



City of Pensacola

City Council

Agenda - Final

Thursday, December 14, 2017, 5:30 PM

Council Chambers, 1st Floor

ROLL CALL

INVOCATION

Rev. David Morris, Pastor - St. Mark United Methodist Church

PLEDGE OF ALLEGIANCE

Council Member Sherri Myers

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [17-00673](#) APPROVAL OF MINUTES: REGULAR MEETING DATED 11/9/17 AND SPECIAL MEETING DATED 11/28/17

Attachments: [Draft: Regular Meeting Dated 11/9/17](#)
[Draft: Special Meeting Dated 11/28/17](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [17-00305](#) AIRPORT COMMERCE PARK - PROPERTY ACQUISITION B2406 - COLLEGE HEIGHTS
- Recommendation:** That City Council authorize the purchase of B2406 (Parcel ID#141S292100025002) from Robert J. Ingram for \$70,000 along with a purchase additive of \$40,000, closing costs of \$1,900, and a 5% contingency in the amount of \$5,595 for a total amount of \$117,495.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Airport Commerce Park Map, Updated November 2017](#)
[Summary Appraisal Report, Client File #B2406](#)
[Updated Summary Appraisal Report, #B2406](#)
[Technical Appraisal Review, #B2406](#)
3. [17-00628](#) ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DIVISION HOUSING CHOICE VOUCHER PROGRAM
- Recommendation:** That City Council approve the amendments to the Administrative Plan for the Pensacola Housing Division Housing Choice Voucher program.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Summary of Amendments](#)
[Pensacola Housing Division Housing Choice Voucher Program Administrat](#)
4. [17-00647](#) LEASE AGREEMENT WITH KAPLE HOLDINGS, INC. FOR RESTAURANT OUTDOOR SEATING AREA
- Recommendation:** That City Council authorize the Mayor to take all action necessary to execute a Lease Agreement with Kaple Holdings, Inc. for exterior space to be used for restaurant and bar outdoor seating.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Draft Lease Agreement](#)
[Letter from Pensacola Downtown Improvement Board dated October 19, 20](#)
5. [17-00648](#) APPROVAL OF SUBLEASE - HARBOURVIEW BUILDING
- Recommendation:** That City Council approve a sublease, from Harbourview of Pensacola, LLC to Crown Health Care Laundry Services, LLC, for property located at 25 W. Cedar Street.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Request from Harbourview of Pensacola, LLC dated September 11, 2017](#)

6. [17-00641](#) SCHEDULE A PUBLIC HEARING - DISPOSITION OF SURPLUS PROPERTY - 216 NORTH "A" STREET
- Recommendation:** That the City Council schedule a public hearing regarding the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000. The Public Hearing will be held at the regular City Council meeting in January of 2018.
- Sponsors:** Jewel Cannada-Wynn
- Attachments:** [Property Map and PS Records - 216 North A Street](#)
[Purchase Offer -- 216 North A Street](#)
[Appraisal Report -- 216 North A Street](#)
7. [17-00669](#) FIRST AMENDED AND RESTATED LEASE AGREEMENT WITH THE GENERAL "CHAPPIE" JAMES SUMMER FLIGHT ACADEMY, INC.
- Recommendation:** That City Council authorize the Mayor to execute and take all action necessary to enter into an amended and restated lease agreement, with The General "Chappie" James Summer Flight Academy, Inc., for the operation of a community-based youth flight academy within the General Daniel "Chappie" James Memorial Home site located at 1608-1610 Dr. Martin Luther King, Jr. Drive.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [First Amended and Restated Lease Agreement with General Chappie James](#)
8. [17-00670](#) LEASE AGREEMENT WITH THE CHAPPIE JAMES MUSEUM OF PENSACOLA, INC.
- Recommendation:** That City Council authorize the Mayor to execute and take all action necessary to enter into a Lease Agreement with Chappie James Museum of Pensacola, Inc. for the operation of a museum commemorating the life of General Daniel "Chappie" James within the General Daniel "Chappie" James Memorial Home site located at 1608-1610 Dr. Martin Luther King, Jr. Drive.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Lease Agreement with the Chappie James Museum of Pensacola, Inc.](#)

REGULAR AGENDA

9. [17-00600](#) FY 2017 STREET REHABILITATION PROJECT LIST PHASE II
- Recommendation:** That City Council approve the proposed FY 2017 Street Rehabilitation Project List Phase II
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Proposed FY 2017 \(Phase II\) Street Rehabilitation List](#)
[FY 2017 Street Rehabilitation Phase II Map](#)

10. [17-00636](#) CONTRACT APPROVAL AND SALE OF 113 NORTH “C” STREET - FORMER BLOUNT SCHOOL PROPERTY
- Recommendation:** That City Council approve the contract between ParsCo and the City of Pensacola for sale and development agreement of the property located at 113 North “C” Street (Parcel ID number 00-0S-00-9080-001-018). Further that City Council authorize the Mayor to take all actions necessary to execute any subsequent documents relating to the sale and development of these parcels. Finally, that City Council allocate 100 percent of the proceeds, after costs associated with the final transaction, to the Housing Initiatives Fund.
- Sponsors:** Ashton J. Hayward, III, Jewel Cannada-Wynn
- Attachments:** [ParsCO, LLC - Purchase and Sale Agreement](#)
11. [17-00655](#) 2018 CITY COUNCIL MEETING SCHEDULE
- Recommendation:** That City Council adopt the 2018 City Council Meeting Schedule.
- Sponsors:** Gerald Wingate
- Attachments:** [Copy of 2018 Council Dates](#)
12. [17-00645](#) LETTER OF SUPPORT FOR THE ESCAMBIA COUNTY - DOWNTOWN SPORTS COMPLEX
- Recommendation:** That City Council authorize the Council President to prepare a letter of support for the Escambia County - Downtown Sports Complex for delivery to the Triumph Gulf Coast Board.
- Sponsors:** Brian Spencer
- Attachments:** [Escambia-Downtown-Sports-Complex-Pre-app 20171109](#)
13. [17-00629](#) PUBLIC HEARING: REQUEST FOR ZONING & FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY
- Recommendation:** That City Council conduct a public hearing on December 14, 2017 to consider the request to amend the City’s zoning map for recently annexed Pensacola International Airport Owned Property.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Proposed Future Land Use Map, dated August 2017](#)
[Proposed Zoning Map, dated August 2017](#)
[Annexation Map, dated June 13, 2017](#)
[August 8, 2017 Planning Board Minutes](#)

14. [43-17](#) PROPOSED ORDINANCE NO. 43-17 REQUEST FOR FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

Recommendation: That City Council approve Proposed Ordinance No. 43-17 on first reading.

AN ORDINANCE AMENDING THE FUTURE LAND USE CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 43-17](#)
[Proposed Future Land Use Map, dated August 2017](#)
[Annexation Map, dated June 13, 2017](#)
[August 8, 2017 Planning Board Minutes](#)

15. [44-17](#) PROPOSED ORDINANCE NO. 44-17 REQUEST FOR ZONING MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

Recommendation: That City Council approve Proposed Ordinance No. 44-17 on first reading.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 44-17](#)
[Proposed Zoning Map, dated August 2017](#)
[Annexation Map, dated June 13, 2017](#)
[August 8, 2017 Planning Board Minutes](#)

16. [17-00654](#) PUBLIC HEARING: DESIGNATION OF THE PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FL, PARCEL REFERENCE NUMBER 000S009060001105, AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES
- Recommendation:** That City Council hold the first of two Public Hearings to designate the property located at 1717 West Cervantes Street (Parcel Reference Number 000S009060001105) a Green Reuse Area.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Delphin Downs Resolution with Exhibits](#)
17. [17-00630](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - AGUADA CREEK
- Recommendation:** That City Council conduct a quasi-judicial hearing on December 14, 2017 to consider approval of the final subdivision plat - Aguada Creek.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Subdivision Plat Application, Aguada Creek, dated August 15, 2017](#)
[Final Subdivision Plat, Aguada Creek, dated November 1, 2017](#)
[Plat Boundary Survey, Aguada Creek, dated April 4, 2017](#)
[November 14, 2017 Planning Board Minutes](#)
18. [17-00637](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY CHAIRPERSON
- Recommendation:** That City Council appoint one member of the Community Redevelopment Agency (CRA) as Chairperson of the CRA for a period of one year expiring in December of 2018.
- Sponsors:** Gerald Wingate
- Attachments:** [Nomination Form - P.C. Wu](#)
[Ballot](#)
19. [17-00638](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY VICE CHAIRPERSON
- Recommendation:** That City Council appoint one member of the Community Redevelopment Agency (CRA) as Vice Chairperson of the CRA for a period of one year expiring in December of 2018.
- Sponsors:** Gerald Wingate
- Attachments:** [Nomination Form - Sherri Myers](#)
[Ballot](#)

20. [17-00646](#) AMENDING SECTION 3.01 OF CITY COUNCIL RULES AND PROCEDURES - ELECTION OF OFFICERS
- Recommendation:** That City Council amend Section 3.01 of the Council Rules and Procedures to have the offices of President and Vice-President be elected on a rotating basis by District.
- Sponsors:** Sherri Myers
- Attachments:** [Proposed Amendment to Council Rules 3.01](#)
21. [17-00657](#) STRATEGIC BUDGET PLANNER
- Recommendation:** That City Council approve the employment of Wilhem A. “Butch” Hansen for the position of Strategic Budget Planner to the City Council and approve an employment agreement with Mr. Hansen for this position.
- Sponsors:** Gerald Wingate
- Attachments:** [EMPLOYMENT AGREEMENT Butch Hansen - REVISED \(Clean\)](#)
[Strategic Budget Planner to City Council Job Description -- REVISED \(Clec](#)
22. [17-00658](#) BAYVIEW COMMUNITY RESOURCE CENTER
- Recommendation:** That City Council place a moratorium on proceeding any further with the Bayview Community Resource Center project until such a time that input from the citizens can be obtained and certain design characteristics can be explained and addressed.
- Sponsors:** Gerald Wingate
- Attachments:** [Bayview Community Resource Center Design Booklet dated September 19, 2](#)
[Email from Michael Crawford to Brian Cooper: Bayview - Program and Bu](#)
23. [17-83](#) RESOLUTION IN SUPPORT OF THE NATIONAL PARK SYSTEM
- Recommendation:** That City Council adopt Resolution No. 17-83:
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF THE NATIONAL PARK SERVICE AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICTABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA’S NATIONAL PARK SYSTEM.
- Sponsors:** Gerald Wingate
- Attachments:** [Resolution No. 17-83 --Support of National Park System](#)
[State Fact Sheet Florida -- Restore America's Parks Initiative](#)
[Gulf Islands NS Deferred Maintenance](#)

24. [17-00642](#) WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC)
BROWNFIELDS CLEAN-UP SUBGRANT AGREEMENT
- Recommendation:** That City Council authorize the Mayor to take all actions necessary related to the finalization and execution of West Florida Regional Planning Council's Grant Agreement as a sub-grantee in the amount of \$250,000 to remove hazardous substances and petroleum contaminants at Community Maritime Park. Further, that City Council approve the supplemental budget resolution appropriating the grant funds.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [WFRPC Brownfields RLF Award Letter dated October 13, 2017](#)
[EPA Assistance Amendment to WFRPC dated September 13, 2017](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)
25. [17-82](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-82 - WEST FLORIDA
REGIONAL PLANNING COUNCIL (WFRPC) BROWNFIELDS
CLEAN-UP SUBGRANT AGREEMENT
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 17-82.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Supplemental Budget Resolution No. 17-82](#)
[Supplemental Budget Explanation No. 17-82](#)
26. [17-00651](#) ESTABLISHMENT OF THE AUDIT COMMITTEE TO CONDUCT THE
AUDITOR SELECTION PROCESS
- Recommendation:** That City Council be established as the Audit Committee to select an auditor to conduct the annual financial statement audit as required in Section 218.391, Florida Statutes.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Section 218.391, Florida Statutes](#)
[Auditor Selection Guidelines 2007](#)

27. [17-84](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-84 - FY 2018
NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-84.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-84](#)
[Supplemental Budget Explanation No. 17-84](#)

28. [41-17](#) PROPOSED ORDINANCE NO. 41-17 - AMENDING SECTION 12-2-21
PALAFOX HISTORIC BUSINESS DISTRICT OF THE LAND
DEVELOPMENT CODE

Recommendation: That City Council adopt Proposed Ordinance No. 41-17 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-21 (F)(4)(a) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A PROHIBITION OF INTERNALLY ILLUMINATED SIGNS IN THE PALAFOX HISTORIC BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

Sponsors: Brian Spencer

Attachments: [Proposed Ordinance No. 41-17](#)
[Planning Board Minutes 9.12.17](#)
[PROOF OF PUBLICATION 2ND READING](#)

DISCUSSION

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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 #: 17-00673

City Council

12/14/2017

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED 11/9/17 AND SPECIAL MEETING DATED 11/28/17



City of Pensacola

CITY COUNCIL

Meeting Minutes

November 9, 2017

5:30 P.M.

Council Chambers

Council President Spencer called the meeting to order at 5:36 P.M.

ROLL CALL

Council Members Present: Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson (arrived 6:30; left 6:59), Sherri Myers, Andy Terhaar, P.C. Wu

Council Members Absent: None.

INVOCATION

Given by Rev. Ferry L. Nye Sr. - Pastor, Jehovah Lutheran Church.

PLEDGE OF ALLEGIANCE

Lead by Council President Brian Spencer.

FIRST LEROY BOYD FORUM

The following individuals addressed Council regarding the City-owned property within the Urban Core Community Redevelopment Area District commonly referred to as Bruce Beach, which is proposed as the site for the *Gulf Coast Marine Fisheries Hatchery & Enhancement Center* and was leased to the State of Florida Fish and Wildlife Commission (FWC) for such purpose:

Jerry Holzworth
Michelle Salzman
Barbara Mayall
Michael Williamson

Pueschel Schneier
Ambrose Ordoyne
Gloria Horning

Ted Puryear: Addressed Council relaying that he was walking at Plaza DeLuna and was caught in the face by a fish hook when a fisherman was casting and recommended that such activity be prohibited for public safety reasons.

Council Member Cannada-Wynn made follow-up remarks indicating she is aware of the issue which has been referred to the City Administrator.

FIRST LEROY BOYD FORUM (CONT'D.)

Barbara Mayall: While addressing Council regarding the fish hatchery, also announced her church's upcoming Christmas extravaganza event.

AWARDS

None.

APPROVAL OF MINUTES**1. [17-00625](#) APPROVAL OF MINUTES: REGULAR MEETING DATED 10/12/17**

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

APPROVAL OF AGENDA

Council President Spencer indicated he is **pulling Item 17**, *Explore the Buyout Option with Florida Department of Transportation (FDOT) for the Port Administration Building, Maintenance Building and Parking Lot*, based on City Attorney Bowling's legal opinion (on file with background materials). He indicated he will entertain a motion to approve the agenda.

A motion to approve (as amended) was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

CONSENT AGENDA

2. [17-00566](#) DISPOSITION OF SURPLUS PROPERTY - 400 BLOCK WEST GADSDEN STREET

Recommendation: That City Council approve the conveyance via warranty deed of 400 Block West Gadsden Street, parcel identification number 00 0S 00 9010 300 028, account number 131205000 to Escambia County Housing Finance Authority. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the conveyance of the property. Finally, that any proceeds, after costs associated with the final transaction, are allocated to the City Housing Initiatives Fund.

3. [17-00580](#) APPOINTMENT - BOARD OF TRUSTEES - FIREMEN'S RELIEF AND PENSION FUND

Recommendation: That City Council reappoint Samuel A. Horton to the Board of Trustees, Firemen's Relief and Pension Fund for a term of two years, expiring December 31, 2019.

4. [17-00586](#) AWARD OF BID# 17-042 PORT OF PENSACOLA FERRY LANDING - LANDSIDE FEATURES

Recommendation: That City Council award Bid #17-042 for construction of the Port of Pensacola Ferry Landing Landside Features to Green Simmons Company, the lowest and most responsible bidder with a base bid of \$1,666,589 plus Add Alternates #1 and #2 for \$171,000, for a total bid of \$1,837,589 with a 10% contingency of \$183,758 for a total amount of \$2,021,347. Further, that the City Council authorize the Mayor to execute a contract and take all actions necessary to complete the project.

5. [17-00587](#) FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT - COMMUNITY REDEVELOPMENT AREA OVERLAY

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance grant in the amount of \$40,000 for the establishment of a Community Redevelopment Area Overlay. Further, that the City Council authorize the Mayor to take any and all action necessary to execute the grant agreement and finalize the grant award.

CONSENT AGENDA (CONT'D.)

6. [17-00611](#) EASTSIDE LANDSCAPE, PARK, PROPERTY MANAGEMENT, LEASING, PUBLIC SPACE ENHANCEMENT, ACCESSIBILITY IMPROVEMENTS AND FACILITIES MAINTENANCE SERVICES INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY

Recommendation: That the City Council approve an Interlocal Agreement for Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services with the Community Redevelopment Agency.

7. [17-00579](#) SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Recommendation: That City Council adopt the Airline Operating Agreement and Terminal Building Lease for signatory airlines setting forth the rights, privileges, and obligations for operating at Pensacola International Airport. Further, that City Council authorize the Mayor to execute the Airline Operating Agreement and Terminal Lease for each airline throughout the term and to take all actions necessary relating to the finalization of the agreement.

8. [17-00603](#) INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

Recommendation: That City Council approve and authorize the Mayor to take all actions necessary to execute the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2018.

A motion to approve consent agenda Items 2 through 8 was made by Council Member Wingate and seconded by Council Member Myers.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

REGULAR AGENDA

9. [17-81 RESOLUTION NO. 17-81 - DESIGNATING JANUARY 12, 2018 AS MENTAL HEALTH AWARENESS DAY](#)

Recommendation: That City Council adopt Resolution No. 17-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA DESIGNATING JANUARY 12, 2018 AS MENTAL HEALTH AWARENESS DAY IN THE CITY OF PENSACOLA.

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Myers.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, P.C. Wu, Sherri Myers
No: 0	None

10. [17-00578 APPOINTMENTS - INTERNATIONAL RELATIONS ADVISORY BOARD](#)

Recommendation: That City Council appoint five individuals to the International Relations Advisory Board, for a term of two years expiring December 31, 2019.

Council President Spencer provided an opportunity for each incumbent/nominee to address Council:

Laverne Baker	Beth Partington
Nan Harper	Douglas Trelfa (not present)
Jena Melancon	Brian Wyer

While addressing Council, **Mr. Wyer withdrew his name for consideration at this time.**

Council President Spencer indicated he will entertain a motion by acclamation.

A motion was made by Council Member Wingate and seconded by Council Member Terhaar that City Council reappoint Laverne Baker, Nan Harper, Jena Melancon, and Douglas Trelfa; and appoint Beth Partington to the International Relations Advisory Board for a term of two years expiring December 31, 2019.

REGULAR AGENDA (CONT'D.)

The motion (regarding Item 10) carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, P.C.
Wu, Sherri Myers

No: 0 None

Present: Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
Larry Johnson, P.C. Wu, Sherri Myers

Absent: None

11. [17-00591 PUBLIC HEARING - AMENDMENT TO THE LAND DEVELOPMENT CODE SECTION 12-2-21 PALAFOX HISTORIC BUSINESS DISTRICT](#)

Recommendation: That City Council hold a public hearing to consider an amendment to the Land Development Code (LDC) Section 12-2-21 (F)(4)(a) prohibiting internally illuminated signs in the Palafox Historic Business District (PHBD).

Council President Spencer, as sponsor, explained the issue before Council.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

There being no public input, the vote was called.

The motion carried by the following vote:

Yes: 6 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
Larry Johnson, Sherri Myers

No: 1 P.C. Wu

12. [41-17 PROPOSED ORDINANCE NO. 41-17 - AMENDING SECTION 12-2-21 PALAFOX HISTORIC BUSINESS DISTRICT OF THE LAND DEVELOPMENT CODE](#)

Recommendation: That City Council approve Proposed Ordinance No. 41-17 on first reading.

AN ORDINANCE AMENDING SECTION 12-2-21 (F)(4)(a) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A PROHIBITION OF INTERNALLY ILLUMINATED SIGNS IN THE PALAFOX HISTORIC BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

REGULAR AGENDA (CONT'D.)

A motion to pass (P.O. # 41-17) on first reading was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 6 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, Sherri Myers
No: 1 P.C. Wu

13. [17-00543](#) PUBLIC HEARING REGARDING THE SALE OF THE HAWKSHAW PROPERTY

Recommendation: That City Council conduct a public hearing at the November 9, 2017 City Council meeting regarding the sale of the Hawkshaw property.

Council Member Cannada-Wynn, as sponsor, made comments.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

There being no public input, the vote was called.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

14. [17-00594](#) HAWKSHAW PROPERTY DEVELOPMENT AGREEMENT AND SALE

Recommendation: That City Council approve the development agreement/contract for sale of the surplus property at 9th Avenue and Romana Street (Hawkshaw) submitted by Robert Montgomery in the amount of \$1,600,000 and that City Council approve the award. Further, that City Council authorize the CRA Chairperson to execute all documents necessary to sell the property.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)

15. 17-78 RESOLUTION NO. 17-78 - AUTHORIZING A FINANCING IN THE PRINCIPAL AMOUNT OF \$8,000,000 TO FINANCE ELIGIBLE CAPITAL PROJECTS IN THE COMMUNITY REDEVELOPMENT AGENCY'S URBAN CORE TAX INCREMENT FINANCING DISTRICT, PROVIDING CERTAIN AMENDMENTS TO RESOLUTION NO. 33-09 AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY RELATING TO SUCH FINANCING.

Recommendation: That City Council adopt Resolution No. 17-78.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF AN URBAN CORE REDEVELOPMENT REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF \$8,000,000 TO FINANCE CERTAIN COMMUNITY REDEVELOPMENT IMPROVEMENTS IN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA AS DESCRIBED HEREIN; PLEDGING AS SECURITY FOR THE PAYMENT OF SAID SERIES 2017 BOND THE TAX INCREMENT REVENUES OF THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR THE RIGHTS, SECURITY, AND REMEDIES FOR THE REGISTERED OWNER OF THE SERIES 2017 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING CERTAIN AMENDMENTS TO RESOLUTION NO. 33-09; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

Council Member Myers made comments as to why she will not support this action.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 1	Sherri Myers

REGULAR AGENDA (CONT'D.)

16. [17-79](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-79 - APPROPRIATING FUNDING IN CONNECTION WITH THE URBAN CORE REDEVELOPMENT REVENUE BOND, SERIES 2017.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-79.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 1	Sherri Myers

*****THE FOLLOWING ITEM WAS WITHDRAWN BY THE SPONSOR*****

17. [17-00618](#) EXPLORE THE BUY OUT OPTIONS WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PORT ADMINISTRATION BUILDING, MAINTENANCE BUILDING AND PARKING LOT

Recommendation: That City Council explore the buyout options with FDOT for the Port Administration Building, Maintenance Building and Parking Lot in accordance with the Joint Participation Agreement between the Florida Department of Transportation and the Port of Pensacola for Construction of a New Port Administration Building, Maintenance Building and Parking Lot entered into in August of 1999. Further determining the cost, process and result of such a buyout.

Withdrawn

REGULAR AGENDA (CONT'D.)

18. [17-00620](#) REFERRAL TO PLANNING BOARD - LAND DEVELOPMENT CODE AMENDMENT TO SECTION 12-2-22 - GOVERNMENTAL CENTER DISTRICT

Recommendation: That City Council approve the concept of a new redevelopment district which will replace the Governmental Center District. Further, that City Council refer to the Planning Board the redevelopment district concept for review and recommendation.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Spencer.

The motion carried by the following vote:

Yes: 6 Brian Spencer, Gerald Wingate, Jewel Cannada-Wynn, Larry Johnson, P.C.
 Wu, Sherri Myers
No: 1 Andy Terhaar

19. [17-74](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-74 - FINAL AMENDMENT TO THE FISCAL YEAR 2017 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-74.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

20. [17-75](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-75 - FY 2018 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-75.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

REGULAR AGENDA (CONT'D.)

A motion to adopt (Res. #17-75) was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

21. [17-76](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-76 - FY 2018 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-76.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Wingate.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

22. [17-00598](#) ACCEPTANCE OF 2017 FEDERAL PORT SECURITY GRANT

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of a U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) 2017 Port Security Grant Program grant in the amount of \$315,375 for the purchase and installation of a Maritime Fire Training Simulator. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council approve a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Wingate.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)

23. [17-77](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-77 - 2017 FEDERAL PORT SECURITY GRANT AWARD

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-77.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Wingate.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

24. [17-00601](#) AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC. FOR WAREHOUSE #1 AT THE PORT OF PENSACOLA.

Recommendation: That City Council authorize the Mayor to take all action necessary to amend, by second amendment, the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Myers.

The motion carried by the following vote:

Yes: 6 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, P.C.
 Wu, Sherri Myers
No: 1 Larry Johnson

REGULAR AGENDA (CONT'D.)

25. 28-17 PROPOSED ORDINANCE NO. 28-17 AMENDING CHAPTER 7-10 OF THE CITY CODE - VEHICLES FOR RENT TO THE PUBLIC

Recommendation: That City Council adopt Ordinance No. 28-17 on second reading.

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING CHAPTER 7-10, PERTAINING TO VEHICLES FOR RENT; AMENDING SEC. 7-10-134 TO PROVIDE FOR AN AIRPORT TAXI CAB PICKUP FEE; AMENDING SEC. 7-10-17, PROVIDING DEFINITIONS; REPEALING AND REPLACING SEC. 7-10-177, PROVIDING FOR PERMITS AND FEES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (Ordinance No. 30-17)

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

26. 17-00624 AWARD OF CONTRACT FOR RFP #17-024 OPERATION AND MANAGEMENT OF ROGER SCOTT TENNIS CENTER

Recommendation: That City Council approve the Mayor's award recommendation to Gulf Coast Tennis Group, LLC for RFP #17-024 Operation and Management of Roger Scott Tennis Center.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Johnson.

The motion carried by the following vote:

Yes: 7 Brian Spencer, Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn,
 Larry Johnson, P.C. Wu, Sherri Myers
No: 0 None

DISCUSSION

None.

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher reminded Council of (upcoming) deadline for submitting nominations to City Clerk Burnett for consideration of appointment as City Council President and Vice President. Nomination forms are provided at Council's places.

MAYOR'S COMMUNICATION

City Administrator Olson advised Council, (as also announced at the agenda conference on 11/6) regarding a request received by the City for a "Brownfield" designation of property located at 1717 West Cervantes Street, and that two public hearings will take place at Council's regular meetings in December and January. Council Member Spencer asked follow-up questions.

Also, City Administrator Olson referenced two (2) requested items emailed to Council (on 11/7):

- Liability Insurance policy covering public officials; and
- Annual Report from the Pensacola Escambia Development and Promotion Commission (PEDC)

As well, he provided:

- Update on applications for consideration by the Triumph Board

COUNCIL COMMUNICATIONS

Council Member Myers made comments referencing an issue she has previously raised related to the over-population of cats and limited resources to care for them. She mentioned a local rescue had faced a recent hardship when their facility caught on fire. She referenced her past contributions from her discretionary funds to assist and urged Council Members to do the same, as well as the public.

CIVIC ANNOUNCEMENTS

Some Council Member made announcements of upcoming events throughout the community.

SECOND LEROY BOYD FORUM

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:08 P.M.

Adopted: _____

Approved: _____
Gerald C. Wingate, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

CITY COUNCIL

Special Meeting Minutes

November 28, 2017

9:00 A.M.

Council Chambers

Council President Spencer called the meeting to order at 9:02 A.M. for the purpose of City Council's appointment of its President and Vice President.

ROLL CALL

Council Members Present: Brian Spencer, Gerald Wingate, Larry Johnson, Sherri Myers (arrived 9:07), Andy Terhaar, P.C. Wu

Council Members Absent: Jewel Cannada-Wynn

ACTION ITEMS

1. [17-00626 APPOINTMENT - PRESIDENT OF CITY COUNCIL](#)

Recommendation: That City Council appoint one of its members as President for a period of one year expiring November 27, 2018.

Council President Spencer referenced the nominees: Council Members Myers, Terhaar, and Wingate and **called for a ballot vote.**

Balloting takes place.

Council President Spencer announced the first tally did not result in at least four (4) votes for any of the nominees and called for a second ballot.

Balloting takes place for a second time.

Council President Spencer announced the second tally did not result in at least four (4) votes for any of the nominees.

Council Member Myers arrived following the second tally.

Council Member Myers withdrew her name from the ballot.

ACTION ITEMS (CONT'D.)

Council President Spencer called for a third ballot (between Council Members Terhaar and Wingate for City Council President).

Council President Spencer announced the third (and final) tally resulted in the appointment of Council Member Gerald C. Wingate as President of City Council for a period of one year expiring November 27, 2018.

The gavel is passed to Council President Wingate to chair the remainder of the meeting.

2. [17-00627](#) APPOINTMENT - VICE PRESIDENT OF CITY COUNCIL

Recommendation: That City Council appoint one of its members as Vice President for a period of one year expiring November 27, 2018.

Hardcopies of a revised memorandum and ballot were provided at Council's places removing Council Member Johnson from the ballot (per his request).

Council President Wingate referenced the (remaining) nominees: Council Members Myers and Wu, and **called for a ballot vote.**

Council Member Wu withdrew his name from the ballot.

A motion by acclamation was made by Council Member Johnson and seconded by Council Member Terhaar that City Council appoint Council Member Sherri F. Myers as Vice President of City Council for a period of one year expiring November 27, 2018.

The motion carried by the following vote:

Yes: 6	Brian Spencer, Gerald Wingate, Andy Terhaar, Larry Johnson, P.C. Wu, Sherri Myers
No: 0	None

DISCUSSION ITEMS

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 9:15 A.M.

Adopted: _____

Approved: _____
Gerald C. Wingate, President of City Council

Attest:

Ericka L. Burnett, City Clerk



Memorandum

File #: 17-00305

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT COMMERCE PARK - PROPERTY ACQUISITION B2406 - COLLEGE HEIGHTS

RECOMMENDATION:

That City Council authorize the purchase of B2406 (Parcel ID#141S292100025002) from Robert J. Ingram for \$70,000 along with a purchase additive of \$40,000, closing costs of \$1,900, and a 5% contingency in the amount of \$5,595 for a total amount of \$117,495.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The 2000 Airport Master Plan identified 65 acres of property adjacent to the northwest quadrant of the Airport for future land acquisition and development. In 2004, the Airport began the preliminary planning for the acquisition and development of this area for an Airport Commerce Park and performed an inventory of the properties in the designated area and held public meetings with both residential and business property owners.

The Airport contacted the property owner (Robert J. Ingram) of parcel B2406 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owner, an offer was made based on a fair market value appraisal and a technical review appraisal performed by independent MAI certified appraisers. The offer was subsequently accepted by the property owner.

A Florida Department of Transportation (FDOT) Grant is in place that will fund the acquisition.

This parcel contains an unoccupied residential structure and therefore relocation assistance in accordance with federal relocation guidelines is not required. The purchase price, purchase additive, closing/miscellaneous costs, legal fees, and a 5% contingency are detailed in the estimated costs for the property on the following page. The purchase additive was included to cover the cost of the current mortgage value.

PRIOR ACTION:

August 2006 - October 2017 - City Council approved the purchase of 92 residential and 26 commercial parcels as identified on the attached site map.

September 14, 2017 - City Council approved acceptance of an FDOT Grant in the amount of \$1,396,069 and appropriated the grant funds.

FUNDING:

Budget:	<u>\$ 1,396,069</u>	FDOT
Actual:	\$ 70,000	Purchase Price
	40,000	Purchase Additive
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	<u>500</u>	Estimated Survey
	<u>\$ 111,900</u>	Sub-Total
	<u>5,595</u>	5% Contingency
	<u>\$ 117,495</u>	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds.

CITY ATTORNEY REVIEW: Yes

11/6/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:


- 1) Airport Commerce Park Map, Updated November 2017
- 2) Summary Appraisal Report, Client File #B2406
- 3) Updated Summary Appraisal Report, #B2406
- 4) Technical Appraisal Review, #B2406

PRESENTATION: No

Pensacola International Airport
Airport Commerce Park

Updated November 2017



	Client File #:	B2406	Appraisal File #:	RL16024X-E
	<h1>Summary Appraisal Report • Residential</h1>			
	Appraisal Company: Fruitticher-Lowery Appraisal Group, Inc.			
	Address: 3000 Langley Avenue, Suite 402, Pensacola,, FL 32504			
Phone: 850-477-0419		Fax:		Website:
Appraiser: Rodger K. Lowery, MAI		Co-Appraiser:		
AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA		AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA		
AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation:		
E-mail: RLowery@FLAG1.Net		E-mail:		
Client: City of Pensacola		Contact: Mr. Michael B. Laven, CPA, A.A.E.		
Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504				
Phone: 850-436-5000		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 2406 Beaumont St				
City: Pensacola		County: Escambia		State: FL ZIP: 32504
Legal Description: Lot 25, Block 2, College Heights				
Tax Parcel #: 01-2418-000		RE Taxes: 961.57		Tax Year: 2015
Use of the Real Estate As of the Date of Value:		Single Family Residential		
Use of the Real Estate Reflected in the Appraisal:		Single Family Residential		
Opinion of highest and best use (if required):		Single-Family Residential		
SUBJECT PROPERTY HISTORY				
Owner of Record: Robert J. Ingram				
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		No sales were noted in the three years prior to the inspection of the subject property. The subject is under consideration for acquisition by the City of Pensacola, under specific guidelines of the FAA giving full value support from transactions taken outside the project area, so as to minimize the value impact of previous acquisitions in the project area.		
Description and analysis of agreements of sale (contracts), listings, and options:		No agreement for sale was presented to the appraiser. This appraisal is being prepared for use by the client for the purpose of acquiring the subject for the Airport Commerce Park.		
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 67,500		
Indication of Value by Cost Approach		\$ 26,000		
Indication of Value by Income Approach		\$ N/A		
Final Reconciliation of the Methods and Approaches to Value:		The subject property is a single-family occupied residential home that is in average condition. Although many properties in the subject's neighborhood are tenant occupied, the primary valuation method used by investors is the sales comparison approach. Considering this, only the sales comparison approach was utilized in valuing the subject. Based upon a direct comparison of the subject to recently sold competing properties, the sales comparison approach reflected a value for the subject as-is of \$67,500. Assuming the lot were vacant with no improvements, the lot value would be approximately \$26,000.		
Opinion of Value as of: 05/05/2016		\$ 67,500		
Exposure Time: 6 months				
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input checked="" type="checkbox"/> Extraordinary Assumptions cited on the following page.				

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

ASSIGNMENT PARAMETERS

Intended User(s):	City of Pensacola - Pensacola International Airport		
Intended Use:	For use by the client for the purpose of acquiring properties for the Airport Commerce Park.		
<i>This report is not intended by the appraiser for any other use or by any other user.</i>			
Type of Value:	Market Value	Effective Date of Value:	05/05/2016
Interest Appraised:	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other		
Hypothetical Conditions:	(A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)		
Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.)			
I was unable to inspect the interior of the home, as the owner did not have the key. It is an extraordinary assumption that the interior is in similar condition as the exterior. This value reported is based upon the extraordinary assumption that all public and private utilities are available to the property. It is also based upon the extraordinary assumption that there are no structural deficiencies that would negatively impact the use of the residence.			
In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.			

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
Appraiser Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: 05/05/2016 Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected the exterior of the property and measured the improvements. Used the ECPA website to determine land size. Resources used were Pensacola MLS and public records.	Cost Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
Co-Appraiser Property Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:	Sales Comparison Approach: <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
	Income Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: I inspected the exterior of the subject property and the subject's neighborhood as well as competing neighborhoods. I researched comparable improved residential sales similar to the subject as well as similar lot sales for use in the sales comparison approach to determine the current market value of the property as well as the value assuming the improvements were razed and the lot was vacant. Only exterior photographs are included in the report.

Significant Real Property Appraisal Assistance: None Disclose Name(s) and contribution:

* **NOTICE:** The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

MARKET AREA ANALYSIS

Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Built Up <input type="checkbox"/> Under 25% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Over 75%	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Supply & Demand <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	Value Trend <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Decreasing	Typical Marketing Time <input type="checkbox"/> Under 3 Months <input checked="" type="checkbox"/> 3-6 Months <input type="checkbox"/> Over 6 Months
Neighborhood Single Family Profile		Neighborhood Land Use		Neighborhood Name: Airport Commerce Park	
Price	Age	1 Family	Commercial	PUD <input type="checkbox"/> Condo <input type="checkbox"/> HOA: \$ /	
40 Low	40	60%	20%	Amenities:	
150 High	60	10%	5%		
80 Predominant	50	5%	%		

Market area description and characteristics: The subject neighborhood is considered to be the areas around the north, east and west sides of the Pensacola International Airport bound to the east by Spanish Trail, the airport to the south, Ninth Avenue to the north and west. This area includes the Scenic Heights and College Heights residential neighborhoods which appear to have been developed during the same time frame. These two residential neighborhoods reflect a similar mix of owner-occupancy and tenant occupied residences. The neighborhood is located in close proximity to Cordova Mall, Pensacola State College, Sacred Heart Hospital as well as numerous other office, retail and restaurant properties. Values in the subject's subdivision have been stagnant due to the pending purchase of properties by the Pensacola International Airport for the Airport Commerce Park.

SITE ANALYSIS

Dimensions: 75' x 126.6'	Area: 9,495 Sq.Ft.
View: Interior Residential	Shape: Rectangular
Drainage: Appears to be adequate	Utility: Average
Site Similarity/Conformity To Neighborhood	Zoning/Deed Restriction
Size: <input type="checkbox"/> Smaller than Typical <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	View: <input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
	Zoning: MDR, Medium Density Residential <input checked="" type="checkbox"/> Legal <input type="checkbox"/> No zoning <input type="checkbox"/> Legal, non-conforming <input type="checkbox"/> Illegal
	Covenants, Condition & Restrictions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Documents Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent \$ /
Utilities	Off Site Improvements
Electric <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Street <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
Gas <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Alley <input type="checkbox"/> Public <input type="checkbox"/> Private
Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Sidewalk <input type="checkbox"/> Public <input type="checkbox"/> Private
Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Street Lights <input type="checkbox"/> Public <input type="checkbox"/> Private

Site description and characteristics: The subject consists of an approximate 9,495 square foot site with approximately 75 feet of frontage along the north side of Beaumont Street, east of 12th Avenue and west of the Pensacola International Airport. The site is level and appears to have good utility. No adverse site conditions were noted during my inspection.

HIGHEST AND BEST USE ANALYSIS

<input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Proposed Use <input type="checkbox"/> Other
Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 50	Effective Age: 35	
<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Under Construction	<input type="checkbox"/> Proposed	<input type="checkbox"/> Attached	<input checked="" type="checkbox"/> Detached	<input type="checkbox"/> Manufactured	<input type="checkbox"/> Modular
Other:						
Exterior Elements	Roofing: Composite Shingle	Siding: Brick/Block		Windows: Single-Pane Aluminum		
<input type="checkbox"/> Patio	<input type="checkbox"/> Deck	<input checked="" type="checkbox"/> Porch	Enclosed Fl. Rm.	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Fence Chain Link	
Other:						
Interior Elements	Flooring: Carpet/Wood/Vinyl	Walls: Drywall		<input type="checkbox"/> Fireplace #		
Kitchen:	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Oven	<input type="checkbox"/> Fan/Hood	<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Dishwasher
Countertops: Vinyl Laminate						
Other: Wood Cabinets						
Foundation	<input checked="" type="checkbox"/> Crawl Space	Wood Sub-Floor	<input type="checkbox"/> Slab	<input type="checkbox"/> Basement		
Other:						
Attic	<input type="checkbox"/> None	<input checked="" type="checkbox"/> Scuttle	<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairway	<input type="checkbox"/> Finished	
Mechanicals	HVAC: Central		Fuel: Electric		Air Conditioning: Central	
Car Storage	<input checked="" type="checkbox"/> Driveway		<input checked="" type="checkbox"/> Garage 1-Car	<input type="checkbox"/> Carport	<input type="checkbox"/> Finished	
Other Elements	Enclosed Utility Room					

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	Area	1				3	1			936
Level 2											

Finished area above grade contains: Bedroom(s): 3 Bath(s): 1 GLA: 936

Summarize Above Grade Improvements: The improvements appear to be in average condition based upon my exterior inspection.

Below Grade Area or Other Area

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Area											

Summarize below grade and/or other area improvements:

Discuss physical depreciation and functional or external obsolescence: Based upon my interior and exterior inspection of the property the physical condition of the property is average with an effective age of approximately 35-years.

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject is a ranch-style home built in 1966 consisting of a three-bedroom/one bath residence The improvements are considered to be average quality in average condition. Overall the effective age is estimated to be 35 years.

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

SITE VALUATION**Site Valuation Methodology**

- Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.
- Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.
- Alternative Method:** (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1	COMPARISON 2	COMPARISON 3
Address	2406 Beaumont St Pensacola, FL 32504	3850 Whispering Pines Dr. Pensacola, FL 32503	6300 Summer Lakes Ln. Pensacola, FL 32504	705 Farmington Road Pensacola, FL 32504
Proximity to Subject		1.7 Miles NE	1.7 Miles Northeast	1.8 Miles West
Data Source/ Verification		MLS #489702	MLS #452094	MLS #481627
Sales Price	\$	\$ 27,500	\$ 35,000	\$ 35,000
Price / Sq.Ft.	\$	\$ 2.76	\$ 3.10	\$ 3.40
Sale Date		1/27/2016	7/13/2015	7/2/2015
Location	College Heights	Scenic Heights	Summer Lakes	The Grove
Site Size	9,495 Sq.Ft.	9,960 SF	11,282 SF	10,290 SF
Site View	Interior Residential	Interior Res.	Residential	Interior Res.
Site Improvements	Assumed Vacant	Vacant	Slab	Vacant
Net Adjustment		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,200	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -10,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -10,000
Indicated Value		Net Adj. 4.4 % Gross Adj. 4.4 % \$ 26,300	Net Adj. 28.6 % Gross Adj. 28.6 % \$ 25,000	Net Adj. 28.6 % Gross Adj. 28.6 % \$ 25,000
Prior Transfer History	None noted three years prior.	Foreclosure 6/2015 \$100 CT	None noted three years prior.	None noted three years prior.

Site Valuation Comments: Comparable one is the most recent single-family lot sales in the subject's neighborhood or adjoining neighborhoods. Comparables two and three are larger and in superior neighborhoods. The subject property, assuming it were vacant would compare most similar to comparable one and inferior to comparables two and three for location and size. Based upon a direct comparison of the subject to the three comparable lots, and assuming the subject was vacant land, it is my opinion that the value of the lot would be \$26,000.

Site Valuation Reconciliation: Based upon a comparison of the subject parcel (assuming it was vacant land) to the comparable, I would reconcile the subject's lot value at \$26,000.

Opinion of Site Value**\$ 26,000**

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

COST APPROACH**Cost Approach Definitions**

- Reproduction Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.
- Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design and layout.

Cost Approach Analysis**Estimated Cost New**

Above Grade Living Area	936	Sq. Ft @ \$	= \$
Finished Below Grade Area		Sq. Ft @ \$	= \$
Unfinished Below Grade Area		Sq. Ft @ \$	= \$
Other Area		Sq. Ft @ \$	= \$
Car Storage	252	Sq. Ft @ \$	= \$
			\$
			\$
			\$

Total Estimated Cost New

Total Estimated Cost New			\$
Less Depreciation			
Physical	58.33	% = \$	
Functional		% = \$	
External		% = \$	
Total Depreciation		\$	
Depreciated Value of Improvements			\$
Contributory Value of Site Improvements			\$
			\$
			\$
Opinion of Site Value			\$ 26,000
Indicated Value			\$ 26,000

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):

Cost Approach Reconciliation:

Indication of Value by Cost Approach**\$ 26,000**

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	2406 Beaumont St Pensacola, FL 32504			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	\$	\$	\$	\$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		\$	\$	\$
Location	College Heights			
Site/View				
Quality of Construction	Average			
Age	50, Eff. 35			
Condition	Average			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 1	Baths	Baths	Baths
Gross Living Area	936 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central			
Car Storage				
Net Adjustment		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$
Indicated Market Rent		Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$

Rent comparable analysis and reconciliation of market rent of subject property:

Opinion of Market Rent \$

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

Comment and reconciliation of the gross rent multiplier (GRM):

Opinion of Market Rent: \$ _____ x _____ GRM = \$

Indication of Value by Income Approach \$ N/A

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT		COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2406 Beaumont St Pensacola, FL 32504		6340 Schwab Dr Pensacola, FL 32504		3505 Wellington Rd Pensacola, FL 32504		3801 Forest Glen Dr Pensacola, FL 32504	
Proximity to Subject			0.33 miles NW		1.05 miles NE		1.15 miles E	
Data Source/ Verification			MLS #488171 Public Records		MLS #489952 Public Records		MLS #489577 Public Records	
Original List Price	\$		\$	87,500	\$	61,000	\$	75,000
Final List Price	\$		\$	84,800	\$	61,000	\$	75,000
Sale Price	\$		\$	80,000	\$	65,369	\$	70,000
Sale Price % of Original List		%		91.4 %		107.2 %		93.3 %
Sale Price % of Final List		%		94.3 %		107.2 %		93.3 %
Closing Date			2/18/2016		12/1/2015		11/30/2015	
Days On Market			125		16		4	
Price/Gross Living Area	\$		\$	80.00	\$	54.20	\$	49.26
	DESCRIPTION		DESCRIPTION +(-) Adjustment		DESCRIPTION +(-) Adjustment		DESCRIPTION +(-) Adjustment	
Financing Type	Cash to Seller		Conventional		Cash to Seller		Conventional	
Concessions	None		None noted		None noted.		None Noted	
Contract Date	N/A		1/18/2016		11/6/2015		10/18/2015	
Location	College Heights		College Court		Eastgate		Scenic Heights	
Site Size	9,495 Sq.Ft.		8,120 SF		12,312 SF		9,600 SF	
Site Views/Appeal	Residential/Avg.		Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Average		Average		Average		Average	
Age	50, Eff. 35		51, Eff. 30		56, Eff. 35		56, Eff. 35	
Condition	Average		Good		Average		Fair	
Above Grade Bedrooms	Bedrooms	3	Bedrooms	3	Bedrooms	3	Bedrooms	3
Above Grade Baths	Baths	1	Baths	1.1	Baths	2	Baths	2
Gross Living Area	936 Sq.Ft.		1,000 Sq.Ft.		1,206 Sq.Ft.		1,421 Sq.Ft.	
Below Grade Area	None		None		None		None	
Below Grade Finish	N/A		N/A		N/A		N/A	
Other Area	None		None		None		None	
Functional Utility	Average		Average		Average		Average	
Heating/Cooling	Central		Central		Central		Central	
Car Storage	1-Car Garage		1-Car Garage		1-Car Carport		1-Car Garage	
	Florida Rm./		FP/Fence/Porches		Fence/Patio		Fence/Stg. Bldg.	
	Cvd.Porch/Fence							
Net Adjustment (total)			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -9,500		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1,500		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,800	
Adjusted Sale Price			Net Adj. 11.9 % Gross Adj. 18.1 % \$ 70,500		Net Adj. 2.3 % Gross Adj. 23.7 % \$ 66,869		Net Adj. 4.0 % Gross Adj. 25.4 % \$ 67,200	
Prior Transfer History	None noted in three years prior to this appraisal.		1/17/2015 Sold \$45,000 Repairs needed.		Foreclosure 12/2013 \$37,700		Probate 12/2014	

Comments and reconciliation of the sales comparison approach: See additional comments on the following addendum. The three comparables sales are considered the best available in the neighborhood having occurred within the past year. Adjustments were applied to the comparables for variances in age, condition, improvement size and bathrooms as well as variances in other features such as car storage variances and other site improvements. After the adjustments, the three comparables reflect an adjusted range of \$66,869 to \$70,500. With about equal weight to each adjusted sale, I reconciled the subject's current market value at \$67,500.

Indication of Value by Sales Comparison Approach \$ 67,500

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Supplemental Addendum

File No. RL16024X-E

Client	City of Pensacola						
Property Address	2406 Beaumont St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Robert J. Ingram						

Comments:**Sales Comparison Approach:**

I performed a search for recent comparable improved sales to compare to the subject property. My search revealed a total of 24 sales occurring in the last year ranging in price from \$33,500 to \$160,000 with an average price of \$95,713 and a median price of \$92,250. However, many of the homes were either in superior condition, located in a superior location as compared to the subject and/or much larger in size. Of the 24 sales located, the three selected for comparison purposes were considered to be the most comparable to the subject.

Sale one had been updated and was in superior condition. A downward adjustment of \$5,000 was applied to this sale for its superior condition. Sale three was in inferior condition requiring an upward adjustment of \$5,000.

Sale one reflected an effective age five years newer than the subject. An adjustment of 8.33% was applied to the improvement-only price of the sale with sale one requiring a downward age adjustment of \$4,500.

The subject includes one bathroom. Sale one included one and one-half baths with sales two and three having two baths each. The adjustment for a half bath versus a full bath is approximately \$1,500 for homes in this price range. Therefore sale one is adjusted down \$1,500 and sales two and three are adjusted downward \$3,000.

The size of the subject is bracketed by the three sales. Using an depreciated cost new adjustment of \$15/SF for the difference in size, a downward size adjustment of \$1,000 is applied to sale one with a downward adjustment of \$4,000 applied to sale two and a downward adjustment of \$7,300 applied to sale three.

Sales one and three included one-car garages, similar to the subject with sale two having a one-car carport. An upward adjustment of \$1,000 is applied to sale two for the inferior car storage.

The subject includes a Florida Room and a large covered front porch as well as chain link fencing. In comparison with the features included in sales one, two and three, I apply an upward adjustment of \$2,500 each to sales one and three and \$7,500 to sale two.

Once the above noted adjustments have been applied, the three comparable sales reflect a narrow range from \$66,869 to \$70,500. With about equal weight to each adjusted sale, I reconcile the subject's value via the sales comparison approach at \$67,500.

Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 5th ed., Appraisal Institute

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL16024X-E

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

None Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property inspected by Appraiser Yes No

Property inspected by Co-Appraiser Yes No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: None Specify services provided:

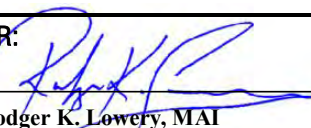
ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- I am a Designated Member of the Appraisal Institute.
As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature 
Name Rodger K. Lowery, MAI
Report Date 07/15/2016
Trainee Licensed Certified Residential Certified General
License # Cert. Gen. RZ1922 State Florida
Expiration Date 11/30/2016

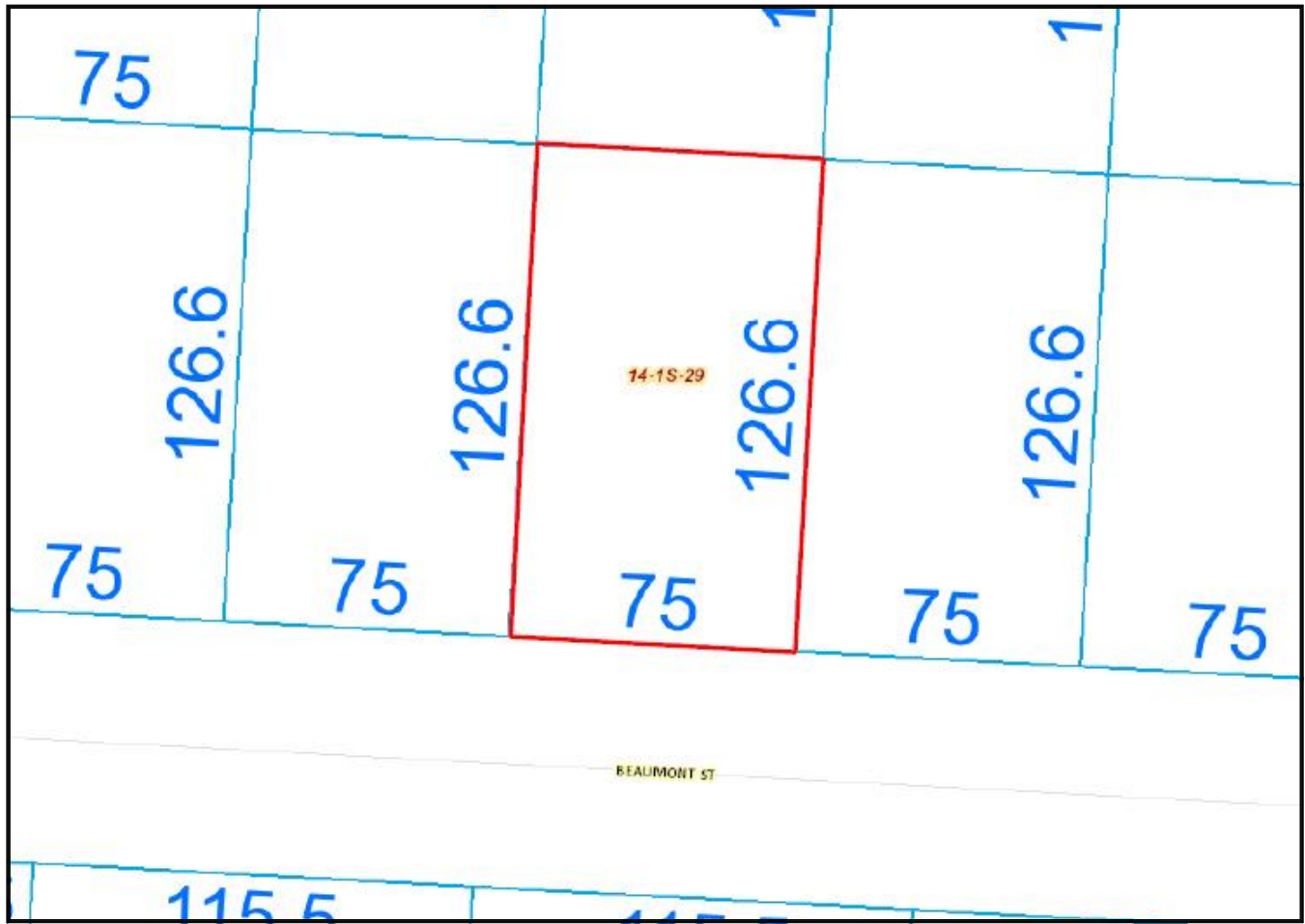
CO-APPRAISER:

Signature _____
Name _____
Report Date _____
Trainee Licensed Certified Residential Certified General
License # _____ State _____
Expiration Date _____

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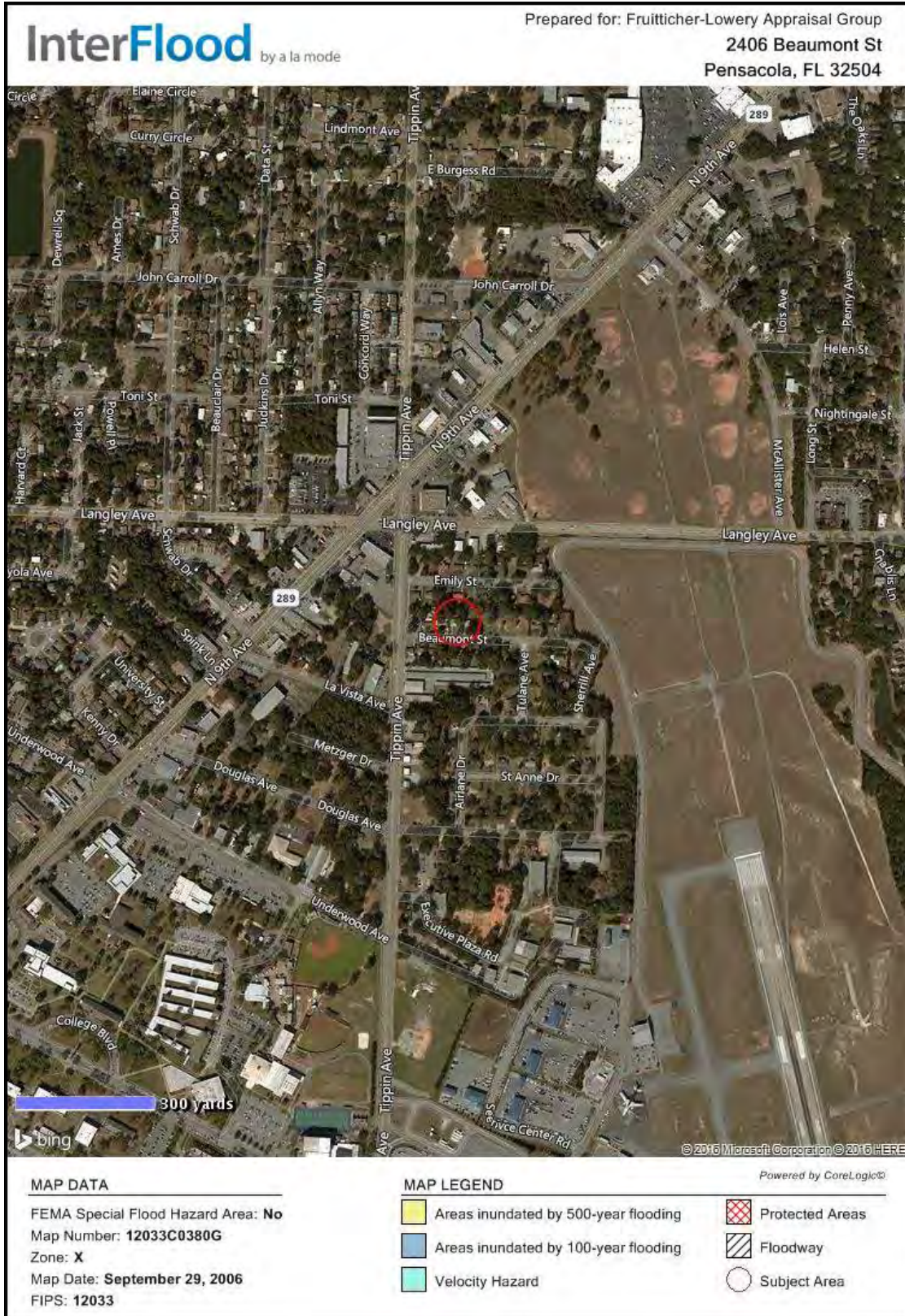
Site Map

Client	City of Pensacola						
Property Address	2406 Beaumont St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Robert J. Ingram						



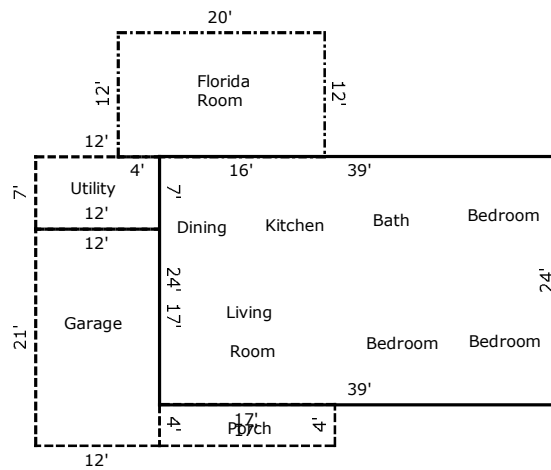
Flood Map

Client	City of Pensacola						
Property Address	2406 Beaumont St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Robert J. Ingram						



Building Sketch

Client	City of Pensacola			
Property Address	2406 Beaumont St			
City	Pensacola	County Escambia	State FL	Zip Code 32504
Owner	Robert J. Ingram			



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	936 Sq ft
Total Living Area (Rounded):	936 Sq ft
Non-living Area	
Closed Porch	240 Sq ft
1 Car Attached	252 Sq ft
Covered Porch	68 Sq ft
Storage	84 Sq ft

Location Map

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL
Owner	Robert J. Ingram		Zip Code	32504	



Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Subject Front



Subject Rear

Photograph Addendum

Client	City of Pensacola						
Property Address	2406 Beaumont St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Robert J. Ingram						

**Street Scene**

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Comparable #1




Comparable #2

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Comparable #3

	Client File #:	B2406	Appraisal File #:	RL17089X-E
	<h2>Summary Appraisal Report • Residential</h2>			
	Appraisal Company: Fruitticher-Lowery Appraisal Group, Inc.			
	Address: 3000 Langley Avenue, Suite 402, Pensacola,, FL 32504			
Phone: 850-477-0419		Fax:		Website:
Appraiser: Rodger K. Lowery, MAI		Co-Appraiser:		
AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA		AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA		
AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Status (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation:		
E-mail: RLowery@FLAG1.Net		E-mail:		
Client: City of Pensacola		Contact: Mr. Michael B. Laven, CPA, A.A.E.		
Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504				
Phone: 850-436-5000		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 2406 Beaumont St				
City: Pensacola		County: Escambia		State: FL ZIP: 32504
Legal Description: Lot 25, Block 2, College Heights				
Tax Parcel #: 01-2418-000		RE Taxes: 1,009.83		Tax Year: 2017
Use of the Real Estate As of the Date of Value:		Single Family Residential		
Use of the Real Estate Reflected in the Appraisal:		Single Family Residential		
Opinion of highest and best use (if required):		Single-Family Residential		
SUBJECT PROPERTY HISTORY				
Owner of Record: Robert J. Ingram				
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		No sales were noted in the three years prior to the inspection of the subject property. The subject is under consideration for acquisition by the City of Pensacola, under specific guidelines of the FAA giving full value support from transactions taken outside the project area, so as to minimize the value impact of previous acquisitions in the project area.		
Description and analysis of agreements of sale (contracts), listings, and options:		No agreement for sale was presented to the appraiser. This appraisal is being prepared for use by the client for the purpose of acquiring the subject for the Airport Commerce Park.		
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 70,000		
Indication of Value by Cost Approach		\$ 27,500		
Indication of Value by Income Approach		\$ N/A		
Final Reconciliation of the Methods and Approaches to Value:		The subject property is a single-family residential home that is in average condition. Although many properties in the subject's neighborhood are tenant occupied, the primary valuation method used by investors is the sales comparison approach. Considering this, only the sales comparison approach was utilized in valuing the subject. Based upon a direct comparison of the subject to recently sold competing properties, the sales comparison approach reflected a value for the subject as-is of \$70,000. Assuming the lot were vacant with no improvements, the lot value would be approximately \$27,500.		
Opinion of Value as of: 10/18/2017		\$ 70,000		
Exposure Time: 6 months				
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input checked="" type="checkbox"/> Extraordinary Assumptions cited on the following page.				

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

ASSIGNMENT PARAMETERS

Intended User(s):	City of Pensacola - Pensacola International Airport		
Intended Use:	For use by the client for the purpose of acquiring properties for the Airport Commerce Park.		
<i>This report is not intended by the appraiser for any other use or by any other user.</i>			
Type of Value:	Market Value	Effective Date of Value:	10/18/2017
Interest Appraised:	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other		
Hypothetical Conditions:	(A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)		
Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.)			
This value reported is based upon the extraordinary assumption that all public and private utilities are available to the property. It is also based upon the extraordinary assumption that there are no structural deficiencies that would negatively impact the use of the residence.			
In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.			

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
Appraiser Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: 10/18/2017 Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected the interior and exterior of the property and measured the improvements. Used the ECPA website to determine land size. Resources used were Pensacola MLS and public records.	Cost Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
Co-Appraiser Property Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No Date of Inspection: Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:	Sales Comparison Approach: <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis
	Income Approach: <input type="checkbox"/> Is necessary for credible results and is developed in this analysis <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: I inspected the interior and exterior of the subject property and the subject's neighborhood as well as competing neighborhoods. I researched comparable improved residential sales similar to the subject as well as similar lot sales for use in the sales comparison approach to determine the current market value of the property as well as the value assuming the improvements were razed and the lot was vacant.

Significant Real Property Appraisal Assistance: None Disclose Name(s) and contribution:

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

MARKET AREA ANALYSIS

Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Built Up <input type="checkbox"/> Under 25% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Over 75%	Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Supply & Demand <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	Value Trend <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Decreasing	Typical Marketing Time <input type="checkbox"/> Under 3 Months <input checked="" type="checkbox"/> 3-6 Months <input type="checkbox"/> Over 6 Months																				
Neighborhood Single Family Profile <table border="1"> <tr> <td>Price</td> <td>Age</td> </tr> <tr> <td>40 Low</td> <td>40</td> </tr> <tr> <td>150 High</td> <td>60</td> </tr> <tr> <td>80 Predominant</td> <td>50</td> </tr> </table>		Price	Age	40 Low	40	150 High	60	80 Predominant	50	Neighborhood Land Use <table border="1"> <tr> <td>1 Family</td> <td>60%</td> <td>Commercial</td> <td>20%</td> </tr> <tr> <td>Condo</td> <td>10%</td> <td>Vacant</td> <td>5%</td> </tr> <tr> <td>Multifamily</td> <td>5%</td> <td></td> <td>%</td> </tr> </table>		1 Family	60%	Commercial	20%	Condo	10%	Vacant	5%	Multifamily	5%		%	Neighborhood Name: Airport Commerce Park PUD <input type="checkbox"/> Condo <input type="checkbox"/> HOA: \$ / Amenities:	
Price	Age																								
40 Low	40																								
150 High	60																								
80 Predominant	50																								
1 Family	60%	Commercial	20%																						
Condo	10%	Vacant	5%																						
Multifamily	5%		%																						

Market area description and characteristics: The subject neighborhood is considered to be the areas around the north, east and west sides of the Pensacola International Airport bound to the east by Spanish Trail, the airport to the south, Ninth Avenue to the north and west. This area includes the Scenic Heights and College Heights residential neighborhoods which appear to have been developed during the same time frame. These two residential neighborhoods reflect a similar mix of owner-occupancy and tenant occupied residences. The neighborhood is located in close proximity to Cordova Mall, Pensacola State College, Sacred Heart Hospital as well as numerous other office, retail and restaurant properties. Values in the subject's subdivision have been stagnant due to the pending purchase of properties by the Pensacola International Airport for the Airport Commerce Park.

SITE ANALYSIS

Dimensions: 75' x 126.6'	Area: 9,495 Sq.Ft.
View: Interior Residential	Shape: Rectangular
Drainage: Appears to be adequate	Utility: Average
Site Similarity/Conformity To Neighborhood	Zoning/Deed Restriction
Size: <input type="checkbox"/> Smaller than Typical <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	View: <input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
	Zoning: MDR, Medium Density Residential <input checked="" type="checkbox"/> Legal <input type="checkbox"/> No zoning <input type="checkbox"/> Legal, non-conforming <input type="checkbox"/> Illegal
	Covenants, Condition & Restrictions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Documents Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent \$ /
Utilities	Off Site Improvements
Electric <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Gas <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Street <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Alley <input type="checkbox"/> Public <input type="checkbox"/> Private Sidewalk <input type="checkbox"/> Public <input type="checkbox"/> Private Street Lights <input type="checkbox"/> Public <input type="checkbox"/> Private

Site description and characteristics: The subject consists of an approximate 9,495 square foot site with approximately 75 feet of frontage along the north side of Beaumont Street, east of 12th Avenue and west of the Pensacola International Airport. The site is level and appears to have good utility. No adverse site conditions were noted during my inspection.

HIGHEST AND BEST USE ANALYSIS

<input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Proposed Use <input type="checkbox"/> Other
Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 51	Effective Age: 35	
<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Under Construction	<input type="checkbox"/> Proposed	<input type="checkbox"/> Attached	<input checked="" type="checkbox"/> Detached	<input type="checkbox"/> Manufactured	<input type="checkbox"/> Modular
Other:						
Exterior Elements	Roofing: Composite Shingle	Siding: Brick/Block	Windows: Single-Pane Aluminum			
<input type="checkbox"/> Patio	<input type="checkbox"/> Deck	<input checked="" type="checkbox"/> Porch	Enclosed FL. Rm.	<input type="checkbox"/> Pool	<input checked="" type="checkbox"/> Fence Chain Link	
Other: Cvd. Porch						
Interior Elements	Flooring: Wood/Vinyl/Tile	Walls: Drywall	<input type="checkbox"/> Fireplace #			
Kitchen: <input type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Oven	<input type="checkbox"/> Fan/Hood	<input type="checkbox"/> Microwave	<input type="checkbox"/> Dishwasher	Countertops: Vinyl Laminate
Other: Wood Cabinets						
Foundation	<input checked="" type="checkbox"/> Crawl Space	Wood Sub-Floor	<input type="checkbox"/> Slab	<input type="checkbox"/> Basement		
Other:						
Attic	<input type="checkbox"/> None	<input checked="" type="checkbox"/> Scuttle	<input type="checkbox"/> Drop Stair	<input type="checkbox"/> Stairway	<input type="checkbox"/> Finished	
Mechanicals	HVAC: Central		Fuel: Electric	Air Conditioning: Central		
Car Storage	<input checked="" type="checkbox"/> Driveway		<input checked="" type="checkbox"/> Garage 1-Car	<input type="checkbox"/> Carport	<input type="checkbox"/> Finished	
Other Elements	Enclosed Utility Room					

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	Area	1				3	1			936
Level 2											
Finished area above grade contains:		Bedroom(s): 3			Bath(s): 1			GLA: 936			

Summarize Above Grade Improvements: The improvements appear to be in average condition based upon my exterior inspection.

Below Grade Area or Other Area

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Area											

Summarize below grade and/or other area improvements:

Discuss physical depreciation and functional or external obsolescence: Based upon my interior and exterior inspection of the property the physical condition of the property is average with an effective age of approximately 35-years.

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject is a ranch-style home built in 1966 consisting of a three-bedroom/one bath residence. The improvements are considered to be average quality in fair to average condition. Overall the effective age is estimated to be 35 years.

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Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

SITE VALUATION**Site Valuation Methodology**

- Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.
- Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.
- Alternative Method:** (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1	COMPARISON 2	COMPARISON 3
Address	2406 Beaumont St Pensacola, FL 32504	3850 Whispering Pines Dr. Pensacola, FL 32503	6530 Sanders Street Pensacola, FL 32504	750 Farmington Road Pensacola, FL 32504
Proximity to Subject			1.7 Miles Northeast	1.8 Miles West
Data Source/ Verification		MLS #489702 Public Records	MLS #505962 Public Records	MLS #505988 Public Records
Sales Price	\$	\$ 27,500	\$ 30,000	\$ 29,000
Price / Sq.Ft.	\$	\$ 2.76	\$ 0.85	\$ 4.61
Sale Date		1/27/2016	3/30/2017	9/12/2016
Location	College Heights	Scenic Heights	Scenic Heights	The Grove -2,000
Site Size	9,495 Sq.Ft.	9,960 SF	35,285 SF -2,500	6,288 SF
Site View	Interior Residential	Interior Res.	Residential	Interior Res.
Site Improvements	Assumed Vacant	Vacant	Slab	Vacant
Net Adjustment		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,000
Indicated Value		Net Adj. % Gross Adj. % \$ 27,500	Net Adj. 8.3 % Gross Adj. 8.3 % \$ 27,500	Net Adj. 6.9 % Gross Adj. 6.9 % \$ 27,000
Prior Transfer History	None noted three years prior.	Foreclosure 6/2015 \$100 CT	None noted three years prior.	None noted three years prior.

Site Valuation Comments: Comparable two is the most recent single-family lot sales in the subject's neighborhood or adjoining neighborhoods. Comparable two is larger and sale three is in a superior subdivision. Comparing sales two and three to sale one, a downward size adjustment of \$2,500 is applied to sale two and a downward location adjustment of \$2,000 is applied to sale three. Based upon a direct comparison of the subject to the three comparable lots, and assuming the subject was vacant land, it is my opinion that the value of the lot would be \$27,500.

Site Valuation Reconciliation: Based upon a comparison of the subject parcel (assuming it was vacant land) to the comparable, I would reconcile the subject's lot value at \$27,500.

Opinion of Site Value**\$ 27,500**

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Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

COST APPROACH**Cost Approach Definitions**

- Reproduction Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.
- Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design and layout.

Cost Approach Analysis**Estimated Cost New**

Above Grade Living Area	936	Sq. Ft @ \$	= \$
Finished Below Grade Area		Sq. Ft @ \$	= \$
Unfinished Below Grade Area		Sq. Ft @ \$	= \$
Other Area		Sq. Ft @ \$	= \$
Car Storage	252	Sq. Ft @ \$	= \$
			\$
			\$
			\$
Total Estimated Cost New			\$
Less Depreciation			
Physical	58.33	% = \$	
Functional		% = \$	
External		% = \$	
Total Depreciation		\$	
Depreciated Value of Improvements			\$
Contributory Value of Site Improvements			\$
			\$
			\$
Opinion of Site Value			\$ 27,500
Indicated Value			\$ 27,500

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):

Cost Approach Reconciliation:

Indication of Value by Cost Approach

\$ 27,500

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Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	2406 Beaumont St Pensacola, FL 32504			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	\$	\$	\$	\$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		\$	\$	\$
Location	College Heights			
Site/View				
Quality of Construction	Average			
Age	51			
Condition	Average			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 1	Baths	Baths	Baths
Gross Living Area	936 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central			
Car Storage				
Net Adjustment		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$
Indicated Market Rent		Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$

Rent comparable analysis and reconciliation of market rent of subject property:

Opinion of Market Rent \$

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

Comment and reconciliation of the gross rent multiplier (GRM):

Opinion of Market Rent: \$ _____ x _____ GRM = \$

Indication of Value by Income Approach \$ N/A

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Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2406 Beaumont St Pensacola, FL 32504	3410 Tide Dr Pensacola, FL 32504		6140 Virwood Rd Pensacola, FL 32504		3645 Creighton Rd Pensacola, FL 32504	
Proximity to Subject		0.96 miles NE		0.99 miles NE		1.51 miles NE	
Data Source/ Verification		MLS #522753 Public Records		MLS #507350 Public Records		MLS #508170 Public Records	
Original List Price	\$		\$ 67,500		\$ 69,900		\$ 79,900
Final List Price	\$		\$ 67,500		\$ 69,900		\$ 79,900
Sale Price	\$		\$ 67,500		\$ 70,500		\$ 74,000
Sale Price % of Original List	%		100.0 %		100.9 %		92.6 %
Sale Price % of Final List	%		100.0 %		100.9 %		92.6 %
Closing Date		9/5/2017		2/23/2017		1/27/2017	
Days On Market		8		95		55	
Price/Gross Living Area	\$	\$ 60.98		\$ 61.20		\$ 61.67	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash to Seller	Cash to Seller		Conventional		Conventional	
Concessions	None	None noted		None noted.		None Noted	
Contract Date	N/A	8/25/2017		1/13/2017		12/16/2016	
Location	College Heights	Eastgate		Keating Place		Belvedere Park	
Site Size	9,495 Sq.Ft.	9,600 SF		9,277 SF		12,440 SF	-2,500
Site Views/Appeal	Residential/Avg.	Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Ranch/Avg.	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Average	Average		Average		Average	
Age	51	52, Eff. 35		53, Eff. 35		55, Eff. 35	
Condition	Average	Fair	+3,000	Average		Average	
Above Grade Bedrooms	Bedrooms 3	Bedrooms 3		Bedrooms 3		Bedrooms 3	
Above Grade Baths	Baths 1	Baths 2	-3,000	Baths 2	-3,000	Baths 2	-3,000
Gross Living Area	936 Sq.Ft.	1,107 Sq.Ft.	-2,500	1,152 Sq.Ft.	-3,200	1,200 Sq.Ft.	-4,000
Below Grade Area	None	None		None		None	
Below Grade Finish	N/A	N/A		N/A		N/A	
Other Area	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central	Central		Central		Central	
Car Storage	1-Car Garage	1-Car Garage		1-Car Garage		1-Car Carport	+1,000
	Florida Rm./ Cvd.Porch/Fence	FP/Fence/Porches	+2,500	Fence/Patio	+7,500	Fence/Stg. Bldg.	+2,500
Net Adjustment (total)		<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 1,300	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -6,000
Adjusted Sale Price		Net Adj. %		Net Adj. 1.8 %		Net Adj. 8.1 %	
		Gross Adj. 16.3 %	\$ 67,500	Gross Adj. 19.4 %	\$ 71,800	Gross Adj. 17.6 %	\$ 68,000
Prior Transfer History	None noted in three years prior to this appraisal.	7/27/2017 Foreclose \$23,000 Repairs needed.		8/3/2016 Foreclose \$116,800		None noted 3 years prior.	

Comments and reconciliation of the sales comparison approach: See additional comments on the following addendum. The three comparables sales are considered the best available in the neighborhood having occurred within the past year. Adjustments were applied to the comparables for variances in age, condition, improvement size and bathrooms as well as variances in other features such as car storage variances and other site improvements. After the adjustments, the three comparables reflect an adjusted range of \$67,500 to \$71,800. With about equal weight to each adjusted sale, I reconciled the subject's current market value at \$70,000.

Indication of Value by Sales Comparison Approach **\$ 70,000**

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Supplemental Addendum

File No. RL17089X-E

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				

Comments:**Sales Comparison Approach:**

I performed a search for recent comparable improved sales to compare to the subject property. My search revealed a total of 12 sales occurring in the last year ranging in price from \$60,500 to \$120,000 with an average price of \$99,666 and a median price of \$110,750. However, many of the homes were either in superior condition, located in a superior location as compared to the subject and/or much larger in size. Of the 12 sales located, the three selected for comparison purposes were considered to be the most comparable to the subject.

Sale three is located in a superior subdivision requiring a downward site adjustment of \$2,500.

Sale one was in inferior condition requiring an upward adjustment of \$3,000.

The subject includes one bathroom. All three of the comparables had two bedrooms requiring a downward adjustment of \$3,000.

The size of the subject is small than all the three sales. Using an depreciated cost new adjustment of \$15/SF for the difference in size, a downward size adjustment of \$2,500 is applied to sale one with a downward adjustment of \$3,200 applied to sale two and a downward adjustment of \$4,000 applied to sale three.

Sales one and two included one-car garages, similar to the subject with sale three having a one-car carport. An upward adjustment of \$1,000 is applied to sale two for the inferior car storage.

The subject includes a Florida Room and a large covered front porch as well as chain link fencing. In comparison with the features included in sales one, two and three, I apply an upward adjustment of \$2,500 each to sales one and three and \$7,500 to sale two.

Once the above noted adjustments have been applied, the three comparable sales reflect a narrow range from \$67,500 to \$71,800. With about equal weight to each adjusted sale, I reconcile the subject's value via the sales comparison approach at \$70,000.

Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 5th ed., Appraisal Institute

* **NOTICE:** The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	City of Pensacola	Client File #:	B2406
Subject Property:	2406 Beaumont St, Pensacola, FL 32504	Appraisal File #:	RL17089X-E

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

None Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property inspected by Appraiser Yes No

Property inspected by Co-Appraiser Yes No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: None Specify services provided:

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- I am a Designated Member of the Appraisal Institute.
As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature _____

Name Rodger K. Lowery, MAI

Report Date 10/24/2017

Trainee Licensed Certified Residential Certified General

License # Cert. Gen. RZ1922 State Florida

Expiration Date 11/30/2018

CO-APPRAISER:

Signature _____

Name _____

Report Date _____

Trainee Licensed Certified Residential Certified General

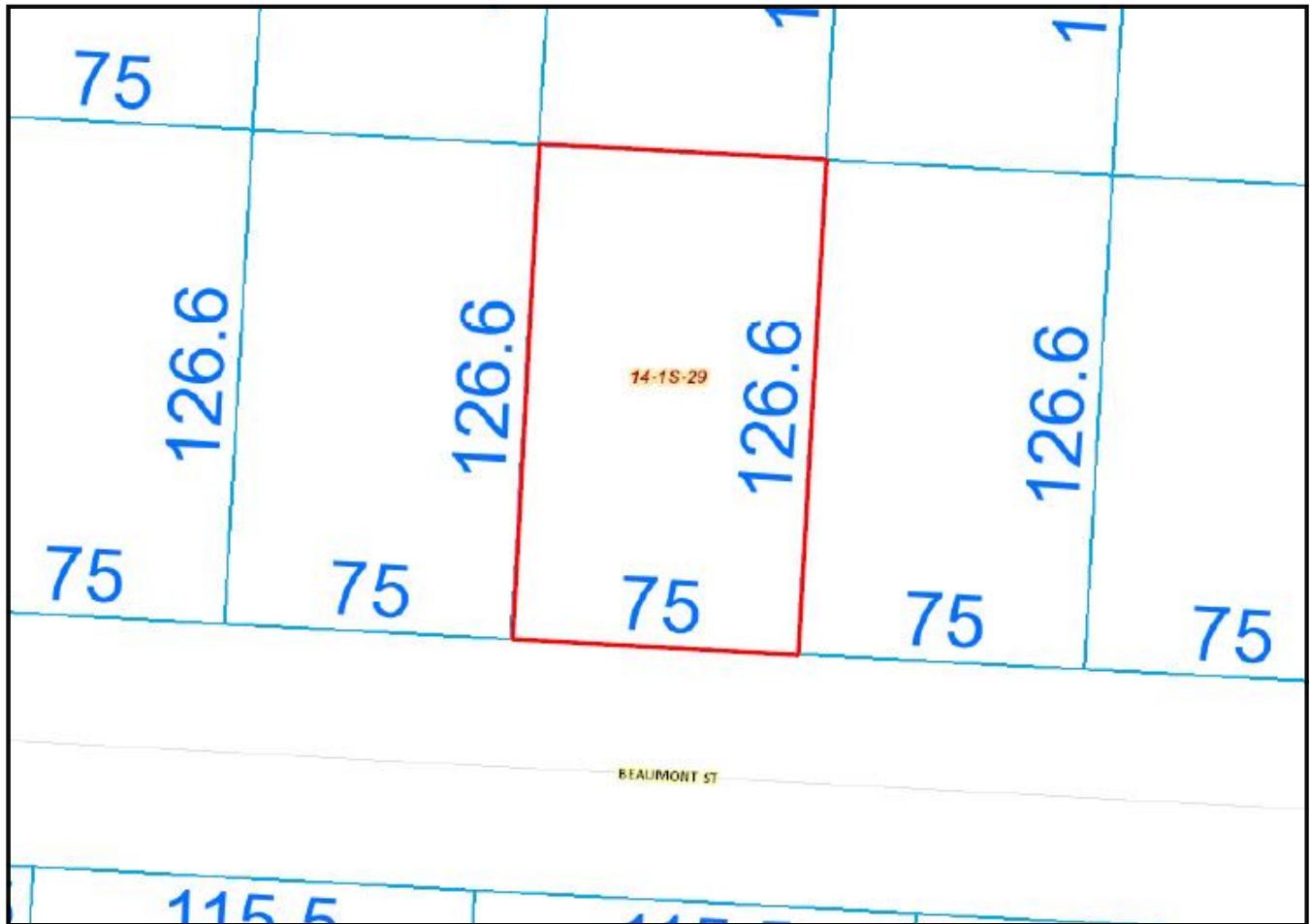
License # _____ State _____

Expiration Date _____

*** NOTICE:** The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

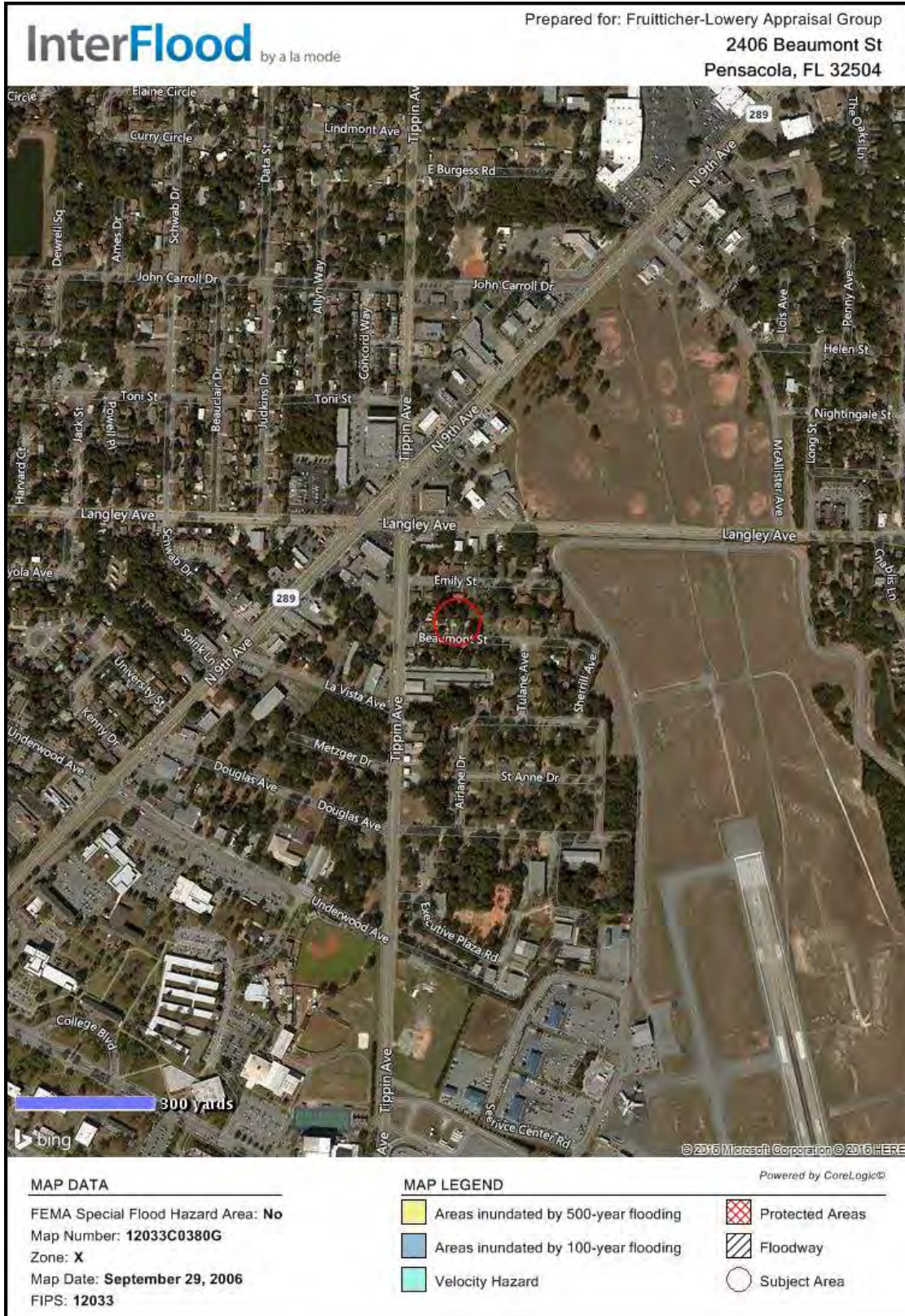
Site Map

Client	City of Pensacola						
Property Address	2406 Beaumont St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Robert J. Ingram						



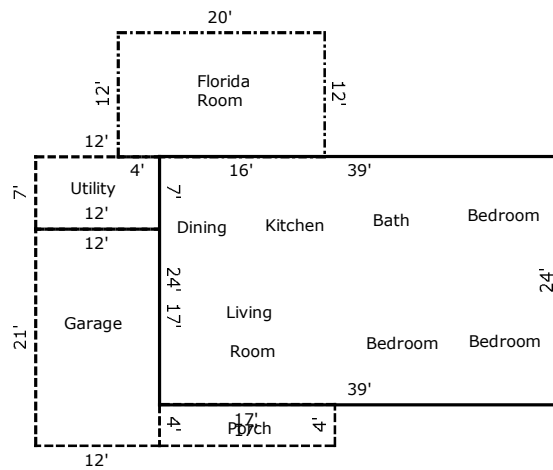
Flood Map

Client	City of Pensacola			
Property Address	2406 Beaumont St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Robert J. Ingram			



Building Sketch

Client	City of Pensacola			
Property Address	2406 Beaumont St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Robert J. Ingram			



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	936 Sq ft
Total Living Area (Rounded):	936 Sq ft
Non-living Area	
Closed Porch	240 Sq ft
1 Car Attached	252 Sq ft
Covered Porch	68 Sq ft
Storage	84 Sq ft

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Subject Front



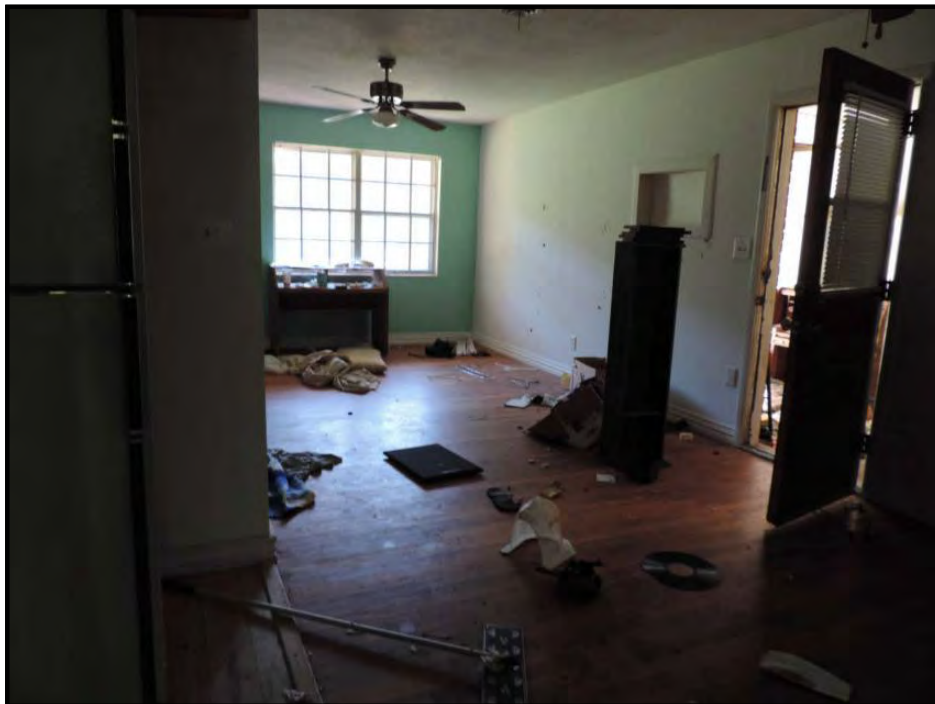
Subject Rear

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Street Scene



Living Room

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Bedroom



Bedroom

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Bedroom



Bathroom

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Kitchen



Florida Room

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Comparable #1



Comparable #2

Photograph Addendum

Client	City of Pensacola				
Property Address	2406 Beaumont St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Robert J. Ingram				



Comparable #3

Client	City of Pensacola	File No.
Property Address	2406 Beaumont St	
City	County Escambia	State FL Zip Code 32504
Lender	City of Pensacola	

APPRAISAL AND REPORT IDENTIFICATION

Pursuant to the defined Scope of Work, the purpose of this Appraisal Review is to (check all that apply):

- Determine if the results of the work under review are credible for the intended user's intended use.
- Evaluate compliance with relevant USPAP requirements, client requirements, or applicable regulations.
- Provide the reviewer's own opinion of value of the property that is the subject of the report under review, in the format of:
 - An Appraisal Report for a real property appraisal (Standards Rule 2-2(a)), or
 - An Appraisal Review Report for an appraisal review (Standards Rule 3-5).

Comments on Standards Rule 3-6

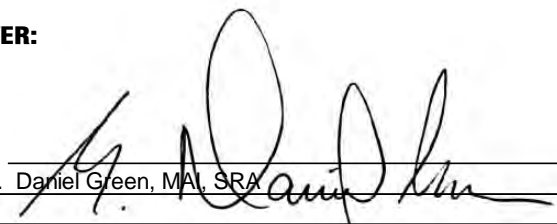
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
- Unless otherwise indicated, no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant appraisal or appraisal review assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

REVIEWER:

Signature: 

Name: G. Daniel Green, MAI, SRA

State Certification #: Cert Gen RZ836
 or State License #: _____

State: FL Expiration Date of Certification or License: 11/30/2016

Date of Signature and Report: 06/28/2016

Effective Date of Review: 6/28/2016

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): 6/28/2016

SUPERVISORY or CO-REVIEWER (if applicable):

Signature: _____

Name: _____

State Certification #: _____
 or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): _____

URAR APPRAISAL DESK REVIEW

FNMA/FHLMC SINGLE FAMILY COMPLIANCE

Lender <u>City of Pensacola</u>	Loan Number _____
Borrower/Client _____	
Property Address <u>2406 Beaumont St</u>	
City <u>Pensacola</u>	County <u>Escambia</u> State <u>FL</u> Zip Code <u>32504</u>
Appraiser <u>Rodger Lowery, MAI 3000 Langley Avenue, Suite #402</u> Phone _____	
Appraiser's Address _____	

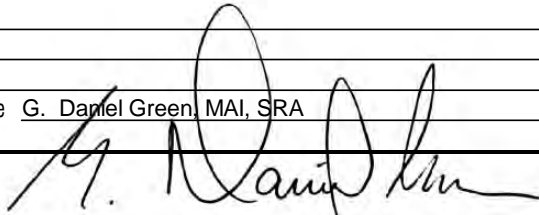
This URAR Appraisal Desk Review Form assists the Reviewer in determining if the appraisal is well written, the calculations correct, the reasoning sound and the value conclusion well supported.

	ITEMS	YES	NO	COMMENT ON ALL "NO's"
SUBJECT	<p>1. SUBJECT PROPERTY INFORMATION: The subject section is complete and correct including any special conditions or financing.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NEIGHBORHOOD	<p>2. DESCRIPTION/CLASSIFICATION: The neighborhood has been accurately described and the subject property determined to be a single family residence.</p> <p>3. CHARACTERISTICS: The neighborhood has been accurately described for "Location", "% Built Up", "Growth Rate", "Property Value Trend", "Demand/Supply", "Marketing Time" and "Land Use %'s".</p> <p>4. LAND USE: Any changes in "Land Use" have been reported and noted if the changes negatively affect the subject property's value.</p> <p>5. OCCUPANCY / VACANCY: If the neighborhood is not mostly owner occupied and/or there are excessive vacancies, the effect on the subject property's value has been reported.</p> <p>6. PRICE RANGE / AGE: If the subject property's value is not within the neighborhood "Price" or "Age" Ranges, the effect on the subject property's value has been reported.</p> <p>7. NEIGHBORHOOD ANALYSIS: The items have been reasonably rated and any "Fair" or "Poor" ratings have been explained, and their effect on the subject property's value has been reported.</p> <p>8. EXTERNAL OBSOLESCENCE: Any External Obsolescence has been explained, and the effect on the subject property's value has been reported.</p> <p>9. ENVIRONMENT: Sufficient information about how the overall neighborhood environment effects the subject property's value has been reported.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SITE	<p>10. COMMUNITY STANDARDS: The site, site improvements and utilities have been accurately described, and it has been reported if they meet community standards.</p> <p>11. PRIVATE STREETS: If the site fronts a private street, any legally enforceable street maintenance agreements have been reported.</p> <p>12. NONCONFORMING / ILLEGAL USE: If the subject property does not conform or is used illegally, this effect on the subject's value has been reported.</p> <p>13. HIGHEST AND BEST USE: If present improvements are not the Highest and Best Use, the effect on the subject's value has been reported. If the property can be renovated to its Highest and Best Use, this has been noted.</p> <p>14. FEMA FLOOD HAZARD: If the property is in a "FEMA Flood Hazard", a FEMA flood map has been attached, and its effect on the subject's value has been reported.</p> <p>15. EASEMENTS, ENCROACHMENTS, ETC.: The effect of easements and encroachments on the subject's value has been considered.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>NA</p> <p>NA</p> <p>NA</p> <p>NA</p>
IMPROVEMENTS	<p>16. DESCRIPTION: The description of improvements is complete and accurate compared to photographs, sketches and other information including physical deterioration and functional obsolescence.</p> <p>17. AGE ESTIMATES: The Effective Age, Actual Age and Remaining Economic Life estimates are consistent with each other and the physical deterioration and functional obsolescence estimates.</p> <p>18. INTERIOR SKETCH AND GLA: The interior sketch is consistent with the room list. Finished below grade rooms have been reported but have not been included in the GLA calculation. The GLA has been properly calculated.</p> <p>19. INTERIOR DESCRIPTION / PERSONAL PROPERTY: Personal property has been marked with a "P" and has not been included in the subject's value. The interior description is complete and correct.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
AUTOS	<p>20. CAR STORAGE: The description matches the sketches and photographs. If car storage is inadequate, its effect on the subject's value has been reported.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

	ITEMS	Y E S	N O	COMMENT ON ALL "NO's"
COMMENTS	21. EXPLANATIONS: Any ratings of "Fair" or "Poor" or described as non-conforming or atypical have been explained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	22. PHYSICAL DETERIORATION/OBSOLESCENCE: Any external obsolescence, physical deterioration or functional obsolescence has been explained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	23. GENERAL MARKET CONDITIONS: General market conditions have been sufficiently reported.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
COST APPROACH	24. CALCULATION: The calculations are correct.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	25. COST APPROACH: The use of the cost approach is suitable for the property, and all the steps of the cost approach have been properly applied.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	26. SITE VALUE: The site value is reasonable, and if higher than usual it has been explained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proximity of Site Sales is blank.
	27. REPRODUCTION COST: The reproduction cost estimates are reasonable and have been properly calculated.	<input type="checkbox"/>	<input type="checkbox"/>	NA - Not Applied
	28. DEPRECIATION: External obsolescence, physical deterioration and external obsolescence estimates match reported items on the front of the URAR.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SALES COMPARISON	29. COST APPROACH FINAL VALUE ESTIMATE: The estimate is reasonable and is consistent with the "Sales Comparison Analysis" estimate.	<input type="checkbox"/>	<input type="checkbox"/>	NA- Not Applied
	30. COMPARABLE SALES SELECTION: The comparable sales are correct, and an adequate reason has been given as to why they were selected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	31. SUBDIVISIONS: "New Subdivision" subject properties contain at least one comparable sale outside the subdivision unless there have been sufficient resales inside the new subdivision. Established subdivision subject properties contain comparable sales from inside the subdivision.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	32. COMPARABLE SALES ADJUSTMENT: A minimum of three closed Comparable Sales have been analyzed. Minus dollar adjustment for superior differences and a plus dollar adjustment for inferior differences have been made.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	33. VALUE VS. COST ADJUSTMENTS: The adjustments accurately assess the value rather than cost of the adjusted items.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	34. LARGE ADJUSTMENTS: A satisfactory explanation has been provided for best comparable sales if their net adjustment exceeds 15%, the gross adjustment exceeds 25% or if there is a substantial difference between their adjusted prices.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
INCOME	35. OTHER ADJUSTMENTS: If needed, other adjustments have been made for schools, room counts, GLA's, sales and/or financing concessions, improvements, and any external or functional obsolescence, and/or physical deterioration of the comparable sales.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	36. RECONCILIATION: The "Reconciliation" is supported by sound reasoning and explains the appraised final value.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	37. MARKET RENT GMRM: The income approach has been used if the house is an investment property. The GMRM and estimated market rent are supported in the addenda. If the income approach was not used, it has been explained.	<input type="checkbox"/>	<input type="checkbox"/>	NA - Not Applied
RECONCILE	38. "AS IS" SUBJECT TO FUTURE WORK/CONDITIONS: If not "as is," future work or conditions have been listed in the report.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	39. FINAL RECONCILIATION: The final value estimate has been supported by sound reasoning and data.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ADDENDA	40. ATTACHMENTS: The required Certificate and Statement of Limiting Conditions, Definition of Market Value, Photographs of the Subject and Comparable Sales, Maps, Exterior Sketch and Interior Floor Plan Addenda have been attached to the report.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FNMA and FHLMC acknowledge most appraisals will not contain every specific item listed in this URAR Appraisal Desk Review form. The reviewer should judge the importance of any items marked "NO" in this report. If the appraisal as a whole sufficiently describes the subject property and supports the value conclusion, no further action is needed.

REVIEWER'S REPORT	I have reviewed the appraisal. I do not know of any changes since the appraisal's date which would significantly affect the subject property's value.	
	<input type="checkbox"/>	The appraisal is acceptable. The market value estimate has been properly supported, and the property description is complete and accurate. While it is not necessary the appraisal meet every specific guideline, the appraisal is supported by sound reasoning and any variations from FNMA/FHLMC standards have been explained.
	<input checked="" type="checkbox"/>	The appraisal requires additional information to be acceptable. The items requiring additional information are: <u>The appraisal is acceptable, however in the sales history section, the purpose of appraisal should more clearly spell out, perhaps relative to an extraordinary assumption, that the property is under consideration for acquisition by the City of Pensacola, under specific guidelines of the FAA, giving full value support from transactions taken outside the project area, so as to minimize the value impact of previous acquisitions in the project area.</u>
	<input type="checkbox"/>	The appraisal is unacceptable. Market value estimates are not sufficiently supported and the subject property description is not accurate and/or complete.
Reviewer's Name <u>G. Daniel Green, MAI, SRA</u>		Date Reviewed <u>6/28/2016</u>
		<input type="checkbox"/> Did <input checked="" type="checkbox"/> Did Not Inspect Property



File No.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they considers their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

SCOPE OF REVIEW: The scope of this review is limited to the information being provided by the original appraiser, and is to form an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data; form an opinion as to the appropriateness of the appraisal methods and techniques used and develop the reasons for any disagreement; form an opinion as to whether the analyses, opinions, and conclusions in the report under review are appropriate and reasonable, and develop the reasons for any disagreement.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

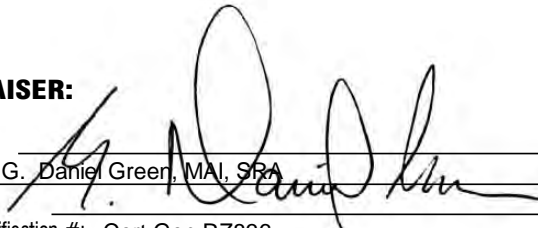
CERTIFICATION: The reviewer certifies and agrees that, to the best of his/her knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
10. Unless otherwise indicated, I have not made a personal inspection of the subject of the work under review.
11. Unless otherwise indicated, no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

CONTINGENT AND LIMITING CONDITIONS: The certification of the Reviewer appearing in the review report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Reviewer in the review report.

1. The Reviewer assumes no responsibility for matters of a legal nature affecting the property which is the subject of this review or the title thereto, nor does the Reviewer render any opinion as to the title, which is assumed to be good and marketable.
2. The Reviewer will not give testimony or appear in court because he or she reviewed an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
3. The Reviewer assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Reviewer assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. This review report must not be considered an environmental assessment of the subject property.
4. Information, estimates, and opinions furnished to the Reviewer, and contained in the review report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Reviewer can be assumed by the Reviewer.
5. Disclosure of the contents of the report is governed by the Uniform Standards of Professional Appraisal Practice, the Bylaws and Regulations of the professional appraisal organizations with which the Reviewer is associated, and any applicable federal, state or local laws.
6. Neither all, nor any part of the content of the review report, or copy thereof (including the conclusions of the review, the identity of the Reviewer, professional designations, reference to any professional appraisal organizations, or the firm with which the Reviewer is connected), shall be used for any purpose by anyone but the client specified in the review report, its successors and assigns, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent and approval of the Reviewer.
7. No change of any item in the review report shall be made by anyone other than the Reviewer and the Reviewer shall have no responsibility for any such unauthorized change.

APPRAISER:

Signature: 
Name: G. Daniel Green, MAI, SRA
Title: _____
State Certification #: Cert Gen RZ836
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2016
Date Signed: 06/28/2016

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00628

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DIVISION HOUSING CHOICE VOUCHER PROGRAM

RECOMMENDATION:

That City Council approve the amendments to the Administrative Plan for the Pensacola Housing Division Housing Choice Voucher program.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Administrative Plan for the Housing Choice Voucher (HCV) program is used to establish local policies for administration of the federal program in accordance with U.S. Department of Housing and Urban Development (HUD) requirements. On occasion, the Plan must be amended to remain in compliance with program guidelines. Amendments to the plan are proposed in response to legislative and programmatic changes implemented by HUD through the passage of the Housing Opportunity Through Modernization Act of 2016; Public and Indian Housing (PIH) Notice 2016-05, Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies; and PIH Notice 2015-19, Guidance for Public Housing Agencies (PHAs) and Owners of Federally-Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions. A summary of the amendments is presented in Attachment 1.

In addition to the amendments, the text of the Plan has been updated throughout to provide greater clarity and create a more user-friendly document for program participants and the public. Both the current and draft HCV Administrative Plans are available for review on the Housing Division page of the City of Pensacola website.

PRIOR ACTION:

May 27, 2010 - City Council approved amendments to the Pensacola Housing Division Housing Choice Voucher program Administrative Plan

May 23, 2011 - City Council approved amendments to the Pensacola Housing Division Housing Choice Voucher program Administrative Plan

May 22, 2014 - City Council approved amendments to the Pensacola Housing Division Housing Choice Voucher program Administrative Plan

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

CITY ATTORNEY REVIEW: Yes

11/14/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Marcie Whitaker, Housing Administrator

ATTACHMENTS:

- 1) Summary of Amendments
- 2) Pensacola Housing Division Housing Choice Voucher Program Administrative Plan

PRESENTATION: No

City Council Meeting Date: December 14, 2017

Subject: Administrative Plan for Pensacola Housing Division Housing Choice Voucher Program

Attachment 1: Summary of Amendments

Amendments address legislative and programmatic changes implemented by the U.S. Department of Housing and Urban Development (HUD) to include the Housing Opportunity Through Modernization Act (HOTMA) of 2016; Public and Indian Housing (PIH) Notice 2016-05 Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies; and PIH Notice 2015-19, Guidance for Public Housing Agencies (PHAs) and Owners of Federally - Assisted Housing on Excluding the Use of Arrest Records in Housing Decisions.

1. Section 1.3.1 HCV Homeownership – New Section provided to address the Homeownership program which allows a Public Housing Agency to provide voucher assistance for an eligible family to purchase a dwelling unit for residence.
2. Section 2.15 Criminal History Requirements – Amended to reflect current HUD guidance provided in PIH Notice 2015-19.
3. Section 3.17 Reasonable Accommodation or Modification Request to Landlords – New Section provided to address such requests.
4. Section 4.3.7 Repayment Agreements – Amended to reflect Housing policy regarding the number of Repayment Agreements allowed prior to terminating program participation.
5. Section 6.0 HCV Project-Based Program – Amended to reflect changes to program allocation provisions under HOTMA.
6. Section 6.3 Project Selection Process – Amended to address non-competitive selection process.
7. Section 6.12 Family Right to Move – Amended to reflect circumstances when a tenant based voucher would be offered to a project based voucher participant.
8. Section 8.1 Income and Allowances – Amended to clarify distinction between medical expense allowance and disability expense allowance.
9. Section 8.2 Disallowance of Earned Income for Persons with Disabilities – Amended to reflect current HUD guidance per PIH Notice 2016-05.
10. Section 8.2.3 Maximum Exclusion Period – Amended to reflect current HUD guidance per PIH Notice 2016-05.
11. Section 13.0 HQS and Inspection Policies – Amended to reflect current HUD guidance per PIH Notice 2016-05 allowing for a biennial inspection.
12. Section 13.3 Types of Inspections – Amended to reflect current HUD guidance per PIH Notice 2016-05 allowing for a biennial inspection.
13. Section 13.4 Initial HQS Inspections – Amended to reflect Housing policy.
14. Section 13.5 Annual or Biennial HQS Inspections – Amended to reflect biennial inspection requirements.
15. Section 13.5.1 Attendance at Annual and Biennial Inspections – Amended to reflect biennial inspection option and clarify Housing policy.

City Council Meeting Date: December 14, 2017

Subject: Administrative Plan for Pensacola Housing Division Housing Choice Voucher Program

Attachment 1: Summary of Amendments

Page 2

16. Section 13.5.2 Reinspections – Amended for clarification and to address reinspection fee.
17. Section 13.5.3 Owner Self-Certification of Minor Fail Items – Amended to address reinspection fee.
18. Section 13.9 Owner and Family Responsibilities for HQS – Amended to clarify tenant-assigned HQS fail items.
19. Section 13.13 Reinspection Fees for Annual and Biennial Inspections – New Section to address reinspection fees.
20. Section 15.9.1 – Criminal Screening Agents and Property Managers – New Section to reflect Housing policy.
21. Section 16.2.2 Missed Appointments – Amended to reflect Housing policy regarding the number of missed appointments allowed prior to terminating program participation.
22. Section 21.3.1 Pensacola Housing May Decline to Enter Into A Repayment Agreement – Amended to reflect Housing policy.
23. Section 22.1 Complaints – Amended to clarify Housing procedure.

City Council Meeting Date: December 14, 2017

Subject: Administrative Plan for Pensacola Housing Division Housing Choice Voucher Program

Attachment 2: Pensacola Housing Division Housing Choice Voucher Program Administrative Plan



**Administrative Plan
for the
Pensacola Housing Division
Housing Choice Voucher Program**

November 2017

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

Notice

This Administrative Plan was most recently approved by Pensacola City Council on **[DATE]**.

The most recent prior version of this plan had been approved in conjunction with Pensacola Housing Division's FY 2014-2015 Annual Plan, by Pensacola City Council on May 22, 2014.

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

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1.0 Program Overview

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

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

1.1 Goals of the Pensacola Housing Division

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

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

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

1.2 Summary of the HCV Program

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

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

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

1.3 Special Purpose Voucher Programs

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

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

1.3.1 HCV Homeownership Program

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

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

1.4 Purpose of the Administrative Plan

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

1.5 Adherence to the PHA Plan

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

It is always the intent of Pensacola Housing to adhere to the mission, goals, and objectives outlined in its five-year strategic plan. The plan, however, may be modified and re-

submitted to HUD should a substantial deviation from program goals and objectives occur. Pensacola Housing defines substantial deviations as:

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

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

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

1.6 Funding of Operating Expenses

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

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

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

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

Pensacola City Council has authorized the Housing Administrator to expend without prior approval up to \$10,000.00 for authorized expenditures. Any item or items exceeding \$10,000.00 will require prior Pensacola City Council approval before any charge is made against the HCV Administrative Fee Reserve.

2.0 Applicant Eligibility

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

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

Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for any decision made by Pensacola Housing regarding their eligibility.

Please see Chapter 3, "Fair Housing and Equal Opportunity," for additional information on program access and eligibility.

To be eligible for participation in Pensacola Housing's voucher programs, an applicant must:

1. Be a "family," as defined below, which must have a head of household, spouse, or co-head who is at least 18 years of age or an emancipated minor;
2. Be within the applicable income limit as established annually by HUD;
3. Furnish verification of Social Security Numbers for all family members, if they have been assigned a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen;
5. Not owe money to Pensacola Housing or other PHAs;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances;
7. Cooperate in the verification process while the application is reviewed and processed;
8. Meet Pensacola Housing's criminal history standards; and
9. Meet Pensacola Housing's participant history standards (if the applicant is a former participant of the program).

The eligibility criteria are defined further below.

2.1 Definition of Family

For the purposes of this program, the definition of family includes, but is not limited to, the following:

1. An individual, who may be an elderly person, a near-elderly person, a disabled person, a displaced person, or any other individual who is at least 18 years of age or an emancipated minor;
2. A woman who is pregnant;
3. A group of persons residing together. Examples of such groups include, but are not limited to:
 - a. A family with children. Note that a child who is temporarily away from the home because of placement in foster care is considered a member of the family for the purposes of this program;
 - b. A family without children;
 - c. An elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 62 years of age. An elderly family may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides;
 - d. A near-elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 50 years of age but below the age of 62. A near-elderly family may include two or more persons who are at least 50 years of age but below the age of 62 living together, or one or more persons at least 50 years of age but below the age of 62 living with one or more live-in aides;
 - e. A disabled family, meaning a family whose head of household, spouse, co-head, or sole member is a person with a disability. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
 - f. A displaced family, meaning a family in which the members have been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws; or
 - g. The remaining member or members of a participant family who remain in the assisted unit when other members of the household have left the unit.

2.2 Definition of Disabled Person

For the purpose of Pensacola Housing's voucher programs, a person with a disability is defined as an individual who permanently or temporarily:

1. Has a disability as defined in Section 223 of the Social Security Act; or
2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
3. Is determined to have a physical, mental, or emotional impairment, as defined by the Americans with Disabilities Act (ADA), that substantially limits one or more major life activities; or has a history or record of such impairment; or is perceived by others as having such an impairment; or
4. Is receiving Social Security Disability or SSI benefits based on a determination of disability by the Social Security Administration.

5. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
6. In accordance with 24 CFR Part 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Pensacola Housing will verify a person's disability only to the extent necessary to ensure that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation.

It is a violation of Section 504 of the Americans with Disabilities Act and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or participant is capable of living independently.

2.3 Definition of Head of Household

The head of household is the adult member of the household who:

1. Has the legal capacity to enter into a lease under state and local law;
2. Will be issued the voucher;
3. Will sign the lease;
4. Will maintain utility accounts for the assisted unit; and
5. Will be responsible for ensuring family obligations under the lease and the Housing Choice Voucher agreement are met.

Note: An emancipated minor may be a head of household.

2.4 Spouse of Head of Household

The spouse is the husband or wife of the head of household.

2.5 Co-Head of Household

A co-head of household is an individual who signs the lease and voucher agreement and who is equally responsible, with the head of household, for lease and Housing Choice Voucher agreement obligations. A household may have a spouse or a co-head, but not both. A co-head cannot be a dependent.

2.6 Live-In Aide

A live-in aide is a person who resides in the household and who meets the requirements for a live-in aide described in Chapter 3.

2.7 Multiple Families in the Same Household

Two families living together (for example, a married couple, their adult child, and that adult child's spouse and/or children) may be treated as single voucher household, as long as the household meets program eligibility requirements.

2.8 Joint Custody of Children

The following guidelines will be used to determine voucher program eligibility of children who are subject to a joint custody agreement:

1. If custody is split unevenly, children will be considered a household member of the parent with whom they primarily reside (51 percent of the time or more).
2. If custody is split evenly (50/50), the parent wishing to include the child in a voucher household will be required to certify, and provide supporting documentation to establish, that the child resides primarily with the applicant or participant. Examples of supporting documentation include tax returns showing the child claimed as a dependent, or the child's school records.
3. Any family with children in a joint custody or temporary guardianship arrangement wishing to include those children in a voucher household will be required to certify that the child is not listed as a household member in any other unit receiving a subsidy from a federal, state or local housing program.
4. If a child is included in a voucher household administered by Pensacola Housing and subsequently appears on the Multiple Subsidy Report in HUD's EIV system, Pensacola Housing may open an investigation. If it is determined that the criteria defined above have not been met, the child will be removed from the voucher household for the purposes of HUD reporting; and, if appropriate based on remaining household composition, the payment standard for the family will be reduced at the next reexamination.

2.9 Eligibility of Students

On December 30, 2005, HUD published a final rule implementing a new law pertaining to the eligibility of students for Section 8 housing. HUD guidance was published in a notice in the April 10, 2006 Federal Register and is available at <http://www.gpo.gov/fdsys/pkg/FR-2006-04-10/pdf/06-3365.pdf>.

Under this rule, a person is not eligible to separately receive Section 8 assistance who:

- Is enrolled as a student at an institution of higher education (a detailed definition of this term is provided in the April 10, 2006 Federal Register notice, pages 18149-18150); and
- Is under the age of 24; and
- Is not a veteran of the United States military; and
- Is unmarried; and
- Does not have a dependent child; and
- Is individually ineligible for Section 8 assistance; and

- Has parents who are, individually or jointly, ineligible for assistance.

In summary, the Federal Register states: *“If a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student’s parents are, individually or jointly, ineligible for assistance, no Section 8 can be provided to the student. Unless the student is determined independent from his or her parents, as discussed in this guidance, the eligibility of a student seeking Section 8 assistance will be based on both the student and the parents being determined income eligible for Section 8 assistance.”*

Note: HUD’s April 10, 2006 guidance on student eligibility does not apply to a student residing in a Section 8 assisted unit with his or her parent or parents, or to a student residing with his or her parent or parents who are applying to receive Section 8 assistance.

The rule also provides that, in determination of student income, financial assistance in excess of tuition assistance received by the student will be included in annual income for determination of eligibility for Section 8 assistance. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income.

2.10 Income Eligibility

To be income eligible, the applicant family shall, at the time the family initially receives the Housing Choice Voucher, be a family that is:

1. An extremely low-income or a very low-income family. “Extremely low-income” means a household whose gross annual income does not exceed the higher of the Federal Poverty Level or 30 percent of the area median income established annually by HUD for Escambia County. “Very low-income” means a household whose gross annual income does not exceed 50 percent of the area median income established annually by HUD for Escambia County; or
2. A family that has been continuously assisted under the 1937 Housing Act. (An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance); or
3. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

Families whose annual income exceeds the very low income limit for their family size will be denied.

In accordance with HUD requirements, Pensacola Housing will ensure that at least 75% of households leased up as new admissions in a fiscal year shall be extremely low-income. If Pensacola Housing determines that it’s in danger of missing this goal, it may suspend issuing vouchers to applicants at the very low income level for a period of time, until the target percentage of extremely low income households has been met. Households at the very low income level will retain their position on the waiting list during this time.

Income limits apply only at admission and are not applicable for continued assistance, even for families who opt to move to a different unit within Pensacola Housing's jurisdiction, or to exercise portability. However, as income increases, the HAP will decrease.

2.11 Income Eligibility for Families Exercising Portability

The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.

For families who apply to the program through Pensacola Housing, this means the applicable income limit for issuance of a Housing Choice Voucher is the income limit for Escambia County, except for families who request to exercise the portability option as an applicant. Families who request to port out without first leasing up in Escambia County must meet the income limit requirements for the receiving PHA's jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability, and have the status of applicant rather than of participant at their initial PHA, must meet Escambia County's very low-income limit in order to be issued a Housing Choice Voucher in this jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability and are currently program participants at the initiating PHA do not have to meet the income eligibility requirements for Pensacola Housing's jurisdiction.

2.12 Mandatory Social Security Numbers

Prior to admission, all applicants are required to provide verification of Social Security Numbers for all family members six months of age and older who have been assigned a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program, except for the addition of individuals under the age of six who do not have an assigned Social Security Number. For such individuals, verification of a newly assigned Social Security Number must be provided within 90 days of being added to the household.

Persons who provide Social Security Numbers, but cannot provide verification, can retain their place on Pensacola Housing's waiting list for a period of 90 days, but cannot be admitted to the program until verification is provided.

Failure to provide verification of Social Security Numbers is grounds for denial or termination of assistance.

2.13 Exemptions from Social Security Number Disclosure

Individuals who were program participants as of January 31, 2010, who are 62 years of age or older, and who had not previously disclosed a valid Social Security Number are exempt from disclosure, even if the individual moves to a new assisted unit.

Persons who have not been assigned a Social Security Number must certify that they have never been assigned a Social Security Number and can only be included in an applicant household if they do not contend to have eligible immigration status and are part of a “mixed” family, under 24 CFR 5.216(a), 5.516, 5.518, 5.520.

2.14 Citizenship/Eligible Non-Citizen Status

Applicants must provide verification of eligibility based on citizenship or immigrant status at admission to the program.

The status of each member of the household is considered individually for the citizenship/eligible immigrant requirement before the family’s status is defined.

Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the HCV program. Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a).

Despite the ineligibility of one or more family members, a mixed family may be eligible for partial assistance. See Section 2.14.1, Mixed Families, below.

A family without any eligible members that was receiving assistance as of June 19, 1995, may be eligible for temporary deferral of termination of assistance.

2.14.1 Mixed Families

A mixed family is a family that includes at least one member with citizenship or eligible immigrant status and another member or members without citizenship or eligible immigrant status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigrant status.

2.14.2 Ineligible Families

Ineligible families are those families in which no members are eligible for assistance.

2.14.3 Appeals

Applicants who are denied admission because of immigrant status are entitled to an informal hearing, as provided in Chapter 21 of this Administrative Plan.

2.15 Criminal History Requirements [24 CFR 982.553]

Pensacola Housing will conduct criminal background checks on all adult household members, including live-in aides. If the individual has lived in the local jurisdiction for the past five years, this check will be made through state or local law enforcement or clerk of court records. If the individual has lived outside the local area, Pensacola Housing may contact law enforcement agencies where the individual has lived previously, or request a

check through the FBI's National Crime Information Center (NCIC).

The Housing Division will deny assistance to any adult household member who has one or more drug related or violent-crime-related felony convictions within the past three years.

Applicants who were incarcerated for a drug or violent-crime-related felony become eligible for HCV program assistance three years after their release from incarceration.

Pensacola Housing will prohibit admission to any applicant or participant who is subject to a registration requirement under a state sex offender registration program. The prohibition will last for the duration of that required registration. If the applicant or participant is subject to a lifetime registration requirement under a state sex offender program, Pensacola Housing will permanently prohibit that individual from participation in the voucher program.

In addition, Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.16 Consent Authorization Forms

Each member of the family who is at least 18 years of age, and each head of household and co-head or spouse, regardless of age, shall sign one or more consent forms. The consent forms will include, at minimum, the following:

1. A provision authorizing Pensacola Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for initial eligibility or for continued participation.
2. A provision authorizing Pensacola Housing to request income information from the Internal Revenue Service, the Social Security Administration, the Department of Children and Families, Child Support Services, credit reporting agencies, other PHAs, and other sources, for the sole purpose of verifying income and asset information pertinent to the family's eligibility for assistance and level of benefit.
3. A provision authorizing Pensacola Housing to request information regarding utility accounts.

2.17 HUD-Required Denial for Failure to Submit Consent Forms

Pensacola Housing will not admit a family if any adult member of the family fails to sign and submit consent forms for obtaining information required by Pensacola Housing. This denial is required pursuant to 24 CFR 982.552(b, 3).

2.18 Other Requirements

In addition to denial of admission for the reasons outlined above, Pensacola Housing may deny admission to a family if any family member:

1. Was previously assisted under the program and was terminated for violating any family obligation in the last 3 years;
2. Was evicted from federally-assisted housing in the last 3 years;
3. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way, in the last 3 years;
4. Currently has a debt with Pensacola Housing or any other PHA. Note that applicants who have a debt with Pensacola Housing based on prior program participation and who have stayed current on a payment plan may request an exception to this requirement, to be reviewed on a case-by-case basis;
5. Has participated in the Family Self-Sufficiency (FSS) program and has failed to comply with the family's FSS contract of participation;
6. Has ever engaged in or threatened abusive or violent behavior toward Pensacola Housing or other housing authority personnel, in the last 3 years, as follows:
 - a) "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.
 - b) "Threatening" refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

2.19 Screening for Port-In Families

Pensacola Housing shall use the criminal history requirements, HUD-required denials, and other requirements described above to screen families seeking to port into Pensacola Housing's HCV program, as per 24 CFR 982.355(c, 10).

2.20 Notice of Standards to Applicants and Participants

Pensacola Housing shall give every applicant and participant a written description of:

1. Family obligations under the program;
2. The grounds under which Pensacola Housing may deny or terminate assistance because of family action or failure to act; and
3. Pensacola Housing's informal review procedures for denial of admission to the program and informal hearing procedures for terminating program participation for applicants.

2.21 Notice to Owners Regarding Additional Tenant Screening

Pensacola Housing shall screen applicants for satisfaction of the program admission criteria only. Pensacola Housing does not screen for suitability for tenancy. Screening for suitability is the property owner's responsibility. Pensacola Housing has no responsibility

for the family's behavior or conduct as tenants, and has no liability to property owners or others for the acts of HCV program tenants.

2.22 Information Provided to Owners

Upon request, Pensacola Housing will provide to a prospective landlord:

- The name and address, if known to Pensacola Housing, of the prospective tenant's current and immediately prior landlords; and
- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

It is the policy of Pensacola Housing to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing, Equal Access, and Equal Opportunity in housing and employment.

3.1 Affirmatively Furthering Fair Housing

Pensacola Housing shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV program on the basis of race, color, religion, sex, disability, familial status, national origin, or marital status.

To further its commitment to full compliance with applicable civil rights laws, Pensacola Housing will provide information on federal, state, and local regulations and ordinances to applicants and voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices that take complaints and perform investigations, including HUD's Office of Fair Housing and Equal Opportunity, HUD's Southeast/Caribbean Fair Housing Hub, the Florida Commission on Human Relations, and the Escambia-Pensacola Human Relations Commission. This information will be reviewed during the eligibility briefing session. Fair Housing information and discrimination complaint forms will be part of the voucher holder's eligibility briefing packet and available upon request anytime at the Pensacola Housing Division.

Fair Housing posters are displayed at the Pensacola Housing Division, including in the lobby and meeting room, and the equal opportunity logo is used on all outreach materials.

Pensacola Housing staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as part of the overall commitment to quality customer service. Whenever possible, Pensacola Housing staff will attend local Fair Housing training sponsored by HUD and other industry organizations to keep current with new developments.

3.2 Assistance to Families Claiming Discrimination

Pensacola Housing will assist any family that believes it has suffered illegal discrimination by providing copies of the housing discrimination form. Housing Division staff will assist in completing the form, if requested, and will provide contact information for the nearest HUD Office of Fair Housing and Equal Opportunity.

Pensacola Housing will advise families about how to file a complaint if they believe they have been discriminated against by an owner. Housing staff will advise the participant to make a Fair Housing complaint. Pensacola Housing may also report the owner to HUD (Fair

Housing/Equal Opportunity) or to the local Fair Housing organization, the Escambia-Pensacola Human Relations Commission.

3.3 Role of Advocates and Translators

All applicants and participants, whether or not they are persons with a disability, may bring a family member, a case-manager, or an advocate with them to all appointments with Pensacola Housing, including initial interviews, eligibility briefings, and recertification appointments.

With the permission of the applicant or participant, an advocate may be allowed to provide some information on the applicant's or participant's behalf.

Applicants who wish to have case managers, advocates or other intermediaries act on their behalf must sign a release of information form authorizing Pensacola Housing staff to discuss their application information with the intermediary.

Pensacola Housing staff may assume that advocates and translators, including adult family members, who accompany applicants and participants in person have the applicant's or participant's permission to witness confidential conversations and documents.

Pensacola Housing staff may assume that advocates and translators who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicant's or participant's permission to conduct the conversation. However, staff will exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant; or, staff may refrain from disclosing highly sensitive information (for instance, denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

Pensacola Housing staff will not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present without a written, signed and dated request by the applicant or participant giving Pensacola Housing permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed.

Pensacola Housing staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013

(VAWA 2013), Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

In addition, Pensacola Housing will adhere to the following guidelines when administering the HCV program to applicants or participants who are victims of domestic abuse:

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as “abuse”) is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as “serious or repeated violations of the lease” for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA 2013 defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands *in loco parentis*; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Division or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.
5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).
6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

In order to protect their ongoing assistance, participants who are victims of abuse may be asked to certify that incidences of abuse are bona fide. Form HUD-5382 may be used for this purpose. The certification must contain the name of the perpetrator, but only if the

name of the perpetrator is known to the victim, and the name can be provided safely. Certification must be provided within 14 business days after Pensacola Housing's request for it. If the certification is not provided within this timeframe, Pensacola Housing may terminate assistance.

In lieu of the tenant completing form HUD-5382, Pensacola Housing will also accept documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, or a record from an administrative agency from which the victim has sought assistance, in which the professional or agency official attests under penalty of perjury that the incident(s) are bona fide. Federal, state, tribal, territorial or local police or court records will also be acceptable.

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA and VAWA 2013 at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

3.5 Accessibility to Persons with Disabilities

The Pensacola Housing Division is accessible to persons with disabilities. Accessibility for the hearing impaired is available via TDD/TTY at (850) 595-0102.

Except as otherwise provided in 24 CFR 8.21(c, 1), 24 CFR 8.24(a), 24 CFR 8.25, and 24 CFR 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because Pensacola Housing's facilities are inaccessible to, or unusable by, persons with disabilities.

Pensacola Housing shall operate each service, program, and activity so that when viewed in its entirety, each service, program, and activity is readily accessible to and usable by individuals with disabilities.

3.6 Reasonable Accommodation Policy

In housing, a reasonable accommodation is an exception or change to one or more rules, policies, practices, services, or regulations that will allow an applicant or participant with a disability to have full access to the housing program or dwelling unit. As per 24 CFR 100.202, Pensacola Housing will provide reasonable accommodations, upon request, to ensure that otherwise qualified persons with disabilities are not excluded from participation in Pensacola Housing's voucher programs.

This reasonable accommodation policy is applicable to all situations described in this Administrative Plan, including when a family initiates contact with Pensacola Housing, when Pensacola Housing initiates contact with a family, and when Pensacola Housing schedules or reschedules appointments of any kind.

Information is provided to both applicants and participants of the voucher programs, during the eligibility briefing and during the recertification process, regarding their right to reasonable accommodations. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

3.7 Different Treatment Only on Request

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before Pensacola Housing will treat that person differently than anyone else. The option to request an accommodation will be made known by including notices on Pensacola Housing application materials, handbooks, forms and letters and on notices posted throughout the Pensacola Housing Division.

It is a violation of Section 504 of the Americans with Disabilities Act (ADA) and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or tenant is capable of living independently.

3.8 Identifying and Responding to Requests for Accommodation

Although Pensacola Housing does not make assumptions about any client or visitor's needs, it is not always necessary for the person making the request to use the term "reasonable accommodation" in order to be granted one. Often, requests for accommodation are first expressed as complaints that a particular program feature or process is inaccessible.

Pensacola Housing staff presented with a complaint about accessibility may make a determination to immediately treat the complaint as a request for a reasonable accommodation and grant it, if the accommodation is customary and relatively simple to do accommodate (for example, conducting a one-on-one eligibility briefing at the Pensacola Housing Division). Otherwise, staff will ask the person complaining if he or she wishes to request an accommodation. If the answer is yes, staff will invite the person requesting the accommodation to put the request in writing for further consideration and formal response. Staff shall provide assistance with the written request if asked to do so.

3.9 Verification of the Presence of a Disability

An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definitions of disability that appear in Section 2.2, Definition of Disabled Person, of this Administrative Plan. Most requests require the completion of Pensacola Housing-approved forms, which are used to verify information provided in the request. Pensacola Housing staff will provide these forms at the time of the client's request for an accommodation.

The written request must contain the individual's own certification of the presence of a disability and a description of the requested accommodation, along with any acceptable alternatives the individual may be able to identify in advance. In addition, Pensacola

Housing will require that a professional third party competent to make the assessment provide written verification of the following:

1. The presence of a disability that meets one of the definitions from Section 2.2; and
2. The assertion that the person needs the specific accommodation requested in order to have equal access to the voucher program.

Completed written requests for an accommodation shall be given to the Pensacola Housing staff member working with the client. The staff member will forward the request to his or her supervisor, who will review and respond to the request. Copies of all requests for accommodation shall be kept in the applicant/participant file.

3.10 Undue Administrative or Financial Burden

If Pensacola Housing finds that the requested accommodation creates an undue administrative or financial burden, Pensacola Housing will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of Pensacola Housing (for instance, waiving a family obligation).

A requested accommodation that creates an undue financial burden is one that, when considering the available resources of the agency as a whole, would pose a severe financial hardship to the Pensacola Housing Division.

3.11 Responding to a Request for Accommodation

Pensacola Housing will provide a written decision to the person requesting the accommodation within 30 days of receipt of the individual's written request for the accommodation. The written response shall include information on how to appeal a denial.

3.12 Appeal of Denial for an Accommodation

If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Pensacola Housing's decision by sending a written request to the attention of the Pensacola Housing Division within 30 calendar days of the date of Pensacola Housing's written response to the original request.

3.13 Exception Payment Standards as a Reasonable Accommodation

In accordance with HUD notice PIH 2013-03, Pensacola Housing may approve an exception payment standard of up to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Units that have been granted an exception payment standard as a reasonable accommodation are still subject to a rent reasonableness determination in accordance with section 8 (o, 10) of the U.S. Housing Act of 1937 and the HCV program regulations. Pensacola Housing will perform the rent reasonableness determination and retain a record of it as part of the participant's file. In addition, Pensacola Housing will maintain documentation that the unit has the feature(s) required to meet the needs of the person with disabilities.

3.14 Policy on Live-In Aides

A live-in aide is a person who resides with one or more elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A family may include a live-in aide provided that such live-in aide:

1. Is determined by Pensacola Housing to be essential to the care and well-being of an elderly person or a person with disabilities;
2. Is not obligated for the financial support of the disabled or elderly person(s);
3. Would not be living in the unit except to provide care for the person(s);
4. Is qualified to serve as a live-in aide (that is, is of an age and level of health capable of carrying out the duties one would expect to be associated with providing personal care to another individual); and
5. Meets Pensacola Housing's requirements regarding criminal history.

Additionally, the following requirements apply to live-in aides:

1. Pensacola Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Pensacola Housing's subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person or persons has been approved by Pensacola Housing.
2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and do not qualify as live-in aides.
3. Pensacola Housing may not approve a live-in aide if that person does not keep the subsidized unit as their primary residence.

A live-in aide is treated differently than family members, in that:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-in aides are not subject to non-citizen rule requirements; and

3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all elements of the live-in aide definition as described above.

A live-in aide may only reside in the unit with the approval of Pensacola Housing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of a family member who is elderly or disabled.

Pensacola Housing will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8.

At any time, Pensacola Housing may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

1. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. Commits drug-related criminal activity or violent criminal activity; or
3. Is a sex offender currently subject to a registration requirement; or
4. Currently owes a debt to Pensacola Housing or to another PHA, and is not current on the repayment agreement.

Pensacola Housing shall conduct a criminal background check for live-in aides proposed by applicants and participants, and shall deny approval if the review of criminal history discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

3.15 Alternate Forms of Communication

When Pensacola Housing has initial contact with an applicant, Housing Division staff shall ask whether the individual requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; permitting applicants to submit paperwork by mail; and providing alternative sites for the individual to conduct business, for example, home visits.

Pensacola Housing may never require an applicant to provide, or pay for, his or her own alternative forms of communication, including a sign language interpreter. It is always Pensacola Housing's responsibility to provide a qualified sign language interpreter; however, an applicant may choose to have a friend, relative, or other advocate assist in conducting business with Pensacola Housing.

3.16 Services for Non-English Speaking Applicants and Participants

In compliance with Executive Order 13166, Pensacola Housing provides meaningful access to the HCV programs by minimizing language barriers faced by persons who have limited English proficiency.

Upon request, Pensacola Housing will provide a professional interpreter, whether in person or through a service such as Language Line Services, to interpret a document that pertains to admissions and/or the receipt of housing assistance, except in cases where a professional interpreter is not available in the chosen language. During the meeting with the professional interpreter, the applicant or participant may request staff to be excused for a portion of the time in order to privately review the document.

3.17 Reasonable Accommodation or Modification Requests to Landlords

Reasonable accommodation requests made directly to Pensacola Housing cover access to the Pensacola Housing Division's office and other resources, and the ability to use the voucher. However, because Pensacola Housing is not a housing provider, requests for reasonable accommodations or modifications regarding rental applications, lease requirements, the location and features of a rental unit and its surroundings, or other matters concerning a specific landlord or unit, cannot be made directly to Pensacola Housing. Instead, such requests must be made to the landlord. However, Pensacola Housing staff will be available as a resource to assist applicants and participants with this process, including assisting with Fair Housing complaints when reasonable accommodation or modification requests are unlawfully denied.

4.0 Responsibilities and Obligations

This chapter outlines the responsibilities and obligations of the Pensacola Housing Division, participating property owners and landlords, and participating families.

4.1 Pensacola Housing Division Responsibilities

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

In administering the program, Pensacola Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to families and owners;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
5. Encourage participation by owners having accessible units;
6. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
7. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-required tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the housing assistance payment for the family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;

9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;
10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

4.2 Owner Responsibilities

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with Fair Housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family in writing at least sixty (60) days prior to any requested rent increase.

For provisions on reasonable modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.

4.3 Family Obligations

This section states the obligations of participant families under the program.

4.3.1. Supply Required Information

The family must supply any information that Pensacola Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status. All information supplied by the family must be true and complete.

The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled annual reexamination, or an interim reexamination, of family income and household composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4.3.2 Comply with HQS

The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice. In addition, the family is responsible for any breach of Housing Quality Standards (HQS) caused by the family or its guests.

4.3.3 Occupy and Properly Use the Unit

1. The family must comply with their lease.
2. The family must use the assisted unit for residence. The assisted unit must be the family's only residence.
3. After Pensacola Housing has approved the composition of the assisted family residing in the unit, the family must ensure that only authorized household members reside in the unit (including foster children, foster adults, or live-in-aides).
4. The family must request and receive prior approval from the owner, and from Pensacola Housing, to add any adult household member as an occupant of the unit.
5. The family must promptly inform Pensacola Housing of the birth, adoption, custody, or guardianship of a minor. Documentation of guardianship of minors and disabled adults may be required.
6. If Pensacola Housing has given prior approval, a foster child, foster adult, or live-in aide may reside in the unit.
7. The family must promptly notify Pensacola Housing if any family member no longer resides in the unit for any reason, including divorce, incarceration, or death.
8. The family must not sublet or reassign the unit.
9. Household members, and guests of the household, must not engage in any illegal activities in the unit.

10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as the family residence. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses, as well as approval of the owner.
11. The family must notify Pensacola Housing and the owner before the family moves out of the unit or terminates the lease. In a rollover or month-to-month lease, at least 30 days' written notice of the lease termination is required.
12. The family must promptly give Pensacola Housing a copy of any eviction notice received.

4.3.4 Report Absences from the Unit

Absence occurs when no member of the family is residing in the unit. The family may be absent from the unit for brief periods, which Pensacola Housing defines as up to 60 consecutive days. Any family absent for more than 60 consecutive days without authorization will be in violation of the family obligations, and will be terminated from the program.

The family may request permission from Pensacola Housing for absences exceeding 60 days. Pensacola Housing will make a determination within 10 business days of the request. The family must notify Pensacola Housing promptly of the absence, and must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit.

In accordance with 24 CFR 982.312 (a), an authorized absence may not exceed 180 consecutive calendar days.

See section 17.1 of this Admin Plan for more information on absences from the unit.

4.3.5 Comply with the Visitor Policy

Any person not included on the HUD-50058 who has resided or slept in the rental unit for more than 21 consecutive days, or a total of 30 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include, but are not limited to: using the unit address for employment or to receive unemployment benefits; for AFDC, child support, or food assistance; if it appears on a driver's license or other government-issued ID, on arrest records, or as a probation residence; or for other agency benefits.

If violation of this policy is reported or suspected, a statement from the landlord, along with other corroborating evidence or documentation provided by the family, will be considered in making a determination.

In the absence of such documentation, the individual may be considered an unauthorized member of the family, and Pensacola Housing may terminate assistance because prior approval was not requested for the addition to the household. An overpayment may result from the family's violation.

4.3.6 Other Family Obligations

1. **Interest in the Unit.** The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
2. **Fraud and Other Program Violations.** Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
3. **Crime by Family Members.** Members of the family may not engage in drug-related criminal activity or violent criminal activity.
4. **Other Housing Assistance.** An assisted family, or member of the assisted household, may not receive additional HCV program assistance, or other federal, state, or local housing subsidies, while participating in Pensacola Housing's HCV program. Families who appear on the EIV Multiple Subsidy Report may be asked to provide documentation showing that no duplicate subsidy is in fact being received by any member of the household.

4.3.7 Repayment Agreements

If monies are owed to Pensacola Housing by a participant for overpayment of housing assistance due to unreported or underreported family income, changes in family composition, fraud, or due to eviction or vacating without notice, the participant is responsible for repaying the amount of the oversubsidy to Pensacola Housing in full.

At Pensacola Housing's discretion, the participant and Pensacola Housing may enter into a Repayment Agreement. The participant's obligations, as defined in the Repayment Agreement, must be current prior to any annual recertification or before the family will be issued a voucher for a voluntary move. If the participant is not current on a Repayment Agreement, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Pensacola Housing will not enter into more than one Repayment Agreement with a program participant. A participant who incurs a second debt while a previous Repayment Agreement is still active will be terminated from the program for a violation of family obligations and ineligible to reapply to the voucher program, or to participate in other subsidized housing programs, for a period of at least 3 years and until all debts to Pensacola Housing are paid in full. The participant retains the right to request an informal hearing.

5.0 The Application and Voucher Issuance Process

Applying to Pensacola Housing's HCV program involves two phases. The first phase is the initial application, known as the pre-application. The pre-application requires the family to provide limited information including the name, address, phone number, and social security number of the head of household, a list of other household members, declaration of all household income, racial and ethnic designation and disability status of the head of household, and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's pre-application, Pensacola Housing will make a preliminary determination of eligibility. Pensacola Housing will notify the family in writing of this determination. If the family is determined to be ineligible, the notice will state the reasons and the family will have the opportunity to request an informal review.

If the family is determined to be eligible, they will be placed on the waiting list as of the date and time when the completed pre-application was received by Pensacola Housing.

An applicant may at any time report changes in their status, including changes in household composition and income. Pensacola Housing will annotate the applicant's file and will maintain their place on the waiting list. Any change of eligibility status will be confirmed with the family in writing. Applicants are also required to submit any changes of mailing address in writing.

The second phase of the application process is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Pensacola Housing uses the full application to confirm the family's eligibility for admission into the HCV program.

5.1 Reasonable Accommodation during the Application Process

When Pensacola Housing has initial contact with an applicant or member of the public, staff shall determine whether the person requires an alternate form of communication. Examples of alternative forms of communication may include but are not limited to the provision of a qualified sign language interpreter; having written materials explained verbally by staff, either in person or by telephone; or provision of written materials in large/bold font. Housing personnel may also offer to make home visits to disabled and elderly applicants.

5.2 Managing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and local PHAs, long waiting periods are common. Pensacola Housing maintains a waiting list of potential applicants who've expressed interest in participating in the HCV

program. Pensacola Housing takes applications to compile the waiting list following the procedures described in this section.

5.2.1 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of receipt of the complete written pre-application;
3. Any contact between Pensacola Housing and the applicant will be documented in the applicant file.

Under current HUD regulations, the waiting list cannot be maintained by bedroom size.

5.3 Closing and Opening the Waiting List

Should Pensacola Housing determine that the waiting list needs to be closed for a period of time, the closure will be announced via public notice. The public notice will be published online, in a local newspaper of general circulation, and also via any available minority media. Notice of closure may also be sent to other local social service agencies.

The reopening of the waiting list will also be announced via public notice. The public notice will state where, when, and how to apply once applications are being accepted again. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Notice may also be sent to other local social service agencies. The public notice will include information about who is eligible to apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for the HCV program, and that applicants will not lose their place on other waiting lists when they apply for the HCV program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

5.4 Taking Applications

Please note: The application process may change with notice.

Applications for the HCV program waiting list will be taken via a dedicated telephone line during regular business hours on the second Wednesday of each month, excluding holidays. Completed self-declaration pre-applications will be accepted from a minimum of 25 applicants who call the application line during the published hours. Pensacola Housing will later verify the information in the application relevant to the applicant's eligibility, admission, and level of benefit.

As a reasonable accommodation, each month elderly and disabled applicants are provided a second opportunity to apply by calling during regular business hours on the second

Thursday of each month, excluding holidays. A dedicated TDD line will be available to take application calls, in addition to the dedicated telephone line. A minimum of 25 applicant names will be taken during each application period for elderly and disabled applicants. Verification of age (government-issued ID including date of birth, etc.) and/or disability status (i.e., receipt of SSI or SSD, or a statement confirming disability status from a qualified medical provider) is required from applicants who call on Thursdays before they will be placed on the waiting list. Applicants may submit these verification documents with their pre-application.

5.5 Families Nearing the Top of the Waiting List

When a family appears to be within approximately 2 months of being offered assistance, the family will be scheduled for an intake interview and the verification process will begin.

The family will complete a Tenant Information Form, present Social Security Numbers and citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

5.6 Waiting List Admissions and Special Admissions

Pensacola Housing may admit an applicant for participation in the program either as a waiting list admission or as a special admission.

If HUD should award funding that is targeted for families with specific characteristics or families living in specific units, Pensacola Housing will use the assistance for those families.

5.7 Preferences

Pensacola Housing will give preference to those families on the waiting list who are victims of federal or state-declared natural disasters. Thirty-party verification of displacement may be required before a voucher is issued.

In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

5.8 Exceptions

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low- income (unless a different target is agreed to by HUD), Pensacola Housing must skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, Pensacola Housing will monitor incomes of newly admitted families and incomes of families on the waiting list.

If there are not enough extremely low income families on the waiting list, Pensacola Housing will conduct outreach on a non-discriminatory basis to attract extremely low income families to reach the statutory requirement.

5.9 Auditing and Purging the Waiting List

Pensacola Housing will audit and update its waiting list periodically to ensure that the pool of applicants reasonably represents interested families. Auditing also enables updating of applicants' information regarding address, household composition, income category and preferences.

5.10 Setting Applicants on the Waiting List to Inactive

Pensacola Housing will change the status of an applicant on the waiting list to inactive under the following circumstances only:

1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information and/or a request to declare their continued interest in the program, or misses a scheduled appointment, or
3. The applicant does not meet the eligibility criteria for the program.

5.11 Intake Meeting

When the applicant's name nears the top of the waiting list, the applicant will be notified in writing of the next scheduled pre-certification intake meeting. Applicants will be given a checklist of required eligibility materials, which must be brought to the intake meeting for review by Pensacola Housing staff.

At the intake meeting, Pensacola Housing staff will review the applicant's materials and make an eligibility determination. If the application is incomplete, staff will provide the applicant with a checklist of outstanding materials and a deadline for completing the application. Failure to complete the application by the deadline will result in the applicant being set to Inactive on the waiting list.

When the application is complete, the applicant will be mailed an invitation to attend the next scheduled Eligibility Briefing.

5.12 Pre-Certification for Persons with Disabilities

For applicants identifying as persons with disabilities, Pensacola Housing is required to verify that the applicant qualifies as a person with a disability under voucher program guidelines before granting the rent deduction, disability expense allowance, or deduction for un-reimbursed medical expenses. Applicants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive the program benefits such status confers.

Pensacola Housing will not require applicants to provide access to confidential medical records in order to verify disability, nor will Pensacola Housing require specific details as to the disability. Pensacola Housing **may not** seek the individual's specific diagnosis, nor seek information regarding the nature and/or severity of effects of the individual's disability.

If Pensacola Housing receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, that documentation will immediately be disposed of, not maintained in the individual's file, as it is confidential information.

Pensacola Housing will ensure that all employees who are involved in the screening application process understand how to conduct participant selection and screening without discriminating on the basis of any protected class, in particular applicants with disabilities.

Home visits are available as a reasonable accommodation. In addition, a Telecommunication Device for the Deaf (TDD) is available during all Housing Division business hours.

If requested to do so by an applicant who is a person with disabilities, Pensacola Housing will consider verifiable, mitigating circumstances that explain and/or overcome any prior misconduct related to a previous assisted tenancy. If a reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration. If eligibility is denied by Pensacola Housing, disabled applicants will be notified in writing, and will be advised of their right to request an informal review. A reasonable accommodation may also be requested by the applicant during the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the programs offered by Pensacola Housing.

5.13 Eligibility Briefing

After eligibility has been confirmed at the intake meeting, the family will be scheduled to attend an Eligibility Briefing explaining how the program works. The family is required to attend the briefing in order to receive a voucher. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission to the program.

Families unable to attend a briefing due to a disability may request a reasonable accommodation, such as having the briefing presented at an alternate location or during a one-on-one appointment. If an applicant with a disability requires auxiliary aids or other assistance to gain full benefit from the briefing, Pensacola Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Pensacola Housing will give primary consideration to the request of the applicant.

Pensacola Housing will provide, upon request, a qualified sign language interpreter. However, the Housing Division's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when conducting business with Pensacola Housing.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside Pensacola Housing's jurisdiction;
4. Types of eligible housing;
5. An explanation of how portability works;
6. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

5.14 Eligibility Packet

During the Eligibility Briefing, Pensacola Housing will provide the family with an information packet covering at least the following subjects:

1. The term of the voucher and Pensacola Housing's policy on extensions and suspensions of the term.
2. How Pensacola Housing determines the Total Tenant Payment (TTP), family share, and Housing Assistance Payment (HAP) for the family;
3. Information on payment standards and the utility estimate schedule;
4. How Pensacola Housing determines the maximum rent for an assisted unit;

5. Where the family may lease a unit. For families qualified to lease outside Pensacola Housing's jurisdiction at initial lease up, the packet includes an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample HAP contract;
7. The Request for Tenancy Approval (RTA) form and an explanation of how to request Pensacola Housing approval of a unit;
8. A statement of Pensacola Housing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing Pensacola Housing to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, Pensacola Housing will also supply any factual information or third party verification relating to the applicant's history as an assisted tenant or their ability to comply with material standard lease terms;
9. Pensacola Housing's payment standards, including when Pensacola Housing will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure;
12. Information on federal, state, and local Fair Housing laws; the brochure "Fair Housing: It's Your Right"; and a copy of the housing discrimination complaint form;
13. A list of landlords known to Pensacola Housing who have expressed an interest in hearing from rental applicants with vouchers;
14. A list of accessible units known to Pensacola Housing that may be available;
15. The family's obligations under the program;
16. The grounds upon which Pensacola Housing may terminate assistance because of the family's action or inaction;
17. Pensacola Housing's informal hearing procedures, including when Pensacola Housing is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
18. An informational brochure and form explaining VAWA (the Violence Against Women Act).

In addition, landlord packets are available in the office and on the internet for all interested parties.

5.15 Issuance of Voucher

Once a family's eligibility has been confirmed and its subsidy standard calculated, all household information, including household income, has been verified, and the family has attended an Eligibility Briefing, Pensacola Housing will issue the voucher. At this point the family begins their search for a unit.

5.16 Term of the Voucher

The initial term of the voucher will be 60 days. The Issue Date and Expiration Date will appear on page 1 of the Housing Choice Voucher.

Pensacola Housing may grant extensions to elderly and disabled families, if requested, or to any family on a case-by-case basis due to mitigating circumstances, including, but not limited to: documented hospitalizations; death; or serious, incapacitating illness in the family. Pensacola Housing may also grant extensions on vouchers for families that are considered hard to house, according to HUD's criteria.

Upon the family's submittal of a completed RTA form, Pensacola Housing will suspend the term of the voucher until tenancy is approved or the RTA is denied. If the RTA fails to result in lease up, Pensacola Housing will extend the term of the voucher by the length of time the voucher was suspended.

5.17 Missed Appointments

Pensacola Housing will allow the family to reschedule intake meetings and attendance at an Eligibility Briefing for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, Pensacola Housing will work closely with the family to reschedule at a suitable time. Applicants who are persons with disabilities may request rescheduling as a reasonable accommodation; missing an appointment due to a disability may be considered good cause. Applicants will be offered the right to an informal review before being terminated from the waiting list. Disabled persons will be afforded reasonable accommodations to afford them participation in the review process. All applicants who fail to keep a scheduled appointment in accordance with these guidelines will be sent a notice of denial.

For applicants who reside outside of Pensacola Housing's jurisdiction, transportation issues and travel expenses will not be considered good cause.

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

1. Do not meet one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Fail to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease-up process; or
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

In addition, Pensacola Housing will deny or terminate assistance if any household member:

1. Has one or more drug-related or violent-crime-related felony convictions within the last 3 years;
2. Has a debt to Pensacola Housing or to another PHA due to oversubsidy or for some other monies owed in connection with Section 8 Assistance or Public Housing Assistance under the 1937 Act;
3. Has committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
4. Was evicted from federally assisted housing for non-payment of rent within the last 3 years;
5. Was evicted from federally assisted housing, other than for non-payment of rent, within the last 3 years;
6. Was evicted from assisted housing within 3 years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
7. Is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. However, Pensacola Housing may waive this requirement if:
 - a) The person demonstrates to Pensacola Housing's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - b) The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - c) The person has otherwise been rehabilitated successfully; or
 - d) The person is participating in a supervised drug or alcohol rehabilitation program.
9. Has engaged in or threatened abusive or violent behavior towards any Pensacola Housing Division staff member;
10. Has been terminated for a violation of family obligations under the HCV program during the last 3 years;
11. Has been convicted of manufacturing or producing methamphetamine (speed) while residing in federally assisted housing, resulting in a lifetime ban from the program;
12. Is a sex offender currently subject to a registration requirement; or
13. Is a welfare-to-work (WTW) family who fails to fulfill obligations under the Welfare-to-Work voucher program.

5.19 Notification of Negative Actions / Informal Reviews

Any applicant whose name is being inactivated on the waiting list will be notified by Pensacola Housing, in writing, that they have 10 business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name on the waiting list will be set to inactive if they fail to respond within the timeframe specified.

Pensacola Housing's system of inactivating applicants' names on the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Pensacola Housing will provide a reasonable accommodation. If the applicant indicates that he or she did not respond due to a disability, Pensacola Housing will verify that there is in fact a disability and that the requested accommodation is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.0 HCV Project-Based Program

Project-based vouchers (PBV) are an optional component of the HCV program that PHAs may choose to implement. Under this component, PHAs have been able to attach up to 20 percent of their allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Effective with 2016's Housing Opportunity through Modernization Act (HOTMA), PHAs are permitted to project-base an additional 10 percent of their vouchers above the previous 20 percent program limitation. The additional 10 percent allocation must be used for units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. In addition, certain units do not count toward the 20 percent limitation, including units that convert to PBV under the Rental Assistance Demonstration program (RAD), and HUD-VASH PBV set-aside units.

Project-based vouchers can generally be attached to no more than 25% of the units in a property, although there are several exceptions to this requirement. The limitation does not apply to properties with four units or less, units housing seniors or families with a member with a disability, and units whose residents are receiving supportive services.

Pensacola Housing may opt to implement project-based voucher programs if at any time it determines that such a program would:

1. Expand the affordable housing stock available to its clients;
2. Increase the affordability of housing currently not affordable for extremely low income and very low income households;
3. Preserve the affordability of existing affordable housing for extremely low income and very low income households; or
4. Expand affordable housing opportunities for hard-to-house households within our jurisdiction.

Pensacola Housing may enter into agreements and contracts for project-based assistance based on the rules in this chapter.

6.1 Project Selection Criteria

Pensacola Housing will consider the following project selection criteria in evaluating proposals for project-based Housing Choice Vouchers:

1. Housing that serves families with children;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:
 - a) Young adults aging out of foster care;

- b) People with mental and/or developmental disabilities;
 - c) People with physical and/or sensory disabilities;
 - d) Domestic violence survivors; and
 - e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.
4. Housing that reduces concentrations of poverty and/or need by:
 - a) Being located in low poverty census tracts;
 - b) Being located in census tracts with a lower-than-average percentage of tenant-based vouchers;
 - c) Serving very low-income populations within mixed-income developments; or
 - d) Reducing concentrations of poverty in existing buildings and developments.
 5. Housing that provides opportunities to increase the diversity of Pensacola's neighborhoods;
 6. Housing that offers an appropriate level of supportive services to residents;
 7. Housing that commits to best efforts to serve extremely low-income households for the life of the project;
 8. Housing that increases access to high-performing public schools;
 9. Housing that provides opportunities for economic self-sufficiency; and
 10. Housing that maximizes the use of other funding sources and leverages the use of HCV program funds.

6.2 Eligible Owners of Project-Based Housing

Pensacola Housing will accept applications for project-based HCV program assistance in projects owned by:

1. Non-profit housing providers;
2. For-profit housing providers; and
3. Other housing authorities in Escambia County.

6.3 Project Selection Processes

Under 24 CFR 983.51, PHAs that intend to project-base vouchers have the option of using a competitive selection process, a non-competitive selection process, or both.

Using the non-competitive selection process, PHAs may select a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (for example, the HOME Investment Partnerships Program, or units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

In order to streamline the selection process and reduce administrative burden, Pensacola Housing will use the non-competitive selection process when proposals are available that meet both:

- The criteria defined in 24 CFR 983.51 (b, 2) for non-competitive selection; and
- The project selection criteria defined in Section 6.1 of this Administrative Plan.

If non-competitive selection is not applicable, or if there are no proposals available using the non-competitive selection process, then Pensacola Housing may implement a competitive selection process following the procedures below.

From time to time, Pensacola Housing may issue a formal Request for Proposals (RFP) inviting proposals for projects that meet Pensacola Housing's project-based program goals. Specific project selection criteria will be determined by Pensacola Housing based on its assessment of current needs and opportunities, and will be described in the RFP, along with numerical weights indicating the priority of each selection criteria used. The RFP process will include a panel of evaluators representing both Pensacola Housing staff and members of the community with an interest in low-income housing.

Pensacola Housing may establish minimum threshold criteria for sponsors participating in the project-based program (for example, minimum standards for the most recent audit of the sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations. Awards of project-based subsidy are subject to approval of Pensacola City Council.

6.4 Payment Standards / Rent Reasonableness

The payment standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. Pensacola Housing staff will evaluate the rent reasonableness of proposed project rents against the market rent for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

6.5 Utility Estimate Schedule

In general, Pensacola Housing will use the same utility estimate schedule in the project-based program as it uses for tenant-based assistance. For each PBV unit under contract, Pensacola Housing will implement the new schedule at the next regularly scheduled review.

An owner with energy-efficient units may submit a written request to the Housing Administrator that a project-specific utility estimate schedule be substituted for the tenant-based program utility estimate schedule, based on a written estimate from Gulf Power or (if applicable) Pensacola Energy of the likely consumption of utilities for that building based on its specific energy-efficient features. Such a request will be reviewed and responded to within 30 business days.

6.6 Uses of Subsidy

An owner may use the revenue provided by the project-based housing choice vouchers for any purpose consistent with its organizational mission.

6.7 Contract Term

The contract term for each project will be negotiated individually, based on the project's needs, within the general framework of 5 to 15 years. All contracts are subject to availability of adequate funds.

6.8 Requests for Rent Increases

Owners of units assisted by Pensacola Housing project-based voucher assistance may request rent adjustments annually. Such requests must be in writing, for a specific proposed rent amount. Pensacola Housing will base rent increases on rent reasonableness determinations made by reviewing rents for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

Rent increases will take effect

For each PBV unit under contract, rent increases will take effect at the next regularly scheduled review starting 60 days after the increase was approved by Pensacola Housing.

6.9 Vacancy Loss Payments

When a family moves out mid-month, the housing provider may retain the full HAP payment for that month.

6.10 Reconciliations

Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. The specific time period of the discrepancy;
2. The participant name or unit number; and
3. A detailed explanation for why the owner believes there is a discrepancy

Pensacola Housing will respond to complete reconciliation requests within 30 days of receipt.

6.11 Damage Claims

Pensacola Housing will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

6.12 Family Right to Move [24 CFR 983.261]

A family residing in a PBV unit may terminate the assisted lease at any time after the first year of occupancy. The family must provide both Pensacola Housing and the owner advance written notice of intent to vacate in accordance with the lease.

If the family intends to request a tenant-based voucher, they must contact Pensacola Housing before giving notice to terminate the lease. Pensacola Housing will notify the family whether a tenant-based voucher is immediately available, or whether they will be placed on a priority waiting list. If a tenant-based voucher is not immediately available, the family may choose to extend its tenancy in the PBV unit.

If a tenant-based voucher is immediately available, the family will have 14 days from the end date of their PBV lease to contact Pensacola Housing to schedule a move meeting and receive the tenant-based voucher.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. However, if a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and a move is needed to protect the health or safety of a family member, then Pensacola Housing will not terminate assistance and will offer the family a tenant-based voucher, even if vacancy occurred during the initial lease period.

If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, then as provided in 24 CFR part 5, subpart L, Pensacola Housing will offer the victim the opportunity for continued tenant-based rental assistance.

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Section 7.2 of this Administrative Plan may qualify for a tenant-based voucher if:

1. The owner submits a request to the HCV program manager for a tenant-based voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate sized unit available within six months of the date of the request;

3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. Pensacola Housing has a voucher available to offer the family.

6.14 Tenant Selection: Waiting Lists

Pensacola Housing will open the waiting list for its PBV program at the time of acceptance of its first PBV project. Separate waiting lists will be maintained for tenant-based assistance and PBV assistance. In compliance with HUD notice PIH-2011-54, all families on Pensacola Housing's tenant-based waiting list will be offered the option to have their names placed on the PBV waiting list when it is opened. The PBV waiting list will be opened, and current applicants notified of their opportunity to request a place on it, in compliance with the procedures detailed in Section 5.3, "Closing and Opening the Waiting List," of this Administrative Plan. Applications for the PBV program waiting list will be taken in compliance with the procedures detailed in Section 5.4, "Taking Applications," of this Administrative Plan.

Owners who receive project-based subsidy from Pensacola Housing may establish their own waiting lists for project-based units, subject to requirements specified in the Housing Assistance Payment (HAP) contract.

6.15 Lease Terms for Residents of Project-Based Properties

The initial lease term for residents of project-based units will be 12 months.

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

For an existing participant moving between buildings or programs, Pensacola Housing will start a new lease no sooner than the first of the month following the last month covered by the previous HAP contract. Pensacola Housing will not make subsidy payments on behalf of the same family to both the former and the new property owner when a family moves mid-month. Nor will Pensacola Housing pay a project-based owner overlapping subsidy for a contracted unit when one family moves out mid-month and another family moves in during the same month.

6.17 Occupancy Standards for Project-Based Properties

The occupancy standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. See Section 7.3 of this Administrative Plan.

6.18 Tenant Selection: Admissions Criteria

Applicants for project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

6.18.1 Criminal History

Pensacola Housing will review applicant criminal history to ensure applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated denials for criminal history outlined in Section 2.15 of this Administrative Plan. In addition, owners should screen and select tenants using their own standards for criminal history.

Consistent with provisions in the HUD regulations for “evidence of rehabilitation,” and in order to accommodate individuals with disabilities, Pensacola Housing may give the property owner flexibility to accept applicants with disabilities for subsidized units who have a criminal history that would otherwise disqualify them for assistance. Screening flexibility will be given particularly to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services for such tenants. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement during the duration of that requirement.

Owners must submit their tenant screening and supportive services plan to Pensacola Housing to qualify for additional screening flexibility, and may be required to document the reasons why the owner feels an applicant is likely to live successfully in the project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or the public at large.

6.18.2 Other Criteria for Admission

For an applicant who has been previously been assisted under the program and was terminated for violating a family obligation in the last 3 years, Pensacola Housing will allow admission to the project-based program when the applicant has supportive services that will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

6.18.3 Debt Owed to Pensacola Housing or Another PHA

Applicants for project-based units who owe Pensacola Housing or another PHA money must repay the amounts owed before their application will be approved. However, Pensacola Housing will consider on a case-by-case basis entering into a repayment agreement for amounts owed to Pensacola Housing. Pensacola Housing will only enter into a repayment agreement when the applicant has sufficient income to make regular payments under the agreement.

6.19 HQS and Inspections

Pensacola Housing will examine the proposed site before the proposal selection date. If the units to be assisted already exist, Pensacola Housing will inspect all of the units before the proposal selection date to determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS as of the proposal selection date.

Pensacola Housing will inspect each contract unit before execution of a HAP contract. Pensacola Housing will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Before providing assistance to a new family in a contract unit, Pensacola Housing will inspect the unit. Pensacola Housing will not provide assistance on behalf of the new family until the unit fully complies with HQS.

At least annually during the term of the HAP contract, Pensacola Housing will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections, as described above, are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, Pensacola Housing will reinspect 100 percent of the contract units in the building.

Pensacola Housing will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. Pensacola Housing will take into account complaints and any other information coming to its attention in scheduling inspections.

Pensacola Housing will conduct re-inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family HQS violations.

In conducting quality control HQS inspections, Pensacola Housing will include a representative sample of both tenant-based and project-based units.

All other procedures and requirements relating to HQS described in Chapter 13 of this Administrative Plan apply to the project-based program.

6.20 Rent Calculations for Tenants

The Minimum Rent policy described in Section 8.3 of this Administrative Plan shall apply to residents of units assisted by project-based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or to disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to \$50 toward rent and utilities.

6.20.1 Treatment of Medicaid

Pensacola Housing will calculate the family TTP as described in Chapter 8, with the exception of project-based units providing assisted housing for seniors on Medicaid. For these properties, Medicaid payments made on behalf of residents of such units will be viewed by Pensacola Housing as medical payment deductions, and residents will be considered to have zero income.

6.21 Unit Transfers

Owners may allow a resident of a project-based unit to transfer from one unit to another on the same contract. Under HCV regulations, a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for the new unit. If the transfer is to a unit on a different project-based contract, recertification of eligibility will be required.

6.22 Release of Health-Related Information

Pensacola Housing will not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

6.23 Protection of Revenue in the Event of Reduction in Federal Funds

Pensacola Housing will follow HUD guidelines in responding to federal cuts in Pensacola Housing's HCV budget authority.

In the event that Pensacola Housing anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect Pensacola Housing's allocation, Pensacola Housing will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

6.24 HAP Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP contract language will take precedence.

7.0 Subsidy Standards and Occupancy Standards

Voucher size is a factor in determining the family's level of assistance under the HCV program. Vouchers for a particular bedroom size are issued based on household composition.

This chapter explains the subsidy standards Pensacola Housing uses to determine the family voucher size for households of various size and composition whenever a voucher is issued, as well as Pensacola Housing's maximum occupancy standards, and the procedures when a family's household composition changes or a family selects a unit size that's different from the voucher size.

7.1 Determining Family Voucher Size [24 CFR 982.402 (b)]

Pensacola Housing does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom assigned on the voucher. Two persons per bedroom is the norm. Pensacola Housing's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

The bedroom size of the voucher is determined by the household composition, regardless of the unit size rented. All standards in this section relate to the number of bedrooms on the voucher (family voucher size), not the family's actual living arrangements.

The following guidelines are designed to determine the voucher size that will be allocated to each household without either overcrowding or over-housing.

In determining bedroom size, Pensacola Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody or guardianship is being obtained or has been temporarily assigned, children who are temporarily in foster care, and children who are temporarily away at school, with the following exceptions:

1. Students who attend a school more than 50 miles away from the subsidized unit are not considered a member of the household for the purpose of determining subsidy; and
2. Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

By default, Pensacola Housing will assign 1 bedroom to 2 people, while following these additional guidelines:

1. One-person households are assigned a 1 bedroom voucher. However, if the individual selects a studio/efficiency apartment, the 0-bedroom payment standard will be used.
2. Adults of different generations may have a separate bedroom. For subsidy standard purposes, different generations are defined as family members from different eras. For example, grandparents/parents; parents/children; etc.
3. Unrelated adults, other than spouses or co-heads, may have a separate bedroom.
4. Adult siblings may have a separate bedroom.
5. A bedroom assignment will not be allocated for a household member, other than a spouse or co-head, who will be absent most of the time, such as a member who is away in the military.
6. Children under 18 of the same gender will be assigned 2 to a bedroom.
7. An approved live-in aide will be provided a separate bedroom. A maximum of one bedroom per household will be allocated for live-in aides. With the head of household's approval, a live-in aide may bring dependents into the household, but doing so cannot result in overcrowding.
8. As per federal regulation, a pregnant woman with no other household members will be treated as a two-person family.

7.1.1 One-bedroom Households

Examples of households that will be assigned a 1-bedroom voucher include:

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

Examples of households that will be assigned a 2-bedroom voucher include:

- 1 adult, 1 child (including a woman who is pregnant)
- 2 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

7.1.3 Three-bedroom Households

Examples of households that will be assigned a 3-bedroom voucher include:

- 1 adult, 2 children (different genders)
- 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender), 1 child (any gender)
- 2 adults (not spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)

- 1 adult, 2 children (same gender), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender) 2 children (same gender)
-

7.1.4 Four-bedroom Households

Examples of households that will be assigned a 4-bedroom voucher include:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (different genders)
- 1 adult, 2 children (same gender), 2 children (different genders)
- 3 adults (not spouses or cohabitants), 2 children (same gender)
- 1 adult, 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 other adult
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 2 children (same gender)

7.2 Subsidy Standards and Reasonable Accommodations [24 CFR 982.402 (b, 8)]

When a family requests a larger voucher size than the guidelines allow, Pensacola Housing may grant an exception to its established subsidy standards as a reasonable accommodation if the exception is required because of the age, sex, health, or disability status of one or more family members, or for other personal circumstances.

The family will be asked to provide reasonable accommodation paperwork completed by a medical or service provider familiar with the family's circumstances before Pensacola Housing will make such a determination. Pensacola Housing will respond to such requests within 14 business days of receiving completed reasonable accommodation paperwork.

7.3 Occupancy Standards [24 CFR 982.402 (c, d)]

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per

additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

7.4 Pensacola Housing Errors

If Pensacola Housing uses the incorrect family voucher size when issuing a voucher and the family has leased up with the voucher, the voucher size, payment standard, and utility allowance will be set to the appropriate level at the family's next annual review, or if the family is issued a moving voucher.

7.5 Changes to Household Composition

See Chapter 16 of this Administrative Plan for policies on when and how new members may be added to the household. Families are required to notify Pensacola Housing of all changes in household composition within 10 business days of the date of the addition to, or departure from, the household.

If, after an addition to the household, the family no longer meets the maximum occupancy standards defined above, meaning the unit is now too small and the family is overcrowded, Pensacola Housing will issue a new voucher of the appropriate size and the family will be instructed to move.

If a family becomes over-housed as the result of a decrease in household size, Pensacola Housing will reduce the family's subsidy to the appropriate voucher size, payment standard, and utility allowance at the family's next annual review, or when a moving voucher is issued.

7.6 Under-housed and Over-housed Families

The family voucher size will be determined by Pensacola Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that is smaller than the assigned voucher size, as long as doing so will not violate the maximum occupancy standards defined above, or those established by local ordinance. The family may also select a unit that is larger than the assigned voucher size, as long as the unit meets the affordability standard (the "40 percent rule") for the family.

If the family selects a unit smaller than the voucher size, the payment standard and utility allowance for the actual unit selected will be used to determine the subsidy. If the family selects a unit larger than the voucher size, the payment standard and utility allowance for the family voucher size will be used.

8.0 TTP, Family Share, and Tenant Rent

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent (see Section 8.3).

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family.

TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less toward rent and utilities than required under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income in calculating the TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda. Pensacola Housing's policies in this chapter address those areas that give the PHA discretion in defining terms and standards that relate to the determination of TTP.

8.1 Income and Allowances [24 CFR 5.609, 24 CFR 5.611]

Determinations of program eligibility and TTP for the HCV program require that the applicant or participant family's annual income be computed at least annually.

For the purpose of the voucher program, "income" means all amounts, monetary or not, that go to or are on behalf of the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date.

“Annual income” is not restricted to earned income. For the purpose of calculating the TTP, the full definition of annual income, including income exclusions, is found at 24 CFR 5.609. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are income-eligible for the program, and if so, whether they are at the very low income or extremely low income level.

“Gross income” is the amount of income prior to any HUD mandated expenses or deductions. “Adjusted income” is annual income minus any HUD mandated allowances and deductions.

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance:** \$480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance.
2. **Elderly/disabled household allowance:** \$400 per family for families whose head, co-head or spouse is 62 or over or disabled.
3. **Child care allowance:** Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Medical expense allowance:** Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family’s out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of three percent of the gross annual family income.
Note: If the family is also eligible for a disability expense allowance, the three percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance:** Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds three percent of gross annual family income. Note that if the family is also eligible for a medical expense allowance, the three percent calculation is only applied one time,

not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

8.2 Disallowance of Earned Income for Persons with Disabilities [24 CFR 5.617]

For purposes of rent determination, under certain circumstances HUD mandates that the annual income for participant families will not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion, the increase in annual income for the participant family must be a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least \$500.00.

“Previously unemployed” includes a person with disabilities who has earned in the previous 12 months no more than the equivalent of working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management classes, apprenticeship, or any other program necessary to ready a participant to work.

Amounts to be excluded include any increases in earned income by a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member's income. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before beginning the qualifying employment or receiving the increase in earned income to the amount of income after beginning the employment or receiving the increase.

8.2.1 Initial 12-Month Exclusion

During the 12-month period beginning on the date the disabled family member is first employed or experiences an increase in earned income as described in Section 8.2, 100% of the increase in earned income will be excluded from gross annual income.

8.2.2 Second 12 Month Phase-in Exclusion

Upon the expiration of the initial 12-month exclusion period, Pensacola Housing will exclude 50% of the increase in earned income for the subsequent 12 months.

8.2.3 Maximum Exclusion Period

The earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of the incremental increase, and then a maximum of 12 months of phase-in exclusion, during the 24-month period after the date of the initial exclusion.

Prior to April 7, 2016, the maximum exclusion period for the earned income disallowance was 48 months. Although only 24 months of earned income could be excluded for each disabled family member, the 24 months of exclusion could take place over a 48-month period, meaning gaps in employment could be incorporated into the exclusion period.

Pensacola Housing will honor the 48-month exclusion period for any disabled participant whose increase in earned income took effect prior to April 7, 2016. For all other participants, the 24-month maximum exclusion period will apply.

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

Federal regulations state that the amounts deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of earned income that results from those expenses. Therefore, for participants with a disabled family member who is entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income will not be used in determining the cap for child care and disability assistance expense allowances.

8.2.5 Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family's file to show the reason for the income exclusion. Such documentation will include:

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;
7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, 2017, ending date of the 48-month disallowance period).

Pensacola Housing will apply the earned income disallowance at a family's annual review or with an interim review, conditional on the date the income increase began.

8.2.6 Inapplicability at Admission

The earned income disallowance is only applied to determine annual income of families who are participants in the HCV program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of \$50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and means that Pensacola Housing expects program participants to pay a minimum of \$50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV program; however, other standards may apply for residents of certain properties assisted by project-based vouchers, as described in Chapter 6.

8.3.1 Hardship Waivers for Minimum Rents

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

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.

2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than \$50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Pensacola Housing shall promptly make a determination whether the hardship is short-term or long-term.

If Pensacola Housing determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of \$50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

If Pensacola Housing determines that there is a long-term hardship, the family will be exempt from the Minimum TTP requirement until the hardship no longer exists.

8.4 Annualization of Variable Income [24 CFR 5.609 (d)]

Many participants in Pensacola Housing's HCV programs have seasonal, cyclical, or intermittent income, meaning income can vary greatly from month to month, and recent check stubs may not be an accurate indicator of the next 12 months' worth of income, which Pensacola Housing must predict during the annual review. In such situations, looking at past income over time may be the best indicator of expected future income.

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

Therefore, to reduce administrative burden for participants with variable income, whenever possible Pensacola Housing will review the average past income over time to compute an accurate annual income.

The methods used to annualize variable income will depend on the regularity, sources, and types of income. Several methods may be used concurrently to arrive at the most accurate prediction of future income. Pensacola Housing's preferred methods for annualizing income will follow the order of HUD's preferred methods for verifying income:

1. If available, Pensacola Housing will review 4 quarters' of income verification from the seasonal/cyclical employer in the EIV system;

2. If EIV doesn't include 4 quarters' worth of income information, Pensacola Housing will review the year-to-date wage totals from check stubs from the current and most recent past calendar year, if available, and attempt to annualize from that source;
3. Tax return for the most recent calendar year;
4. Third-party verbal verification;
5. Self-certification/self-declaration.

Participants whose past income is annualized will be counseled at the annual interview regarding the income calculation method used and the effect this will have on their tenant rent.

Pensacola Housing will continue to perform interim reexaminations for participants with annualized variable income when they experience changes in other income sources; if their employment with the source of the variable income terminates; or if there is a change in their employment status resulting in a reduction in annualized income, or an increase in annualized income of \$2,400 or more a year.

8.4.1 Overtime and Bonuses

If a participant anticipates overtime or bonus pay during the next 12 months, but the employer cannot provide an estimate, overtime and bonuses received the previous year will be used.

8.5 Minimum Income / Zero Reported Income

There is no minimum income requirement for the HCV program. However, families who report zero income are required to report to Pensacola Housing in writing any new income within 10 business days of the receipt of the income. Pensacola Housing may put households reporting zero income on an accelerated recertification cycle, reviewing household income on a monthly or quarterly basis until household income sources are reported.

Families that report zero income (or any income lower than appears necessary to sustain the family) will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, Pensacola Housing will make inquiry of the head of household as to the nature of the family's accessible resources. Pensacola Housing may also require releases from the family to perform additional verifications, including requesting tax data from the IRS and/or conducting a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

8.6 Regular Contributions and Gifts [24 CFR 5.609 (c, 2)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received reliably or periodically will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 10, Verification Procedures, for more information.)

8.7 Alimony, Palimony, and Child Support [24 CFR 5.609 (b, 7)]

Regular alimony, palimony, and child support payments are counted as income for calculation of TTP.

If the family claims the amount of child support, alimony or palimony received is less than the amount awarded by the court, Pensacola Housing will use the amount awarded by the court unless the family can provide third-party documentation confirming the actual payments received.

In households where alimony or palimony is received as household income, it is the family’s responsibility to supply a certified copy of the court order or decree.

If child support payments received by a household vary from month to month, Pensacola Housing will review statements from the enforcement agency and annualize based on whatever frequency makes most sense (Weekly, B-Weekly, Monthly, etc).

8.8 Lump-Sum Payments Counted as Assets [24 CFR 5.609 (c, 3)]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses, are not considered household income, but may be counted as assets.

Any lump-sum additions that are counted as assets will only be counted at a family’s annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as an asset during an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but must be disclosed, and may be treated as an asset if appropriate.

8.9 Lump-Sum Payments Counted as Income [24 CFR 5.609 (b, 4)]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits) that have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of receipt of a lump-sum payment of a type that counts as income, Pensacola Housing may use a calculation method that calculates prospectively, or one that calculates retroactively, depending on the circumstances.

8.9.1 Prospective Calculation Methodology

This method is used at interims being done for households that previously showed zero income, or for households who report the lump-sum receipt for the first time during their annual reexamination.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows.

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. Pensacola Housing will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, Pensacola Housing will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

8.9.2 Retroactive Calculation Methodology

This method is used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual reexaminations.

Pensacola Housing will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due Pensacola Housing.

Pensacola Housing will enter into a repayment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family's assistance is terminated.

8.9.3 Attorney Fees

If the family hired an attorney to assist in recovering a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, then the family's attorney fees may be deducted from the lump-sum payment.

8.10 Income from Trusts [24 CFR 5.603 (b)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

Pensacola Housing will exclude costs to maintain the trust when determining annual income derived from a trust fund. Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

1. While an individual is employed, only the amount the family can withdraw without retiring or terminating employment, if any, shall be counted as an asset;
2. After retirement or termination of employment, any amount the employee elects to receive as a lump-sum shall be counted as an asset; and
3. Any retirement benefits received through periodic payments shall be included in annual income.

8.12 Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b, 3)]

Pensacola Housing must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. Pensacola Housing will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

9.0 Utility Estimate Schedule and Payment Standards

Each PHA is responsible for establishing a utility estimate schedule and payment standards for rental units in its area. This chapter explains how Pensacola Housing defines its utility estimate schedule and payment standards.

9.1 Utility Estimate Schedule

The utility estimate schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing and maintaining its utility estimate schedule, Pensacola Housing uses normal patterns of consumption for the community as a whole, and current utility rates published by local utility companies. Estimates are not based on an individual family's actual energy consumption.

Pensacola Housing's utility estimate schedule includes utilities that are necessary to provide housing that complies with HQS. Non-essential utility costs, including telephone, cable television, and Internet service, are not included in the utility estimate schedule.

Pensacola Housing will review the utility estimate schedule annually. If the review determines that a utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new rate. The updated utility estimate schedule will be applied to participant families' rent calculations at their next reexamination. If the review determines that any change to utility rates is less than 10 percent since that last revision, the utility estimate schedule will not change, but the effective date of the schedule will be updated and the schedule will remain in effect for the next 12 months.

The approved utility estimate schedule is provided to all applicants and participants when they are issued a voucher.

9.2 Utility Allowances for Contract Units

Based on the utility estimate schedule it has established, Pensacola Housing will assign a utility allowance for the household when the RTA is turned in, based on specifics provided by the owner about the unit. The household's utility allowance accounts for the cost of utilities not paid for by the owner as part of the contract rent. The allowance is based on the type of utilities (for example, electric or natural gas) and the lesser of the size of the rental unit selected by the family or the family voucher size.

9.2.1 Utility Assistance Payment [24 CFR 982.514 (b)]

Where the calculation on HUD Form 50058 determines that a utility assistance payment is due to the family, Pensacola Housing will provide a utility assistance payment for the family each month. The utility assistance payment will be made directly to the utility

company (Gulf Power, Pensacola Energy, or the Escambia River Electric Cooperative) on the family's behalf.

9.2.2 Hardship Waivers for Utility Estimates

A household responsible for paying some or all of the utilities in an assisted unit may petition in writing for a hardship waiver, except for households that are leasing a larger unit than their family voucher size (overhoused). The household must provide 12 months of utility bills that, combined, exceed Pensacola Housing's utility estimate for the household by 50% or more. Hardship waivers will be reviewed by the rental assistance program manager or the housing administrator. If the request for a waiver is approved, Pensacola Housing will use the average of the household's actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either reduce their utility consumption or elect to move to a more energy-efficient unit.

9.2.3 Higher Utility Allowance as a Reasonable Accommodation [24 CFR 982.517 (e)]

Pensacola Housing may also approve a request for a utility estimate waiver if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a household member with a disability. Documentation is required for such reasonable accommodation requests, which will be reviewed on a case-by-case basis.

9.3 Payment Standards

The payment standard is the maximum monthly assistance payment for a family assisted on the voucher program, before deducting the family's TTP.

Payment standards are based on Fair Market Rents (FMRs). FMRs are the amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. FMRs are determined by HUD and published at least annually in the Federal Register. They are established for units of varying bedroom size, and include the cost of essential utilities in addition to the rent.

In accordance with HUD guidelines, Pensacola Housing sets the payment standard for each bedroom size at between 90% and 110% of the FMR. As a reasonable accommodation for a person with disabilities, Pensacola Housing may approve an exception payment standard of up to 120% of FMR to make the program equally accessible to the person with disabilities. Should market conditions warrant it, Pensacola Housing may ask HUD to approve payment standards at less than 90% of FMR, or at greater than 110% of FMR.

9.3.1 Selecting the Correct Payment Standard for a Family

For a voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size selected by the family.

If a family selects a unit located in an exception payment standard area, Pensacola Housing will use the exception payment standard to calculate the tenant rent. See Section 9.4.

9.3.2 Payment Standards and Tenant Rents

Participants pay the greater of the TTP or the minimum rent toward rent and utilities, plus the amount, if any, by which the gross rent (rent plus utility estimate) exceeds the payment standard.

During the first contract year in a unit, if the gross rent exceeds the payment standard, the tenant rent cannot be more than 40% of the family's monthly adjusted income. An analysis will be done when the RTA is turned in to ensure the unit meets this requirement.

If a change in household composition results in a change in the subsidy size for which a family is eligible, the appropriate payment standard will be used to calculate the tenant rent at the family's next annual reexamination.

Pensacola Housing will pay a monthly HAP on behalf of each assisted family that equals the lesser of:

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased during the HAP contract term, the lower payment standard will be used to calculate the HAP and tenant rent for the family beginning on the effective date of the family's second annual reexamination following the effective date of the decrease in the payment standard.

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification interview.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursuing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, for applicants, for participants receiving sources of household income that aren't included in the EIV report, or for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national employment information data banks for upfront verification.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, if the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be photocopied and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 Tenant Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information forms.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance.

10.4 Use of the EIV Income Discrepancy Report

The EIV Income Discrepancy Report is a trend report provided by HUD. It is a tool for identifying families that might have concealed or underreported their household income.

Pensacola Housing will review the EIV Income Discrepancy Report for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If a household appears on the EIV Income Discrepancy Report at any of these times, Pensacola Housing staff will follow the steps detailed in Appendix 1 of this Administrative Plan, "Using the EIV Discrepancy Report."

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets: net family assets total less than \$5,000. For both applicants and participants, if net family assets total less than \$5,000, self-declaration will be accepted as verification. Pensacola Housing's application form or recertification paperwork, which is signed by all adult family members, will serve as the declaration. No additional documentation (such as bank statements) will be required. Note that for HCV program purposes, "current assets" include assets

- disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets: net family assets total \$5,000 or more. For both applicants and participants, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required when net family assets total \$5,000 or more. Note that for HCV program purposes, “current assets” include assets disposed of for less than fair market value during the 2 years prior to the certification;
 5. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
 6. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
 7. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
 8. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
 9. Citizenship or eligible immigrant status;
 10. Social Security Numbers, for all family members who have been assigned a Social Security Number; and
 11. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family’s request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, “actual past income” is defined as the most recent 4 quarters’ worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant's request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the "actual past income" method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two "current and consecutive" check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

Where doubt regarding income exists, referrals to the IRS for confirmation may be made on a case-by-case basis.

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Date of the last pay increase;
4. Likelihood of change of employment status, and effective date of any known salary increase during the next 12 months;
5. Year-to-date earnings; and
6. Estimated income from overtime, tips, and bonus pay expected during next 12 months.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or
3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
 - a. Schedule C (Small Business);
 - b. Schedule E (Rental Property Income);
 - c. Schedule F (Farm Income); and
 - d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first \$480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3]

As per HUD notice PIH 2013-3, for both applicants and participants, self-declaration will be accepted as verification if net family assets total less than \$5,000. Pensacola Housing's application form or recertification paperwork, which is signed by all adult family members, will serve as the declaration. No additional documentation will be required. Note that for HCV program purposes, "current assets" include assets disposed of for less than fair market value during the 2 years prior to the date of the self-declaration.

For applicants and participants whose net family assets total \$5,000 or more, the following methods of verification will be used.

10.9.1 Verification of Asset Value

For applicants and participants whose net family assets total \$5,000 or more, Pensacola Housing will require information to determine the current cash value of the assets. "Current cash value" means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;

2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions from Income [24 CFR 5.611]

This section documents the acceptable verification methods for allowable deductions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family's certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family's child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Medical Expenses

Elderly and disabled families requesting an income deduction for medical expenses will be required to submit certification documenting the type of medical expenses and the cost of the family's out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview, may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that

- states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
 4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
 5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
 6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

In all cases where Pensacola Housing is counting medical expenses as income deductions for an elderly or disabled family, Pensacola Housing will adhere to IRS guidelines regarding permissible and non-permissible medical expenses.

Where the IRS guidelines are not sufficiently detailed, as in the case of some expenses allowable for persons with a disability, Pensacola Housing staff may request verification from a medical professional that the medical expenses are necessary and reasonable.

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;
2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;

3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior 60 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;
3. Valid or recently (within the prior 60 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510,

5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);
3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;
2. The police; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;

3. Homeless under other federal statutes; and
4. Fleeing/attempting to flee domestic violence.

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH program.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. Print and maintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. Print the Income Discrepancy page of the EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIV's Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. Income Discrepancy Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

Please see Appendix 1: Using the EIV Income Discrepancy Report for a description of how Pensacola Housing utilizes the EIV Income Discrepancy Report to identify under- or non-reporting of income sources by program participants and to help program participants protect themselves from identity theft.

11.6 EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

11.6.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

11.6.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

11.6.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

11.6.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are:

1. Outdated and slated to be destroyed; or
2. Printed but not yet placed in participant files.

11.6.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

11.6.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

11.6.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
 - a) The names of the owner and the tenant;
 - b) The address of the unit rented;
 - c) The term of the lease (initial lease term and the provisions for renewal);
 - d) The amount of the monthly rent to owner;
 - e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistant Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The HAP contract will have the same start date as the lease. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will not approve a lease for units in any of the following special housing types, except as a reasonable accommodation for an elderly person or a person with disabilities:

1. Congregate housing
2. Group homes
3. Shared housing
4. Cooperative housing
5. Single-room occupancy housing
6. Assisted living facilities

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.12, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis,

based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a “complaint inspection”);
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing’s HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b, 2)]

After the family submits an RTA and the housing counselor has confirmed the unit’s affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner’s request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner’s representative, who must be over the age of 18, present. For initial inspections, the owner’s representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CFR 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector’s discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Self-Certification of Minor Fail Items

If the only deficiencies at an annual or biennial inspection are five or fewer minor (non-emergency) fail items, the owner will be allowed to self-certify correction of the deficiencies to pass the inspection. If the owner fails to provide verification that the deficiencies have been corrected by the due date, it will be considered a second failed inspection and the owner will be responsible for contacting Pensacola Housing to schedule a re-inspection. Failure to secure a passed inspection within the time frame for repair will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a Quality Control inspection of the unit.

The self-certification option is available for five or fewer minor fail items discovered during annual or biennial inspections only. It is not available for initial inspections.

13.5.4 HQS and Rent Increases

Proposed increases to the contract rent that are requested on the Request for Tenancy Continuation (RTC) form will not be considered if the unit was not found to be in HQS compliance during the first visit at the time of the most recently scheduled annual inspection. If the unit was in HQS compliance at that time, or if the only HQS deficiencies found were assigned to the tenant, then a rent reasonableness assessment will be made to determine whether the requested rent increase is market reasonable.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Division to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with City Building Codes, as adopted by the City of Pensacola.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;

3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate both the HAP contract and the assistance of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a, 3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Unusable toilet when only one toilet is present in the unit;
12. Security risks such as broken doors or windows that would allow intrusion;
13. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.

- The owner must provide Pensacola Housing with a passed lead clearance test from a Florida Licensed Lead Risk Assessor, Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required

For New Unit inspections, the owner will have up to 15 days from the inspection date to provide a “passed” clearance test. All repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied, and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date to provide a “passed” clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of \$50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing’s administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits

- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue;
2. The date of the pre-scheduled re-inspection; and
3. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume on the day the unit passes inspection. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing will consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will contact the owner both by phone call and by mail to inform the owner that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void. If an owner doesn't appear at the Pensacola Housing office to sign the HAP contract, bringing with them their fully executed lease, within 60 days of the lease/HAP contract start date, Pensacola Housing will void the contract and contact the participant family to provide them with a new RTA. No HAP payments will be made to the owner.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called HAPCheck. Owners will be able to view up to 18 months' worth of HAP statements via HAPCheck.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;

2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;
4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family of an applicant seeking the initial use of a voucher, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

Owners may not live in the same unit with assisted family members in a lease-shared housing arrangement, unless specifically approved by HUD.

For purposes of this policy, "owner" includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Division with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner's behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner's behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Division within 10 business days of the change.

Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

A change in ownership requires execution of a new HAP contract. Pensacola Housing and the new owner may, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's agreement with the HAP contract(s) already in effect for the affected families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct an annual reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination, and notifying them of the scheduled date, time, and location of their annual interview. The letter includes forms for the family to complete in preparation for the interview, and instructions permitting the family to reschedule the interview if necessary. The letter specifies that families who may need to make alternate arrangements due to a disability should contact the Housing Division within a reasonable time period to request a reasonable accommodation of their needs, including a home visit if necessary, and/or to arrange a means of alternate communication.

During the recertification interview, the family may have a friend, family member, or other advocate present to assist in the recertification process.

During the interview, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;

2. Self-declaration of assets, and, if net family assets total \$5,000 or more, third-party verification of all assets;
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification interview.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total \$5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will notify the family. The family will be given 14 business days to furnish proof that the household member has been removed from the household where the duplicate subsidy was reported. If the family fails to provide such proof, the new household member may be removed from the household subsidized by Pensacola Housing, pending the results of Pensacola Housing's investigation.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as

proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total \$5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;

4. An increase in income that is greater than \$2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and
2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

“Processed in a timely manner” means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family’s rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant’s subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner's account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;
2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that

requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of “Imputed Welfare Income”

“Imputed welfare income” is an amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family’s income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family’s request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family’s request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing’s determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal

hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a “temporary absence” as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing’s voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household’s utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family’s voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's Meeting

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to attend a mover's meeting prior to Pensacola Housing issuing a voucher on their behalf.

This meeting is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's meetings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or family member; or
2. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Pensacola Housing will consider portability requests from other nonresident applicants on a case-by-case basis, including portability requests from applicants who are persons with disabilities seeking reasonable accommodation.

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the 90-day term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability. The family will be required to attend a certification appointment and/or a mover's meeting.
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the

voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.

4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.
5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan. In no case will the total term of the voucher be extended beyond 120 days.
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)]

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.

3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). "Information" includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing's prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ratio of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Division staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD's affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of \$25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the criminal record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a supervisory level staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses.

The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be given the opportunity to examine and photocopy any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as

warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms “error” and “omission” to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family’s subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

“Abuse” and “fraud” mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they’re not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's meetings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and obtain employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will follow the procedures described in Appendix 1 of this Administrative Plan, "Using the EIV Discrepancy Report." No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification.

Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation. If there is no discrepancy in the EIV report, the housing specialist may shred the report rather than retaining it, in order to ensure the participant's privacy. A statement will be placed in the file summarizing the results of the income review.

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed, or printed but not yet placed in participant files. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for all participants who leave Pensacola Housing's HCV program, whether voluntarily or involuntarily.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Division personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;

2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;
3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing Administrator, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit. In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Other Agencies. Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. Public Records. If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. Interviews with Head of Household or Other Household Members. The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. IRS Inquiries. Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing Administrator, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing Administrator, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet in person with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing

assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;
2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;

2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

24.1 Appendix 1: Using the EIV Income Discrepancy Report

This appendix explains how Pensacola Housing uses the EIV Income Discrepancy Report as part of the recertification process for HCV program clients.

24.1.1 Definition

The EIV Income Discrepancy Report is a tool for identifying families that might have concealed or underreported their household income. Data in the discrepancy report represents income for past reporting periods and may be between 4 and 30 months old at the time the report is generated. When there appears to be underreporting of \$2,400 or more in household income, annualized, between what a PHA has submitted on a 50058 versus the historic household income that was compiled in EIV from state and federal reporting sources, EIV generates an Income Discrepancy Report for the household.

The EIV Income Discrepancy Report is a trend report. For most clients, it should be possible to review the report, in conjunction with the household's EIV Income details and the income totals from the PHA's submitted 50058s, and quickly determine whether or not there's a true discrepancy. The purpose of the report is not to match up every dollar between the 50058 total and the EIV totals, but to identify unreported income sources, underreported income, or possible instances of identity theft, and review these with the client.

Many, if not most, of the families who appear on the Income Discrepancy Report have not concealed or underreported income. They appear on the report for a variety of reasons, including after the loss of a job or the addition of new family members; when duplicate wage records have been submitted to EIV by federal or state reporting agencies; when a household member is a victim of identity theft; or during the family's initial lease up period.

EIV Income Discrepancy data can be accessed by running the agency-wide Income Discrepancy Report from the Verification Reports menu option, or by reviewing the Income Discrepancy tab of a specific household's EIV Report.

24.1.2 Usage

Pensacola Housing will review the Income Discrepancy Report for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If a household appears on the Income Discrepancy Report at any of these times, the housing specialist will take the following steps.

24.1.3 Eliminating Errors

On occasion the EIV Income Report for a household may contain duplicate wage entries. These entries can skew the household's total income, and produce a false positive on the Income Discrepancy Report. Therefore, Pensacola Housing's first step in reviewing reported discrepancies is to review the household's Income Report in EIV for duplicate entries.

If one or more duplicate wage entries are found, and if they account for all or most of the discrepancy in income between EIV and our submitted 50058s, the housing specialist will document the duplicate entry or entries on the client record, and note the date the review was performed. No further action is needed.

Another type of error that can create false positives in the Income Discrepancy Report is when tenant income submitted by Pensacola Housing on the household's 50058 form was coded incorrectly. For example, if a tenant reports Social Security income, but a Pensacola Housing staff member inadvertently coded the income source as Pension, EIV will report a discrepancy.

Therefore, the second step Pensacola Housing will take in reviewing an Income Discrepancy Report is to review all of the household's income sources in Housing Pro to ensure they are coded correctly. If any errors are found, the housing specialist will make the correction and lock in a corrected 50058 for transmission to PIC. The housing specialist will note the correction on client record, and the date the review was performed. No further action is needed.

24.1.4 Looking for Identity Theft

In addition to duplicate or incorrectly coded wage records, there are other circumstances that can produce an invalid Income Discrepancy Report. One is if a member of the household is a victim of identity theft. If a Pensacola Housing staff member has already verified that an Income Discrepancy Report is the result of identity theft, no further verification is required. Known details of the situation should be noted on the client record, and the date the review was performed. In addition, the client should be counseled to take the steps listed in Appendix 2 of this Administrative Plan.

24.1.5 Period of Income (POI)

If the reported income discrepancy is not a result of invalid data, as described above, then the housing specialist must investigate the discrepancy.

The first step in investigating an income discrepancy is to determine the Period of Income (POI). The Period of Income covered by the discrepancy report appears near the top of the report, under the description "Period of Income for Discrepancy Analysis." Only income received during the POI is counted in calculating any possible income discrepancy, and only income received during the POI should be considered in attempting to resolve or verify the discrepancy.

24.1.6 POI and False Positives on the Income Discrepancy Report

Income earned prior to the client's lease up on the voucher program may be part of the POI and appear on the Income Discrepancy Report. That income is not included on a 50058, so this is a situation where "invalid" discrepancies can occur.

24.1.7 Valid Income Discrepancies

If the client's EIV Income Report does show income sources or amounts that were not reported, and therefore don't appear on any of the submitted 50058s, then there may be a valid income discrepancy. Pensacola Housing will follow up with such clients.

24.1.8 Steps to Resolve an Income Discrepancy

Here are the steps the housing specialist will follow to resolve a valid income discrepancy discovered via the EIV Income Discrepancy Report.

1. Schedule a meeting with the client. Show him or her the EIV Income and Income Discrepancy Reports.
2. Ask if the client agrees with, or disputes the findings.
3. If the client agrees, add the income source to the 50058 (if the income source is still active), calculate the overpayment, and ask the client to sign a repayment agreement.
4. If the client disputes the report, contact the third party source of the EIV wage report and request verification.
5. When third party results are back, contact the client and present the results. Provide the client with a chance to respond.
6. After the client response phase, make a determination, make any needed updates to the 50058, and, if necessary, calculate the overpayment and ask the client to sign a repayment agreement.

24.1.9 Bibliography

1. Department of Housing and Urban Development (HUD), Office of Housing Assistance and Grant Administration (HAGA), "Enterprise Income Verification (EIV) 8.1.1 Instructional Course," December 17, 2008. Online at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_14936.pdf. See especially pp. 79-100.
2. Department of Housing and Urban Development (HUD), Notice H 2011-21, "Enterprise Income Verification (EIV) System," August 17, 2011. Online at <http://portal.hud.gov/hudportal/documents/huddoc?id=11-21hsgn.pdf>. See especially pp. 25-29 and 65.
3. Department of Housing and Urban Development (HUD), Notice H 2013-06, "Enterprise Income Verification (EIV) System," March 8, 2013. Online at <http://portal.hud.gov/hudportal/documents/huddoc?id=13-06hsgn.pdf>. See especially pp. 39-43.

24.2 Appendix 2: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Discrepancy Report with the participant.

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)
2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)
3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.
4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.3 Appendix 3: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program
TTP	Total Tenant Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act

VMS Voucher Management System

24.4 Appendix 4: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Asset Income: Income received from assets held by household members. If assets total \$5,000 or more, income from the assets is “imputed” and the greater of actual asset income or imputed asset income is counted as annual income.

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household’s income, assets, expenses, and family composition to determine the household’s eligibility for program participation and to calculate the household’s rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student 18 years of age or over.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if

needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling \$5,000 or more, the amount calculated by multiplying net family assets by a PHA-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term "owner" may refer to the unit's property owner of record, or the real property owner's representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner's behalf.

Participant (Participant Family): A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family's total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or

conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher. Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

“Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family’s voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that’s paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household’s income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family’s voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in “as-paid” state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00647

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

LEASE AGREEMENT WITH KAPLE HOLDINGS, INC. FOR RESTAURANT OUTDOOR SEATING AREA

RECOMMENDATION:

That City Council authorize the Mayor to take all action necessary to execute a Lease Agreement with Kaple Holdings, Inc. for exterior space to be used for restaurant and bar outdoor seating.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 21, 2010, the Community Redevelopment Agency of the City of Pensacola (“CRA”) entered into a Lease Agreement with Kaple Holdings, Inc. (“Tenant”), as subsequently amended and restated, for lease of real property and improvements located at 16 Palafox Place (“16 Palafox Place Lease”) to be operated as the “Wine Bar” restaurant and bar, with additional exterior areas in the breezeway and behind the building.

On December 27, 2016, the CRA assigned the existing 16 Palafox Place Lease to Cat-Den, LLC due to a sale by CRA to Cat-Den, LLC of the real property and improvements located at 16 Palafox Place.

Kaple Holdings, Inc., as current Tenant under the 16 Palafox Place Lease, seeks City Council approval for a Lease Agreement of approximately 632 sq ft of City-owned outdoor space located immediately adjacent to the rear boundary of the 16 Palafox Place parcel, as depicted on Exhibit A to the draft agreement attached hereto.

The proposed Leased Premises are located within the boundaries of the Jefferson Street Parking Garage, Escambia County Property Appraiser Parcel Reference # 000S009001002228. The City has received a request from the Pensacola Downtown Improvement Board dated October 19, 2017 in support of the proposed outdoor seating area lease.

The proposed Lease Agreement allows for certain installations to be made by Tenant, at Tenant’s sole expense, as depicted in Exhibit B to the draft agreement attached hereto, to improve the property for a restaurant and bar outdoor seating area.

The proposed Lease Agreement provides for the same monthly rental payment amount as calculated in the existing 16 Palafox Place Lease, and for the lease to be coterminous with the 16 Palafox Place Lease.

PRIOR ACTION:

May 21, 2010 - Community Redevelopment Agency of the City of Pensacola entered into a Lease Agreement with Kaple Holdings, Inc., as subsequently amended and restated, for lease of real property and improvements located at 16 Palafox Place.

December 27, 2016 - CRA assigned the existing 16 Palafox Place Lease to Cat-Den, LLC due to a sale by CRA to Cat-Den, LLC of the real property and improvements located at 16 Palafox Place.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed lease provides for \$1,580 in rent per year, divided into twelve monthly payments of \$131.67, based on 632 sq ft, at \$2.50 per sq ft., with an annual increase of 2%.

CITY ATTORNEY REVIEW: Yes

12/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker Jr., Chief Financial Officer
Stephanie Tillery, Contract and Lease Counsel

ATTACHMENTS:

- 1) Draft Lease Agreement
- 2) Letter from Pensacola Downtown Improvement Board dated October 19, 2017 in support of proposed lease

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into the ____ day of _____, 2017, by and between the City of Pensacola ("City"), a municipal corporation of Florida, and Kaple Holdings, Inc. ("Tenant"), a corporation duly authorized by the State of Florida to transact business in the State of Florida.

WITNESSETH:

WHEREAS, the Tenant owns and operates a restaurant business located at 16 Palafox Place pursuant to a lease ("16 Palafox Place Lease") dated May 21, 2010 between the Community Redevelopment Agency of the City of Pensacola ("CRA") and Tenant, as amended and restated, such lease having been assigned to Cat-Den, LLC on December 27, 2016, due to a sale by the CRA to Cat-Den, LLC of 16 Palafox Place; and

WHEREAS, the Tenant desires to expand Tenant's restaurant business operations to include an outdoor seating area on City-owned property located in the back of the 16 Palafox Place property, such area ("Leased Premises") comprising 19.57 ft x 32.3 ft of improved land as aerially depicted in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Leased Premises are located in the City-owned Jefferson Street Parking Garage, Escambia County Property Appraiser Parcel Reference # 000S009001002228; and

WHEREAS, the City has received a request from the Pensacola Downtown Improvement Board dated October 19, 2017 in support of the proposed outdoor seating area lease; and

WHEREAS, the City's primary interest in this Lease Agreement is to support local economic development and to efficiently operate the Leased Premises; and

WHEREAS, the City and Tenant now desire to enter into this Lease Agreement.

NOW, THEREFORE, in consideration of one hundred dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged, and of the covenants and conditions set forth below and other good and valuable consideration, City and Tenant agree as follows:

- 1. RECITALS.** The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease Agreement.
- 2. USE OF PREMISES.** Tenant shall be entitled to use of the Leased Premises solely for the operation of an outdoor restaurant seating area.
- 3. TERM.** This Lease Agreement shall be coterminous with the 16 Palafox Place Lease. Upon expiration or non-renewal of the 16 Palafox Place Lease, this lease and Lease Agreement

shall terminate without further action by the parties. There shall be no automatic renewal of this Lease Agreement.

4. RENT. The rent for this exterior area Leased Premises shall be at \$1580, per year, divided into twelve (12) monthly payments of \$131.67 ("Rent Payment"), based on an approximated 632 square feet no later than the first (1st) day of each month. There shall be an annual increase of two percent (2%) on the rent, extending through any renewal of the 16 Palafox Place Lease term.

5. TAXES. During the Term, the Tenant agrees that Tenant shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments and other user fees, however named, specifically including any ad valorem tax, which may become a lien upon or which may be charged, assessed, imposed, or levied by the State of Florida, Escambia County, the City of Pensacola, any district or other governmental body upon the Leased Premises or arise in connection with the Tenant's occupancy or use thereof, or upon any taxable interest of the Tenant acquired in this Lease Agreement, or any taxable possessory right that the Tenant may have in or to the Leased Premises occurring as a result of its occupancy thereof, regardless of whether Tenant or City is billed. Tenant recognizes and agrees that the Leased Premises are exempt from ad valorem taxes and other taxes unless leased by the City to an entity like the Tenant that is subject to such taxation.

6. NET LEASE. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease Agreement shall be construed as a "net lease" whereby the Tenant shall be solely responsible for any expense or cost relating to the Leased Premises, this Lease Agreement or the Tenant's use of the Leased Premises during the Term of this Lease Agreement, including, without limitation, taxes (ad valorem and personal property taxes, sales or use taxes, or otherwise); insurance (as described herein); utilities; repairs, replacement and maintenance, and security requirements.

7. TENANT IMPROVEMENTS. Tenant may at Tenant's sole cost and expense install or construct within the Leased Premises improvements necessary to transact Tenant's business under this Lease Agreement including the installation of poles for lighting, floor drain, tree gates, and green wall, and removal of an existing plinth, as depicted in Exhibit B attached hereto and incorporated herein by this reference. Title to the improvements shall vest with the City upon completion. However, Tenant. Tenant shall submit to City detailed plans and specifications for any contemplated improvements or alterations and any fixtures, and shall not construct any additional improvements or alterations or alter or add to any improvements without prior written consent of City.

8. CONDITION OF PREMISES. The Leased Premises are leased to Tenant "AS IS," without any additional services or improvements to be rendered by City. Neither the City nor the City's officers, employees or agents have made any representations or promises with respect to the Leased Premises or services to be provided by the City in connection with Tenant's occupation or use, except as expressly set forth herein. The taking of possession of the Leased Premises "as-is" by the Tenant shall be conclusive evidence that the Leased Premises were in an acceptable and safe condition at the time possession was initially taken by the Tenant regardless

of any subsequent claim by the Tenant to the contrary.

9. OUTSIDE STORAGE PROHIBITED. Outside storage of product and materials is prohibited unless approved in advance by the City, which approval shall not be unreasonably withheld.

10. MAINTENANCE. During the Term, the Tenant shall maintain the Leased Premises in good working condition. All maintenance, repairs and upkeep for improvements installed, constructed or placed at the Leased Premises by or for the benefit of Tenant, as well as general housekeeping of the Leased Premises, shall be the responsibility of Tenant.

11. UTILITIES. The Tenant shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, fuel, janitorial service, trash removal service, data communication service and telephone service. Tenant shall be responsible for procuring all utility services necessary for Tenant's occupation and use, and operations on the Leased Premises, and shall be responsible for promptly paying those persons or entities furnishing or providing Tenant with services. Tenant shall arrange for direct billing with the appropriate utility provider. Construction, installation and maintenance of any improvements to utility infrastructure required to support Tenant's operations shall be at the sole cost and expense of Tenant.

12. INSURANCE. Tenant shall procure and maintain at all times during the term of this Lease Agreement, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida whose business reputation, financial stability and claims payment reputation is reasonably satisfactory to City. Each policy of insurance shall list the City as an Additional Insured. Tenant and City understand and agree that the minimum limits of insurance herein required may become inadequate following the initial term of this Lease Agreement, and, therefore agree that the minimum limits may be increased to commercially reasonable limits upon the commencement of any renewal term.

Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

Tenant shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person - accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

COMMERCIAL GENERAL LIABILITY COVERAGE

Tenant shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and in the aggregate for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and

the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations, products and completed operations, contractual liability and independent contractors. Fire Legal Liability shall be endorsed onto this policy in an amount of at least \$100,000 per occurrence. The coverage shall be written on occurrence-type basis and the City must be listed as an additional insured, and the policies endorsed in a form acceptable to the City.

LIQUOR LIABILITY INSURANCE

Liquor Liability Insurance must be provided, including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$1,000,000 each common cause and in the aggregate. The City of Pensacola must be listed as an additional insured

PROPERTY INSURANCE

Tenant shall maintain in force at all times, property insurance coverage which insures any improvements on the Leased Premises against fire, windstorm, flood (if commercially available) extended coverage and Standard Insurance Office (ISO) defined "Special Perils" of physical damage. City shall be an Additional Insured under such policies with coverage afforded to the City which is at least as broad as that provided to Tenant/Named Insured under the policy for the terms and conditions of such policy, and such policies shall be so endorsed in a form acceptable to the City. The amount of coverage will be 100% of the replacement cost. Tenant further agrees that, subject to the provisions of this Lease Agreement, if during the term of this Lease Agreement, the Tenant's leasehold improvements should be damaged or destroyed by fire or other perils, such damage shall be repaired and equipment replaced at the sole expense of Tenant and Tenant's business operations shall be restored to normal as promptly as possible.

CERTIFICATES OF INSURANCE, AND COPIES OF INSURANCE POLICIES

Tenant's required insurance shall be documented in Certificates of Insurance and endorsements to each policy that list this Lease and provide that City shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. Tenant shall furnish copies of Tenant's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies prior to the Commencement Date of this Lease. Certificates shall be on the "Certificate of Insurance" form equal to an ACORD 25, as determined by the City and acceptable to the City. Tenant shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to City and shall file with City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction, and provide copies of each new or renewal policy to the City. If any policy is not timely replaced, in a manner reasonably acceptable to City, and copies timely provided to City, Tenant shall, upon instructions of City, cease all operations under the Lease until directed by City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

REQUIRED INSURANCE PRIMARY

Each party's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the responsible party's required coverage.

LOSS CONTROL AND SAFETY

Tenant shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Leased Premises and the manner in which such activities shall be undertaken and to that end, Tenant shall not be deemed to be an agent of City. Reasonable precaution shall be exercised at all times by Tenant for the protection of all persons, including employees, and property.

13. INDEMNITY.

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

Tenant shall also indemnify and hold City harmless of and from any damages, claim, cost, expense, penalty, reimbursement or other adverse financial consequence to the City arising out of or relating to Tenant's failure to meet the obligations described in this Lease.

Tenant's obligations under this paragraph are not limited in amount, and specifically are not limited to the amount of any insurance.

14. DAMAGES. In the event the Leased Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause not due to the fault of Tenant, its officers, employees, contractors, agents, or invitees, City shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical. Tenant shall promptly, upon demand by City, assign, transfer and pay over to City any claims or insurance proceeds relative to the Property Insurance and Pollution Insurance policies required in this Lease relative to the costs to repair the Leased Premises, or replace the Leased Premises. In the case of insured losses, permanent repairs or reconstruction will not be affected until such time as any insurance claim is settled. In the event the repair or reconstruction schedule for the damaged facility does not meet Tenant's operational requirements, City will undertake sufficient and reasonable temporary repairs to allow Tenant to resume operations as expeditiously as reasonably possible.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Tenant shall be the responsibility of the Tenant. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Tenant or being stored at any facility assigned for the use and benefit of the Tenant on behalf of a customer or client of the Tenant.

In the event that the Leased Premises should be totally destroyed by fire, hurricane, wind, flood, or other casualty, or in the event the Leased Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Tenant may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease Agreement. In such event, the Rent shall be abated during the unexpired portion of this Lease effective with the date of such fire or

other casualty.

15. EVENTS OF DEFAULT. Any of the following events shall constitute an Event of Default of this Lease Agreement by the Tenant:

(i) If any rent, fees, charges or other monetary obligations are not received by the City within ten (10) business days after receipt of written notice of non-payment from City; or

(ii) If the Tenant fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease Agreement for a period of ten (10) business days after receipt of written notice from City; or

(iii) If the Tenant files a voluntary petition for bankruptcy, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law, or makes a general assignment for the benefit of creditors; or

(iv) If the Tenant is adjudicated bankrupt; or

(vi) If any act occurs which deprives the Tenant permanently of the rights, powers and privileges necessary for the proper conduct and operation of Tenant's business; or

(vii) If at any time the Tenant uses or permits the Leased Premises to be used for any purpose which has not been authorized by this Lease Agreement; or

(viii) If the Tenant uses or permits the use of the Leased Premises in violation of any law, rule or regulation; or

(ix) If the Tenant attempts to or does mortgage or pledge Tenant's interest hereunder; or

(x) If Tenant's interest under this Lease Agreement is being sold under execution or other legal process; or

(xi) If Tenant's interest under this Lease Agreement is being modified or altered by any assignment or unauthorized subletting or by operation of law; or

(xii) Any of the goods or chattels of Tenant used in, or incident to, the operation of Tenant's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; or

(xiii) Tenant's failure to take occupancy of the Leased Premises when same is tendered by City to Tenant.

16. REMEDIES ON EVENT OF DEFAULT. Upon the happening or during the continuance of any Event of Default specified above, the City will provide written notice to Tenant identifying the specific Event of Default ("Notice of Default Event"). Tenant shall have fifteen (15) days following receipt of such written notice to correct the Event of Default. If said Default remains or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

(i) Without initially terminating this Lease Agreement, City may reenter and take possession of the Leased Premises, and the Tenant shall continue to timely make such payments as required under this Lease Agreement. The City may thereafter enter into a new lease of the Leased Premises with any party, or operate the same on its own behalf, provided, however, that any rent payments received from any third party shall reduce the amount due from Tenant dollar-for-dollar. Immediately prior to commencement of the City's operation of the Leased Premises or the effective date of the new lease, as applicable, the City shall notify the Tenant of such event;

(ii) The City may immediately terminate this Lease Agreement and enter the Leased

Premises and exclude the Tenant from possession of the Leased Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Leased Premises for reletting to be immediately due and payable;

(iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to collect any amounts then due and thereafter to become due from Tenant, or to enforce performance and observance of any obligation, agreement or covenant of Tenant under this Lease Agreement, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease Agreement or be deemed to constitute an interference with the possession or use of the Leased Premises by the Tenant if made in accordance with the terms of this Lease Agreement and applicable law.

17. CONDEMNATION. If all or substantially all of the Leased Premises shall be taken by eminent domain, condemnation or in any other manner for public or quasi-public use or purpose, other than for temporary use or occupancy, then this Lease Agreement shall be amended to exclude the part so taken from the Leased Premises. If any part of the Leased Premises are taken or condemned under power of eminent domain by any governmental authority during the Term of this Lease Agreement, and as a result of such taking, the parties mutually agree that the part so taken causes the Leased Premises to be no longer commercially viable for the Tenant's operation, the Tenant shall have the option to cancel this Lease Agreement, as long as the City cannot offer the Tenant suitable replacement premises. If the Leased Premises is the subject of a taking, City and Tenant shall be entitled to pursue and collect their respective damages. Nothing contained herein shall prohibit Tenant from instituting separate proceedings to pursue a separate claim against the condemning authority for Tenant's relocation costs and the book value of any leasehold improvements to the Leased Premises paid for by Tenant, so long as such claim will not affect or diminish any award or compensation otherwise recoverable by the City.

18. FORCE MAJEURE. Neither the City nor the Tenant shall be deemed to be in breach of this Lease Agreement if either party is prevented from performing any obligations required of it hereunder by reason of strikes, boycotts, shortages of materials, labor disputes, embargoes, shipwrecks or obstructions to navigation, acts of God, act of public enemy, acts of superior governmental authority, floods, windstorms, riots, rebellion, or any other similar circumstances for which it is not reasonably responsible and which is not within its control. .

19. TIME IS OF THE ESSENCE. Time is of the essence of this Lease Agreement, and in case Tenant shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease Agreement, City may declare Tenant to be in default of such Lease.

20. QUIET ENJOYMENT. Tenant shall peaceably and quietly hold and enjoy the Leased Premises, subject to the provisions and conditions of this Lease Agreement. The City will at all times use reasonable efforts to maintain reasonable accessibility to the Leased Premises and to minimize interference with Tenant's business when exercising the City's rights under this Lease. Should the City significantly interfere with Tenant's use of the Leased Premises, provided such interference is not arising out of Tenant's use of the Leased Premises, and provided that as a result of the interference a material portion of the Leased Premises is rendered un-tenantable or

inaccessible for a period of ninety (90) days, then Tenant shall have the option to terminate this Lease Agreement on thirty (30) days' notice and have no further obligations hereunder, save and except for payments then accrued.

21. INDEPENDENT CONTRACTOR. The parties hereto agree that Tenant is an independent contractor and as such is not subject to the direction or control of the City except that Tenant shall be required to comply at all times with the City's general rules and regulations governing City property. This Lease Agreement shall not be construed so as to establish a joint venture or partnership between the parties hereto.

22. INTERRUPTION OF SERVICES. The City does not warrant the provision of utilities or services or the use of the Leased Premises or other facilities contemplated herein will be free from interruptions caused by repairs, renewals, improvements or alterations; strikes or lockouts; accidents; electrical failures, interruptions or surges, the inability of the City to obtain utilities or supplies; or any other cause beyond the reasonable control of the City. No such interruption shall constitute grounds for termination of this Lease Agreement by the Tenant, or render the City liable to Tenant for damages resulting from such interruption or relieve the Tenant from performing Tenant's obligations under this Lease Agreement.

23. UTILITY LINE EASEMENTS. The City reserves to itself and others the right to locate, relocate, construct, install, repair, operate, replace and maintain sewers and utilities upon and across the Leased Premises at locations which do not unreasonably interfere with the Tenant's use of the Leased Premises. The City also reserves to itself and others the right to maintain existing utilities and other facilities.

24. NO INDIVIDUAL CITY LIABILITY. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease Agreement because of any breach of the Lease Agreement or operation of the Lease Agreement.

25. NO ASSIGNMENT, NO SUB-LEASING. Tenant shall not assign, sublease, or otherwise transfer any of the rights or obligations of Tenant under this Lease Agreement, assign or otherwise transfer any interest in or to the Leased Premises or any improvement located thereon, without prior written consent of the City, which will not be unreasonably withheld. Any assignment or sublease shall not release the Tenant from any of Tenant's obligations or responsibilities under this Lease Agreement.

26. CONSENT OF OWNERSHIP. Any change in Tenant's ownership involving the transfer of shares comprising fifty-one percent (51%) or more of the Tenant's outstanding voting shares shall be considered a change in ownership which shall require written approval of the City for continuation of this Lease Agreement, which shall not be unreasonably withheld. Such approval shall be given at the sole discretion of the City regardless of any other provision of this Lease Agreement to the contrary. In the event of a change in corporate ownership of Tenant, the City shall be provided no less than sixty (60) calendar days advance written notice of any anticipated change in ownership, during which time the City may conduct any investigation the City deems appropriate to determine the prospective ownership entity's suitability as a tenant and ability to perform Tenant's obligations under this Lease Agreement, consult with Tenant

regarding the outcome of such investigation, and obtain a conditional approval to execute a lease assignment between the parties upon receipt by the City of such legal instruments as may be required to document such change in ownership. Consent to lease assignment is solely at the discretion of the City based on the City's prior written approval.

27. TERMINATION BY CITY. This Lease Agreement may be terminated by the City as otherwise provided herein upon default by Tenant.

28. SURRENDER. Upon the expiration or termination of this Lease Agreement for any cause, Tenant shall peaceably deliver up the Leased Premises to the City in the same or better condition as existed on the date of execution of this Lease Agreement, ordinary wear and tear excepted.

29. TITLE TO IMPROVEMENTS. Title to Improvements shall vest with the City upon completion of the construction of the Improvements. Upon expiration or termination of the Term, in the City's sole discretion, all buildings, fixtures and other improvements built on, or made to, the Leased Premises by the Tenant shall remain on the Leased Premises except that, if so requested by the City, the Tenant shall remove any buildings, fixtures or other improvements built on or made to the Leased Premises by Tenant within ten (10) days after the expiration of the Term. Upon surrender of the Leased Premises, Tenant shall remove all equipment, trade fixtures and personal property belonging to it or leased from third parties which have not assumed the characteristics of a permanent fixture. All personal property of Tenant not removed from the Leased Premises upon termination or natural expiration of this Lease Agreement shall be deemed abandoned and shall become property of the City, unless the City elects not to assume ownership, in which case the City may dispose of the same or store the same for Tenant's benefit, in either case at Tenant's sole cost and expense.

30. DAMAGE TO PROPERTY BY TENANT. Tenant shall return to City all property in the same condition as at the date of execution of this Agreement, including both major and minor repairs, or replacements as necessary. Any damage caused to the Leased Premises or City property by the removal of any of the Tenant's equipment, trade fixtures, improvements, or personal property shall be repaired by the Tenant at its sole expense within a reasonable period from the time the damage occurs.

31. NO HOLDING OVER. Failure of the Tenant to surrender the Leased Premises in accordance with the provisions herein elsewhere contained upon termination or cancellation of this Lease Agreement, and the subsequent holding over by Tenant, with or without the consent of the City, shall result in the creation of a tenancy at will, at double the fair market value for rent as determined by City appraisal or City property comparables, payable commencing at the time of the date provided herein for the surrender. This provision does not give Tenant any right to hold over at the expiration of the term of this Lease Agreement, and shall not be deemed, the parties agree, to be a renewal of the Lease Agreement term, either by operation of law or otherwise.

32. UNAUTHORIZED USE. Tenant shall not use or permit the use of the Leased Premises or any other property of the City for any purposes not authorized by this Lease Agreement.

33. BROKERAGE COMMISSION. Tenant warrants that there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease Agreement, and agrees to indemnify and save the City harmless for any liability that may arise from such claim, including reasonable attorney's fees.

34. PROTECTION AGAINST LIENS AND ENCUMBRANCES. Tenant agrees to keep the Leased Premises free and clear of any and all liens and encumbrances of any nature arising out of the use and occupancy of the Leased Premises by the Tenant, Tenant's agents, employees, invitees, licensees, customers, contractors, subcontractors, and suppliers. Tenant shall not incur any indebtedness giving rise to a lien on the Leased Premises, or Tenant's right therein and the existence of any claim or lien of record for a period in excess of thirty (30) days after written notice thereof to Tenant or thirty (30) days after knowledge thereof, or constructive knowledge thereof, by Tenant, shall constitute a material breach of this Lease Agreement.

35. NON-DISCRIMINATION. Tenant agrees that Tenant shall use the Leased Premises in compliance with all non-discrimination requirements imposed by any applicable federal, state or local law. Tenant also agrees Tenant will not discriminate against any employees or applicant for employment due to race, religion, color, creed, sex, age, national origin, disability, veteran or family status, and neither will Tenant fail to make reasonable accommodation for disabled employees.

36. PERMITS AND LICENSES. Tenant shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Leased Premises according to the terms of this Lease Agreement. Tenant shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

37. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Tenant shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control, including, but not limited to all persons invited or welcomed by the Tenant for any purpose, to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

38. COMPLIANCE FINES OR PENALTIES. Tenant shall defend, hold harmless and reimburse the City for any fine or penalty assessed against the City that is imposed as a result of the Tenant's failure to comply with any applicable municipal, state or federal law, ordinance, rule or regulation.

39. RIGHT TO INSPECTION. It is understood and agreed by Tenant that City reserves the right to seek enforcement of local, state and federal laws, regulations and policies, and as such Tenant shall, at all times, grant bona fide representatives of the City access to the Leased Premises for inspection and enforcement. City, or any of its authorized agents or employees, shall have the right to enter upon the Leased Premises during reasonable hours and upon reasonable notification, to inspect same for any reason or in order to make inquiry or ascertain whether Tenant is complying with the terms of this Lease Agreement. Any such inspection shall not interfere with the conduct of Tenant's business.

40. ENTRY. Except in the case of an emergency, the City shall give Tenant reasonable prior written notice before entering the Leased Premises and before commencing any work that would reasonably be expected to disturb Tenant's business operations on the Leased Premises. No method of entry authorized herein and made by the City shall constitute grounds for the termination of this Lease Agreement by the Tenant or be deemed to constitute an interference with the Tenant's possession or use of the Leased Premises.

41. INSPECTION OF RECORDS. City shall have the right to inspect the books, records or other data of the Tenant, provided such inspection is made during regular business hours.

42. NOTICES, CONSENTS AND APPROVALS. Any notices, consents or approvals required or otherwise contemplated by this Lease Agreement or by law to be sent to the City shall be provided in writing and signed by a duly authorized representative of the party on whose behalf they are given. Such notices, consents or approvals shall be deemed to be validly and sufficiently served at the time a properly addressed letter is transmitted by nationally recognized overnight delivery service, such as Federal Express Corporation or UPS, or certified mail, return receipt requested, addressed to the parties at the addresses provided in this Section below.

To the City:

**City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, Florida 32502**

To the Tenant:

Ian C. Kaple
Kaple Holdings, Inc.
118 South Baylen Street
Pensacola, FL 32502

Either party shall change the above address by providing written notice to the other party.

43. ADMINISTRATION OF AGREEMENT. The City Administrator shall serve as administrator of this Lease Agreement on behalf of the City. The Administrator of this Lease Agreement on behalf of the Tenant shall be Ian C. Kaple.

44. MEMORANDUM OF LEASE AGREEMENT. Tenant shall execute and deliver a recordable memorandum or short-form of this Lease Agreement, and shall record such memorandum of Lease Agreement in the official records of the Escambia County Clerk of the Court, at Tenant's expense, and providing a copy to the City of such recorded instrument, within thirty (30) days of executing this Lease Agreement.

45. ESTOPPEL CERTIFICATES. Within thirty (30) days after a written request from the City, Tenant shall certify, by a duly executed and acknowledged written instrument, to any mortgagee of purchaser or proposed mortgagee or proposed purchaser of the Leased Premises or

any other person, firm or corporation specified by the City, as to the validity and force and effect of this Lease Agreement, the existence of any default on the part of any party hereunder, and the existence of any offset, counterclaim or defense thereto on the part of Tenant, as well as to any other matters as may be reasonably requested by the City, all without charge and as frequently as the City deems necessary. Tenant's failure or refusal to deliver such instrument within such time shall be conclusive upon Tenant that: (i) Tenant has not transferred or assigned the Lease Agreement or any interest therein or sublet the Leased Premises Leased or any portion thereof; (ii) the Lease Agreement is in full force and effect and has not been modified or amended, except as represented by City; (iii) Tenant has accepted possession of the Leased Premises and any improvements required by the terms of the Lease Agreement to be made by the City have been completed to the satisfaction of Tenant; (iv) no Rent under the Lease Agreement has been paid more than one month in advance of its due date; (v) Tenant has no defense, counterclaim, charge, lien or claim of offset under the Lease Agreement or otherwise against Rents and charges due or to become due thereunder; and (vi) there are no uncured defaults or events which with the giving of notice or passage of time, or both, would become defaults in the City's performance or obligations under the Lease Agreement.

46. FURTHER ASSURANCES. Tenant agrees that Tenant will, from time to time, sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the request of the City, any and all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by City.

47. CONSTRUCTION. Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions contained in this Lease Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the City. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the plural number and vice versa; captions and headings herein are for convenience of reference only and shall not constitute a part of this Lease Agreement nor shall they affect its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; and references in this Lease Agreement to particular "articles," "sections" or "paragraphs" are references to articles, sections or paragraphs within this Lease Agreement, unless otherwise indicated. Days are measured in calendar days unless expressly listed in business days.

48. SURVIVAL. Any Tenant obligations and duties that by their nature extend beyond the expiration or termination of this Lease Agreement shall survive the expiration or termination of this Lease Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Lease Agreement shall survive the expiration or termination of this Lease Agreement.

49. SEVERABILITY. In the event any covenant, conditions or provision of this Lease Agreement is illegal, invalid or unenforceable by any court of competent jurisdiction, under present or future laws effective during the term of this Lease Agreement, such determination,

then and in that event, will not materially prejudice either the City or the Tenant as to their respective rights or other obligations contained in the valid covenants, conditions or provision of this Lease Agreement that shall remain and continue in full force and effect.

50. VENUE. Venue for any claim, action or proceeding arising out of this Lease Agreement shall be Escambia County, Florida.

51. STATE LAW APPLICATION. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Lease Agreement.

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

53. NON-WAIVER. A waiver by the City of any of the provisions, conditions, or covenants of this Lease Agreement shall not be deemed by the Tenant at any time thereafter to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by the City is required to restore or revive any right, power, remedy, privilege or option following a waiver by the City of any requirement, obligation or default of the other.

54. NON-WAIVER OF IMMUNITY. Nothing contained in this Lease Agreement shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the City under Section 768.28, *Florida Statutes*, and other sovereign immunity limitations of applicable law.

55. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of City hereunder shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of City to exercise promptly any such rights afforded it by said laws shall not operate to forfeit any such rights.

56. OPTIONS AND POWERS INDEPENDENT. The exercise of one of the options, rights, or powers given to the City shall not preclude the exercise of any other option, right, power or remedy, except in those cases where it is expressly so provided.

57. REMEDIES NOT EXCLUSIVE. No remedy in favor of the City under this Lease Agreement, particularly regarding default, is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or existing in law or equity. No delay or omission to exercise any right upon breach shall impair any such right nor shall be construed to be a waiver thereof.

58. PREVAILING PARTY ATTORNEY'S FEES. The prevailing party in any action, claim or proceeding arising out of this Lease Agreement shall be entitled to attorney's fees and costs from the losing party.

59. STATUTORILY MANDATED NOTIFICATION. As required by Section 404.056(8), *Florida Statutes*, City notifies Tenant 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 department."

60. ASBESTOS. Asbestos is an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate often used for fire proofing, electrical insulation and building materials. When the materials containing asbestos are disturbed causing the asbestos to flake and the asbestos fibers to become airborne, the fibers can be inhaled causing serious health risks. In the event any renovations, changes, alterations or improvements are made to the Leased Premises which would disturb or involve materials in the Leased Premises containing asbestos, all federal, state and local laws involving the removal shall be followed.

61. EXHIBITS. All exhibits, schedules or attachments, and all exhibits, schedules or attachments thereto, as may be referenced in this Lease Agreement are by this reference incorporated herein and shall be deemed to be a part of this Lease Agreement as if fully set forth herein.

62. BINDING CONTRACT. This Lease Agreement shall bind and inure to the benefit of the successors of the respective parties hereto.

63. NO THIRD PARTY BENEFICIARIES. Nothing in this Lease Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease Agreement.

64. ENTIRE AGREEMENT. The parties hereto understand and agree that this Lease Agreement contains the entire agreement and understanding between the City and the Tenant for the use of the Leased Premises by Tenant. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease Agreement. Any other written or oral agreement regarding the Leased Premises is expressly nullified upon the execution of this Lease Agreement unless otherwise specifically provided herein.

65. AMENDMENTS. This Lease Agreement may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease Agreement. The terms, provisions, covenants, and conditions contained in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise

expressly provided herein.

66. COUNTERPARTS. This Lease Agreement may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

67. CORPORATE TENANCY. The undersigned officer of Tenant hereby personally warrants and certifies that Tenant is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of Tenant hereby further personally warrants and certifies that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease Agreement by his or her signature thereto. The Tenant, as of the date of execution of this Lease Agreement, hereby represents and warrants to the City that it has the corporate power to enter into this Lease Agreement and to perform all acts required to be performed by the Tenant and that the execution and delivery of this Lease Agreement have been duly authorized by all necessary corporate action.

IN WITNESS WHEREOF, the parties have set their hands and seal the date first written above.

CITY OF PENSACOLA

Witness



Ashton J. Hayward, III, Mayor

ATTEST:

Witness



Ericka L. Burnett, City Clerk

Legal in form and valid as drawn:

City Attorney

Approved as to content:

Assistant City Administrator

KAPLE HOLDINGS, INC.



Witness:

President

Ryland Martin

Witness:

[Signature]

ATTEST:

[Signature]

Corporate Secretary

SEAL

Attachment "A"

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

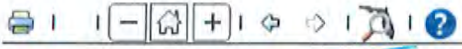
- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed 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 Consultant/ Contractor/Vendor 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 Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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 Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

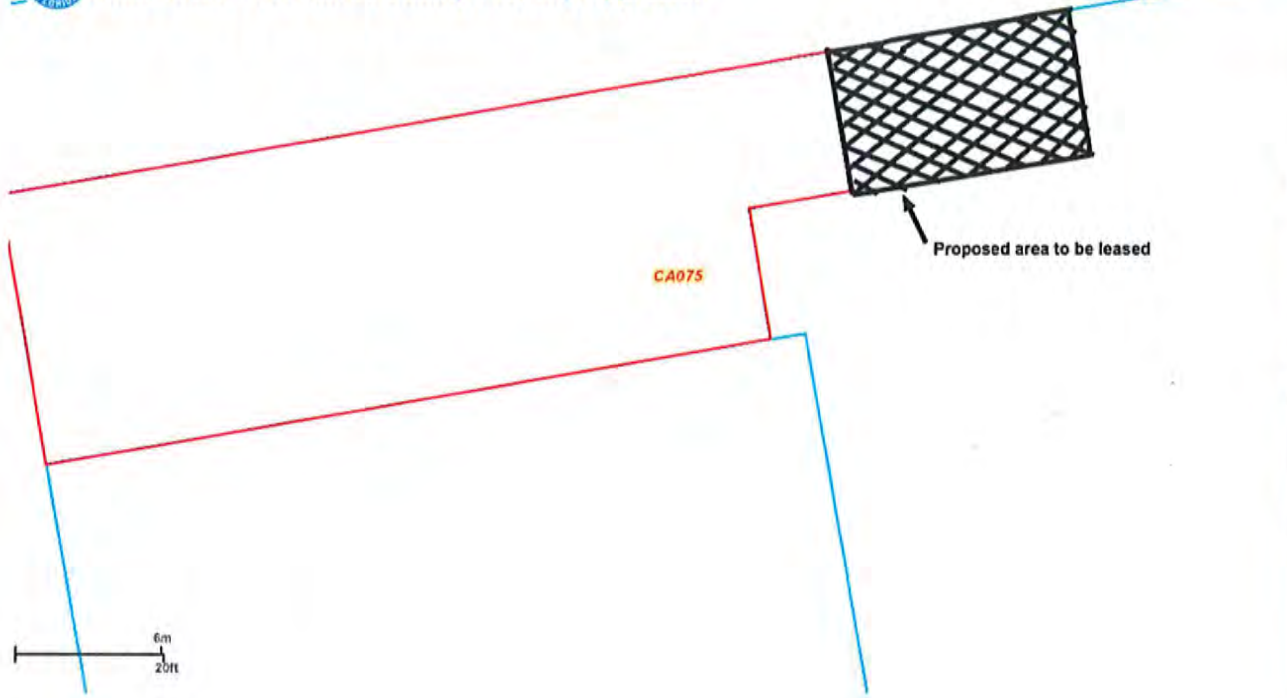
IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

Exhibit A

Leased Premises



 Chris Jones - Escambia County Property Appraiser



Search

Select

- App
- Sup
- Incl

Moas

Map C

Layer

Form

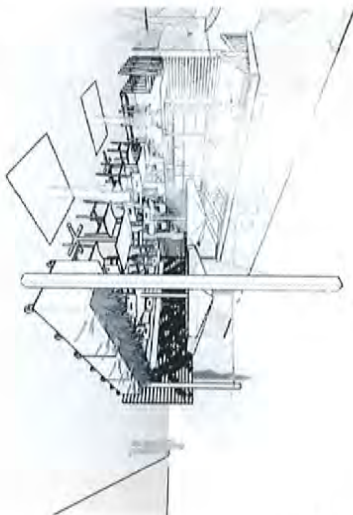
Exhibit B
Improvements

Wine Bar Outdoor Dining

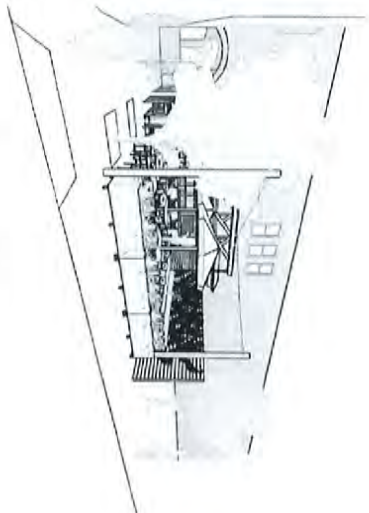
OUTDOOR DINING STRUCTURE FOR IAN KAPLE
16 Palafox Place, Pensacola, FL 32502



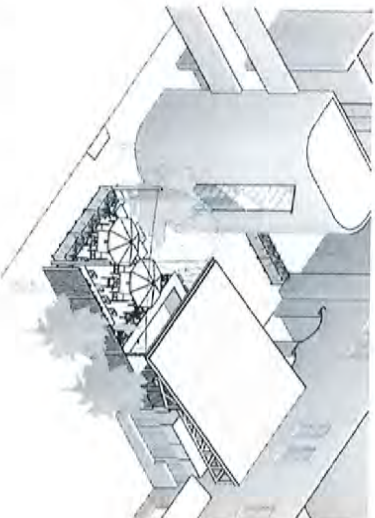
SITE MAP



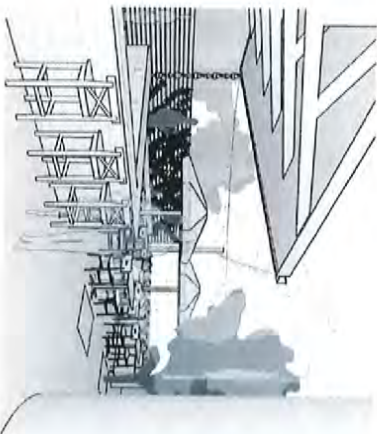
4 VIEW FROM SIDEWALK



3 VIEW FROM PARKING LOT



2 AXO BIRD'S EYE



1 VIEW FROM WINE BAR CORRIDOR

BUILDING DATA

GENERAL NOTES
CONSTRUCTION TYPE
FOUNDATION
ROOFING
WIND LOAD
SEISMIC
SLOPE ZONE
OCCUPANT LOAD
DETAILED ELEVATIONS
NON-LOADING OVERHANG

GENERAL NOTES

1. TO THE BEST OF OUR KNOWLEDGE, THESE DRAWINGS COMPLY WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES AND REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

INDEX OF DRAWINGS

Sheet Number	Sheet Title
0001	TITLE SHEET
0100	GENERAL NOTES
0200	FOUNDATION & ROOF PLANS
0300	FLOOR SLAB & EXTERIOR ELEVATIONS
0400	SECTIONS & DETAILS
0500	P. LIVING & POWER BASE SHEET

PRICING SET

OS
dallmiller sales
1011 S. GULF BLVD.
PENSACOLA, FL 32502
www.oscorp.com
407.271.2423

Wine Bar Outdoor Dining

16 Palafox Place, Pensacola, FL 32502

G001

PROJECT NO. 12078



October 19, 2017

Pensacola Downtown Improvement Board
226 S Palafox St, Ste #106
Pensacola, FL 32502

Mr. Ian Kaple
Wine Bar
16 Palafox Place
Pensacola, FL 32502

Dear Ian,

On behalf of the Pensacola Downtown Improvement Board, I am proud to endorse and support the Wine Bar not only for your continued business success, but for your efforts to further improve and add value to Downtown Pensacola.

Wine Bar is a vital part of our downtown community, and its economic impact is undeniable. Your venue has become that “third place” - not home, but not work – where we can meet with friends, talk in an inviting environment and enjoy the vibrancy of Palafox Street.

Your efforts to extend the Wine Bar experience to this new area is welcomed, and coincides with the DIB’s plans to activate the area surrounding the Jefferson Street Garage. Hats off to your entrepreneurial spirit!

Please let us know how we can help.

Sincerely,

A handwritten signature in black ink, appearing to read "Curt Morse", with a stylized flourish at the end.

Curt Morse
Executive Director



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00648

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

APPROVAL OF SUBLEASE - HARBOURVIEW BUILDING

RECOMMENDATION:

That City Council approve a sublease, from Harbourview of Pensacola, LLC to Crown Health Care Laundry Services, LLC, for property located at 25 W. Cedar Street.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 1984, the City Council approved a Lease Agreement ("Lease") to Harborview Corporation on the Bay for property located at 25 W. Cedar Street. The Lease provided for the construction of an office space structure on City-owned property. The Lease also provided for the construction of a parking garage available for use by the public on privately-owned property located directly north across Cedar Street. The structures are now completed and have been referred to as the Harbourview Building and Harbourview Parking Garage.

On August 11, 2016, the City Council approved assignment of the Lease to Harbourview of Pensacola, LLC.

Paragraph XIV(H) of the Lease requires any sublease with a duration of more than five years to be approved by the City. Harbourview of Pensacola, LLC, as current Lessee, seeks City approval to enter into a sublease of more than five years with Crown Health Care Laundry Services, LLC. The approval of the sublease in this action is hereby expressly limited to satisfy compliance with paragraph XIV(H) of the Lease, and shall in no way be intended or construed as granting, enlarging, altering, modifying, or amending rights in the Lease, nor shall it be intended or construed as an estoppel as to performance and compliance with the terms of the Lease.

PRIOR ACTION:

December 31, 1984 - City initially entered into the Lease of this property.

January 10, 1985 - City Council approved an amendment to the Lease.

May 5, 1986 - City Council approved a second amendment to the Lease.

September 10, 2009 - City Council approved the extension of the sublease agreements with Harbourview Building subtenants Circle K, Schofield & Wade, and UBS Paine Webber.

October 8, 2009 - City Council approved the extension of sublease agreements with Harbourview Building subtenants Reliance Aerotech, Office Environments, and Raytheon Company.

July 14, 2016 - City Council approved a sublease for Harbourview Building subtenant Publix Super Markets, Inc.

August 11, 2016 - City Council approved assignment of the Lease to Harbourview of Pensacola, LLC.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

12/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer
Stephanie Tillery, Contract and Lease Counsel

ATTACHMENTS:

- 1) Request from Harbourview of Pensacola, LLC dated September 11, 2017

PRESENTATION: No

MARY E. MOULTON, ESQ.

2717 Gulf Breeze Parkway

Gulf Breeze, FL 32563

(850) 934-1003

Fax: (850) 934-0503

September 11, 2017

VIA E-MAIL stillery@cityofpensacola.com

Stephanie C. Tillery, Esq.

Assistant City Attorney

City of Pensacola

P.O. Box 12910

Pensacola, Florida 32521

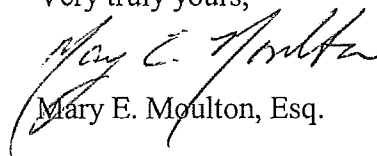
RE: Harbourview Building/City of Pensacola Approval of Lease with Crown Health Care
Laundry Services, LLC

Dear Stephanie:

Pursuant to Section XVI (H) of the Ground Lease for the Harbourview Building, Harbourview of Pensacola, LLC requests the approval of the City to a Lease Agreement with Crown Health Care Laundry Services, LLC. I have attached a copy of the subject Lease.

Please let me know what else you need.

Very truly yours,



Mary E. Moulton, Esq.

Attachment as stated



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00641

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

SCHEDULE A PUBLIC HEARING - DISPOSITION OF SURPLUS PROPERTY - 216 NORTH "A" STREET

RECOMMENDATION:

That the City Council schedule a public hearing regarding the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000. The Public Hearing will be held at the regular City Council meeting in January of 2018.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Community Redevelopment Agency (CRA) has stated its desire to comprehensively market available CRA-owned properties in the Urban Core Community Redevelopment Area. To date, the positioning of parcels for redevelopment has been an effective tool in the successful revitalization of Pensacola's Downtown Urban Core.

Pursuant to CRA and City Council policies, properties must be declared surplus and appraised prior to disposition. On December 5, 2016, the CRA declared the vacant property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, surplus and available for disposition. The disposition plan included marketing the property for affordable housing and a 30 day Notice of Disposition published on December 23, 2016 in the Pensacola News Journal, in compliance with the requirements of section 163.380 of the Florida Statutes. A property appraisal was conducted on September 28, 2016, which appraised the property at a fair market value of \$13,000.

CRA staff received a single offer for the purchase of 216 North "A" Street in response to the Notice of Disposition from Andre and Stephanie Tucker in the amount of \$5,000. The offer received is \$8,000 below the property's appraised fair market value. Chapter 163, Part III of the Florida Statutes allows CRA's to sell property for less than fair market value, taking into account and giving consideration to the long-term community benefits to be achieved by the CRA.

The sale must be approved by City Council following a public hearing, pursuant to City Council Resolution No. 55-80, the CRA's Bylaws and the Florida Statutes.

PRIOR ACTION:

September 28, 2016 - Property appraisal conducted on the property.

December 5, 2016 - The CRA declared the property at 216 North "A" Street surplus and available for disposition.

December 23, 2016 - A 30 day Notice of Disposition was published in the Pensacola News Journal.

FUNDING:

Budget: \$ -0-

Actual: \$5,000 Net Proceeds from the Sale of Property at 216 North "A" Street

FINANCIAL IMPACT:

The CRA will benefit from additional ad valorem revenue generated as a result of returning parcels to the tax roll. The CRA will receive \$5,000 in revenue from the proceeds from the sale of the property.

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Parcel Map and PA Records - 216 North "A" Street
- 2) Purchase Offer - 216 North "A" Street
- 3) Appraisal - 216 Norther "A" Street

PRESENTATION: No

216 North "A" Street



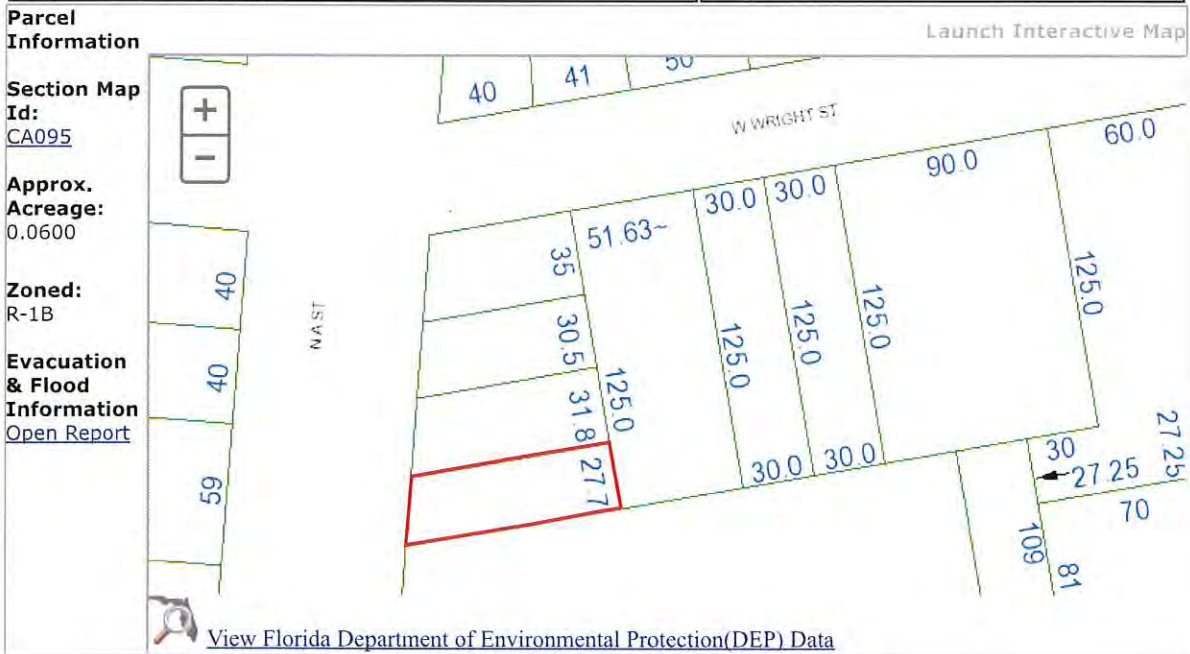
Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information		Assessments				
Reference:	000S009010163083	Year	Land	Imprv	Total	Cap Val
Account:	131804000	2017	\$9,149	\$0	\$9,149	\$7,495
Owners:	COMMUNITY REDEVELOPMENT AGENCY OF THE PENSACOLA CITY OF	2016	\$7,189	\$0	\$7,189	\$6,814
Mail:	PO BOX 12910 PENSACOLA, FL 32521	2015	\$6,195	\$0	\$6,195	\$6,195
Situs:	216 N A ST 32502	Disclaimer				
Use Code:	VACANT RESIDENTIAL	Amendment 1/Portability Calculations				
Taxing Authority:	PENSACOLA CITY LIMITS	★ File for New Homestead Exemption Online				
Schools (Elem/Int/High):	GLOBAL LEARNING ACADEMY/WORKMAN/PENSACOLA					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2017 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Official Records (New Window)	MUNICIPAL OWNED
02/13/2008	6288	1439	\$100	WD	View Instr	Legal Description S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6288...
07/2003	5191	706	\$100	TD	View Instr	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features None



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.

Helen Gibson

From: Andre Tucker <tuckera1@hotmail.com>
Sent: Wednesday, October 11, 2017 2:17 PM
To: Helen Gibson
Subject: Re: RFP for Disposition of Multiple Properties

Follow Up Flag: Follow up
Flag Status: Flagged

To: The Community Redevelopment Agency/Care of Helen Gibson

On behalf of Stephanie and Andre Tucker who reside at 218 North A Street, Pensacola Florida 32502. We are entering a Bid for Parcel #000S009010163083 Account # 131804000 216 N A Street, Pensacola, FL 32501. This parcel of land is located directly next to ours and it would benefit us greatly to be able to acquire this property for the additional space to be fenced in for a safe environment for our son with autism to play freely without having to worry about traffic, or anything else that would cause him harm. We also look to the future for this land, as we will and want to add on to the property in which we now reside so he can have his own place at our residence.

We would like to submit a cash offer of \$5,000.00 for said property of which once obtained we will maintain the grounds. Please feel free to contact Stephanie or Andre @ (850) 602-4722, or (850) 485-4013.

Sincerely Mr. & Mrs. Tucker

From: Helen Gibson <HGibson@cityofpensacola.com>
Sent: Friday, March 24, 2017 11:39:18 AM
To: tuckera1@hotmail.com
Subject: RFP for Disposition of Multiple Properties

Mr. Tucker, per our discussion, attached is the Notice of Intent to Dispose of CRA property. It contains the required information you need to include in your offer.

I recommend you review the CRA Plan for the Urban core CRA which may be accessed at:

<http://www.cityofpensacola.com/537/Urban-Core-Community-RedevelopmentCRA-PI>

Should you have any questions please feel free to contact me at 436-5650. I look forward to receiving your proposal.

Sincerely,

Helen

APPRAISAL REPORT

OF A

VACANT COMMERCIAL LAND PARCEL

LOCATED AT

**216 NORTH A STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

EXCLUSIVELY FOR

**CITY OF PENSACOLA
PLANNING SERVICES DIVISION**

AS OF

SEPTEMBER 28, 2016

BY

**CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665**

410 EAST GOVERNMENT STREET

**PENSACOLA, FLORIDA
32502**

APPRAISAL REPORT

The subject property consists of a vacant commercial land parcel that is located at 216 North A Street in Pensacola, Florida. The client is considering the sale of the property at a yet-undetermined price.

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is a vacant commercial land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT:

City of Pensacola
Planning Services Division
Attention: Ms. Helen Gibson, AICP
Neighborhood Revitalization Coordinator
222 West Main Street
Pensacola, Florida 32502

APPRAISER: Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
410 East Government Street
Pensacola, FL 32502

APPRAISAL FILE NUMBER: N216-0369

CLIENT PURCHASE ORDER NO.: Not Provided

PROPERTY LOCATION: 216 North A Street, Pensacola, Escambia County,
Florida 32502

PROPERTY TYPE: Vacant Commercial Land Parcel

REPORTED PROPERTY OWNER: Community Redevelopment Agency of the City of
Pensacola

TAX ACCOUNT NUMBER: 13-1804-000

PARCEL IDENTIFICATION NO.: 00-0S-00-9010-163-083

**CURRENT PROPERTY
TAX ASSESSMENT:** \$7,189; However, the current tax expense of the
subject is based upon a reduced assessed value of
\$6,814 that results from an annual increase limit
that applies to non-homesteaded properties in the
State of Florida. There are no unpaid property taxes
as the current owner is exempt from real estate
taxation based upon its governmental status.

LEGAL DESCRIPTIONS: Legal descriptions of the subject property obtained
from the Escambia County Property Appraiser's
Office and a deed are presented in the addendum of
this appraisal report.

ZONING CLASSIFICATION: R-NC; Residential Neighborhood Commercial

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the
appraiser's best estimate of the market value of the
subject real property as of the effective date. Market
value is defined under 12 U.S.C. 1818, 1819 and
title XI of the Financial Institutions Reform,
Recovery, and Enforcement Act of 1989
("FIRREA") as well as the Office of the
Comptroller of the Currency, as "the most probable
price which a property should bring in a competitive
and open market under all conditions requisite to a

**TYPE AND DEFINITION OF
VALUE (CONTINUED):**

fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF
APPRAISAL REPORT:**

City of Pensacola, Planning Services Division; No other party is entitled to rely upon this report without written consent of the appraiser.

INTENDED USE OF REPORT:

For the sole purpose of assisting the client, City of Pensacola, Planning Services Division, in internal business decisions concerning the possible sale of the subject property.

OWNERSHIP INTERESTS VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION:

September 28, 2016

EFFECTIVE DATE OF VALUE:

September 28, 2016

DATE OF APPRAISAL REPORT:

October 10, 2016

FINAL ESTIMATE OF VALUE:

\$13,000 (Subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, conducted a telephone interview with a representative of the property owner (client), and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 4.5 percent, which is within the range that is indicated by the state and national averages (4.4 percent and 4.7 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as East Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

Summary of Local Office Market: After a number of years of steady growth in the local office market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for office space declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future. Based upon the location, quality, and other physical characteristics of the subject property, its overall current relative position within the local marketplace is concluded to be favorable.

Property Description: The subject property is located on the east side of North A Street, just south of West Wright Street. The vacant property is situated adjacent to multiple residences. The interior parcel is fairly regular in shape. The site has approximately 27.7 feet of frontage on the east side of North A Street and an average depth of approximately 88 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.06 acre. This equates by calculation to a land area of 2,614 square feet.

The property is fairly level, cleared, fenced, and it appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

North A Street is a two-laned roadway in front of the subject. Overall access to the property is concluded to be adequate.

The property is zoned R-NC; Residential/Neighborhood Commercial under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The property has a Future Land Use Classification of MDR; Medium Density Residential.

SALES HISTORY OF SUBJECT PROPERTY:

According to the public records, the subject property was acquired by the current owner prior to 2009. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable.

Highest and best use as vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The potential for a zoning change appears to be unlikely. These land uses are generally compatible with other property types in the subject neighborhood.

The subject is comprised of a 0.06-acre land parcel with adequate shape, road frontage, and level topography. It is concluded that there are physical limitations on the non-residential development alternatives of the property as a result of its relatively small size. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a residential use.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property's being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report

SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Summary information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

<u>COMP. NO.</u>	<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/SQ. FT.</u>
1	498241	1003 North A Street	06/10/16	\$20,500	5,563	\$3.69
2	470563	511 West Chase Street	02/05/15	\$18,000	3,920	\$4.59
3	497455	600 West Jackson Street (Current Offering)	09/28/16	\$12,000	2,614	\$4.59
4	494255	508 North A Street	06/23/16	\$19,000	3,049	\$6.23

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 2,614 to 5,563 square feet, which is generally larger than the size of the subject. All are suitable for a residential type of use, and all but one are zoned R-NC like that of the subject. Each is located in the immediate subject neighborhood within 8 blocks of the subject. These comparables range in price from \$12,000 to \$20,500, which equates to a broad unit price of \$3.69 to \$6.23 per square foot.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning. Based upon the particular comparables included in this valuation analysis, no price adjustments were considered necessary for property rights conveyed, atypical financing, conditions of sale, topography, or utilities availability.

However, when compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the slightly improved local market conditions that have occurred since these sales were transacted. Upward unit price adjustments were concluded to be appropriate to Comparable Nos. 1 and 3 for locational differences. The largest of these adjustments was made to Comparable No. 1 based upon its location north of West Cervantes Street. The unit prices of Comparable Nos. 1 and 2 were adjusted slightly upward to account for their larger land size when compared to the subject. A small downward unit price adjustment was considered necessary to Comparable No. 1 to reflect its superior shape/width, relative to the subject. The unit price of Comparable No. 4 was adjusted downward to reflect its superior access (with frontage on two roads). Lastly, the unit price of Comparable No. 1 was adjusted upward based upon its inferior R-1A zoning classification when compared to the subject property.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$4.65 to \$5.66 per square foot. In placing least weight on Comparable No. 1, which is the sale that resulted in the most and greatest price adjustments, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$5.00 per square foot is estimated for this valuation. This concluded unit value represents the middle and is well-bracketed by the unadjusted unit price range of the comparables, which are considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rcccccc} 2,614 \text{ SQ. FT.} & & \times & & \$5.00/\text{SQ. FT.} & & = & & \$13,070 \\ & & & & \text{ROUNDED:} & & & & \underline{\underline{\$13,000}} \end{array}$$

The above total land value estimate is within the total sales price range of \$12,000 to \$20,500 that is indicated by the above comparables. Although this represents the lower end of the indicated range, it is concluded to be reasonable based primarily upon the generally larger size of the comparables, relative to the subject property.

c16-0369L

SUMMARY OF LAND SALES ADJUSTMENTS
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	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>	<u>Comp. No. 4</u>
Index Number	498241	470563	497455	494255
Total Sales Price	\$20,500	\$18,000	\$12,000	\$19,000
Square Feet	5,563	3,920	2,614	3,049
Price Per Square Foot	\$3.69	\$4.59	\$4.59	\$6.23
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Market Conditions (Time)	1%	5%	0%	1%
Adjusted Unit Price	\$3.72	\$4.82	\$4.59	\$6.29
<u>Adjustments- Physical Characteristics</u>				
Location	15%	--	10%	--
Size of Site	5%	5%	--	--
Shape of Site	-5%	--	--	--
Access/Road Frontage	--	--	--	-10%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	10%	--	--	--
Other Features	--	--	--	--
Cumulative Adjustments	25%	5%	10%	-10%
Adjusted Price Per Square Foot	\$4.65	\$5.06	\$5.05	\$5.66
			(Listing)	

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of September 28, 2016, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$13,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola, Planning Services Division.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 50 to 291 days (1.7 to 9.7 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 9 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 9 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola, Planning Services Division** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola, Planning Services Division**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

There are no extraordinary assumptions of this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", with a stylized flourish at the end.

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ1665

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016



SHERRILL, CHARLES C JR PA
410 E GOVERNMENT ST
PENSACOLA FL 32502



ISSUED: 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200003373

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property

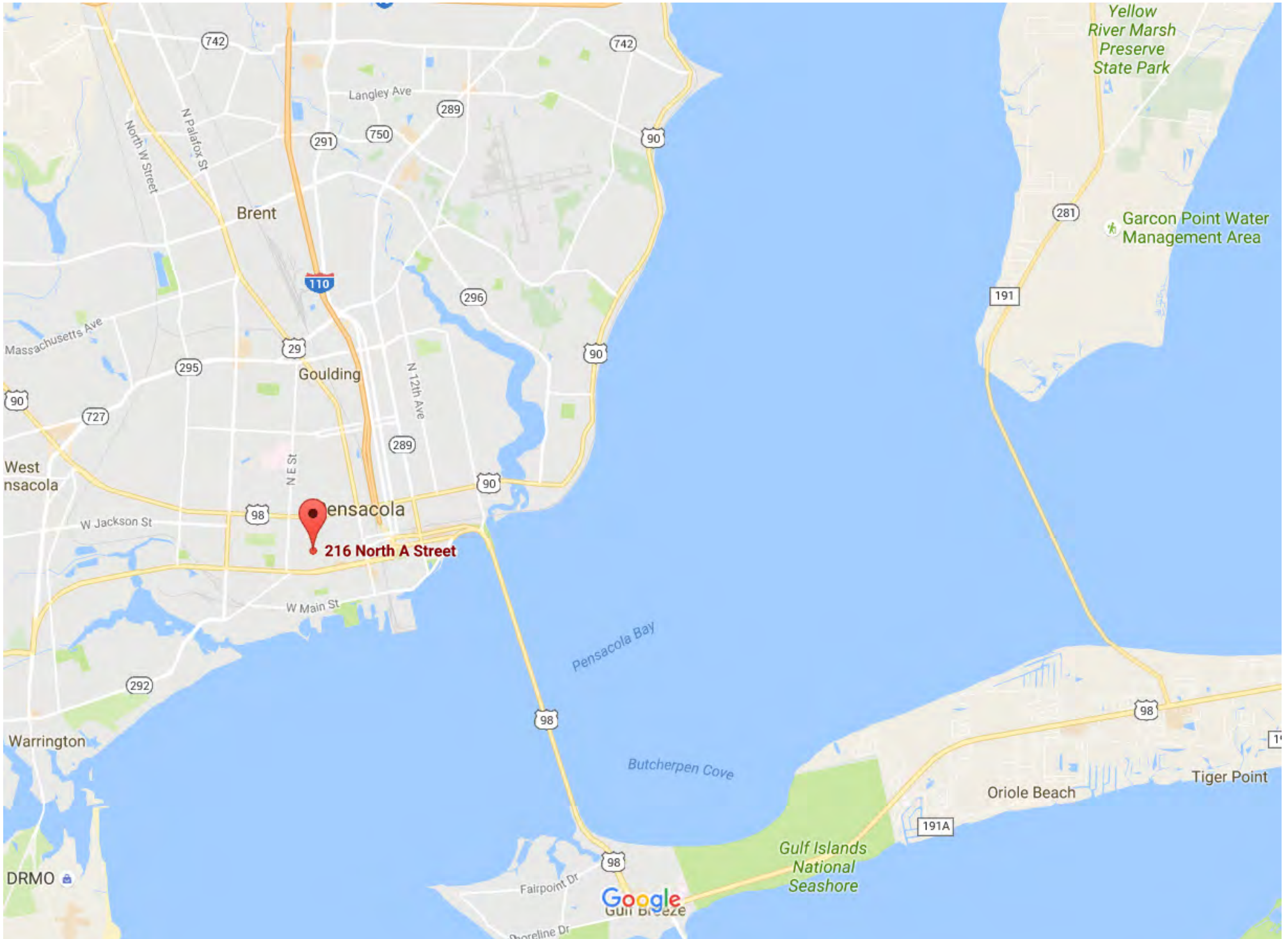


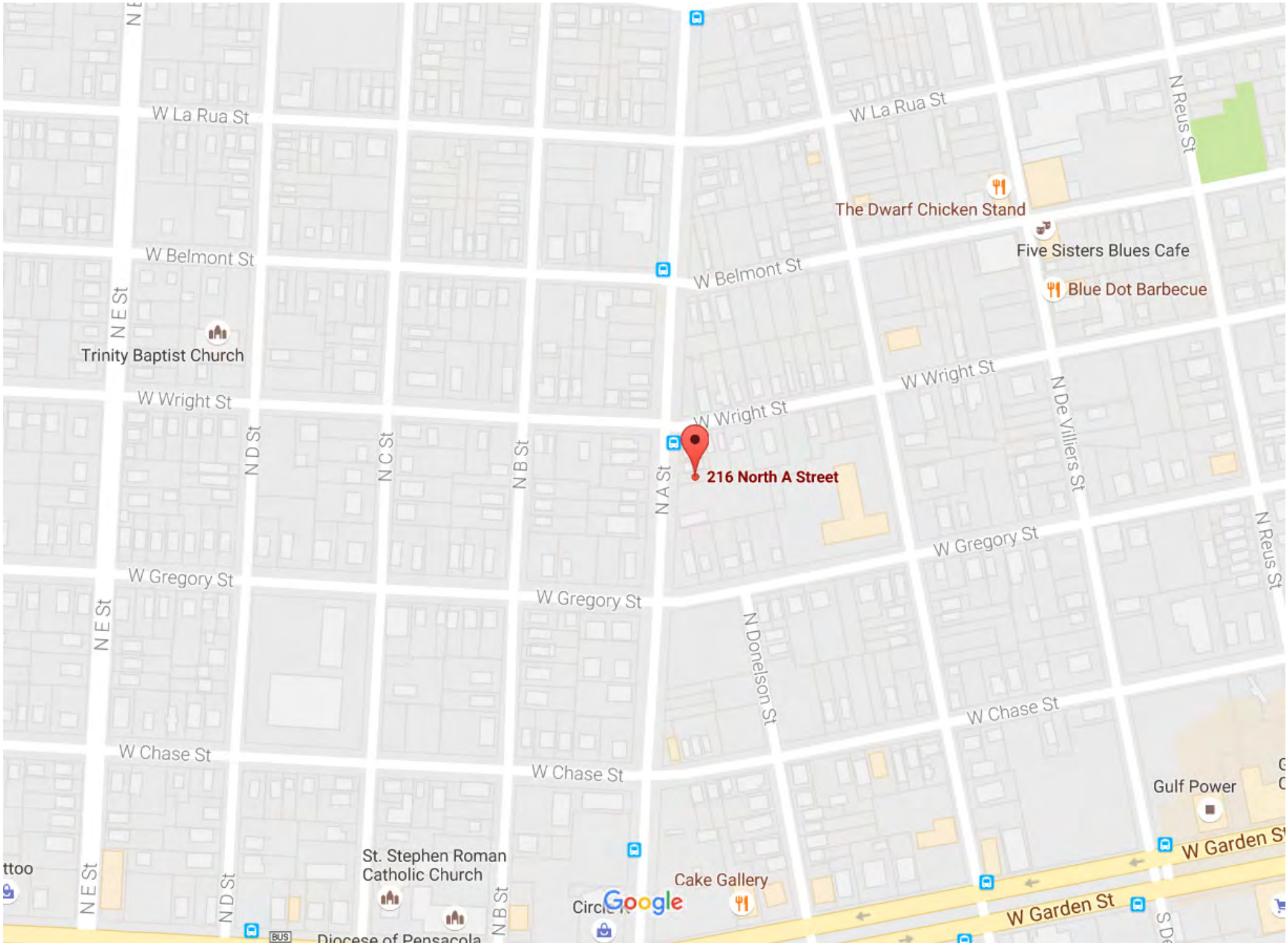
View of Interior of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject Street Scene From North A Street





<p>General Information</p> <p>Reference: 000S009010163083</p> <p>Account: 131804000</p> <p>Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA</p> <p>Mail: PO BOX 12910 PENSACOLA, FL 32521</p> <p>Situs: 216 N A ST 32502</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: PENSACOLA CITY LIMITS</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <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>2016</td> <td>\$7,189</td> <td>\$0</td> <td>\$7,189</td> <td>\$6,814</td> </tr> <tr> <td>2015</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> <tr> <td>2014</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$7,189	\$0	\$7,189	\$6,814	2015	\$6,195	\$0	\$6,195	\$6,195	2014	\$6,195	\$0	\$6,195	\$6,195
Year	Land	Imprv	Total	Cap Val																	
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2015	\$6,195	\$0	\$6,195	\$6,195																	
2014	\$6,195	\$0	\$6,195	\$6,195																	

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/13/2008</td> <td>6288</td> <td>1439</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/2003</td> <td>5191</td> <td>706</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/13/2008	6288	1439	\$100	WD	View Instr	07/2003	5191	706	\$100	TD	View Instr	<p>2016 Certified Roll Exemptions</p> <p>MUNICIPAL OWNED</p> <hr/> <p>Legal Description</p> <p>S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6288...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
02/13/2008	6288	1439	\$100	WD	View Instr														
07/2003	5191	706	\$100	TD	View Instr														

Parcel Information

Section Map Id:
[CA095](#)

Approx. Acreage:
0.0600

Zoned:
R-NC

Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

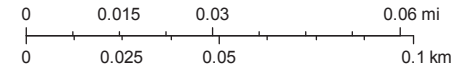
Chris Jones Escambia County Property Appraiser



September 27, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,299



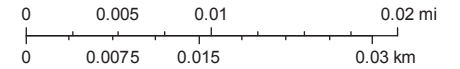
Chris Jones Escambia County Property Appraiser



September 27, 2016

1:435

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
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- Property Line



Escambia County Property Appraiser
000S009010163083 - Full Legal Description

S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83
BELMONT TRACT OR 6288 P 1439 CA 95

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of February, 2008, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida, whose address is 180 Governmental Center, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, land in Escambia County, Florida described in the attached Exhibit A (Property).

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2008 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D. M. "Mike" Whitehead, Chairman

Date Executed

Date BCC Approved

2-13-2008

1-10-2008

Not Agenda Backup
Ordinance 2/13/2008



TEST: Ernie Lee Magaha
Clerk of the Circuit Court

Ernie Lee Magaha
Deputy Clerk

Exhibit A

That certain property described in the Special Warranty Deed recorded in Official Record Book 3857 at page 779 of the public records of Escambia County, more particularly described as:

Commence at the southwest corner of Block 26, Old City Tract, City of Pensacola as copyrighted by Thomas C. Watson in 1906; thence proceed N 89° 02' 20" East along the South line of said Block 26, a distance of 10.00 feet to the point of beginning, said point being the intersection of the north right of way (R/W) line of Intendencia Street (R/W varies) and the East R/W line of Baylen Street (R/W varies); thence proceed North 00° 08' 28" East along said East R/W line of Baylen Street a distance of 119.10 feet; thence depart said line, proceed North 89° 11' 00" East a distance of 66.55 feet; thence proceed North 00° 02' 03" West a distance of 53.84 feet; thence proceed North 89° 23' 23" East a distance of 60.08 feet; thence proceed South 00° 06' 23" East a distance of 172.39 feet to the aforementioned North R/W line of Intendencia Street; thence proceed South 89° 02' 20" West along said North R/W line a distance of 127.22 feet to the Point of Beginning. Lying and being part of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

That certain property described in the Warranty Deed recorded in Official Record Book 4581 at page 1350 of the public records of Escambia County, and more particularly described as:

Lot 121 and the West 29 feet of Lot 120 and the West 60 feet of Lot 134, Block 14, Old City Tract, according to the Map of the City of Pensacola, copyrighted by Thos. C. Watson in 1906.

That certain property described in the Tax Deed recorded in Official Record Book 5191 at page 706 of the public records of Escambia County, and more particularly described as:

S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT CA 95 SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST, REFERENCE NUMBER 000S009010163083, TAX ACCOUNT NUMBER 131804000

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-1804-000		SEE BELOW	16	000S00-9010-163-083

2015 Property Taxes

COMMUNITY REDEVELOPMENT
 AGENCY OF THE CITY OF PENSACOLA
 PO BOX 12910
 PENSACOLA, FL 32521

216 N A ST
 S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF
 W 8 FT 4 IN OF LT 15 MAXENT TRACT BE
 See Additional Legal on Tax Roll

OFFICE
 (850) 438-6500
 Ext. 3252

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	6,195	6,195	0	0.00	
PUBLIC SCHOOLS						
BY LOCAL BOARD	2.1140	6,195	6,195	0	0.00	
BY STATE LAW	4.9990	6,195	6,195	0	0.00	
PENSACOLA	4.2895	6,195	6,195	0	0.00	
WATER MANAGEMENT	0.0378	6,195	6,195	0	0.00	
M.S.T.U. LIBRARY	0.3590	6,195	6,195	0	0.00	
TOTAL MILLAGE		18.4158		AD VALOREM TAXES	\$0.00	

KEEP

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
		\$0.00
NON-AD VALOREM ASSESSMENTS		\$0.00

PLEASE
 PAY ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS	\$0.00	PAY ONE AMOUNT	See reverse side for important information
---------------------------------------	--------	-----------------------	--

If Received By Please Pay	Sep 30, 2016 \$0.00				
-------------------------------------	-------------------------------	--	--	--	--

AMOUNT
 DUE
 IF PAID
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-1804-000		SEE ABOVE	16	000S00-9010-163-083

2015 Property Taxes

COMMUNITY REDEVELOPMENT
 AGENCY OF THE CITY OF PENSACOLA
 PO BOX 12910
 PENSACOLA, FL 32521

216 N A ST
 S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF
 W 8 FT 4 IN OF LT 15 MAXENT TRACT BE
 See Additional Legal on Tax Roll

CURRENT
 YEAR
 TAXES
 BECOME
 DELINQUENT
 APRIL 1

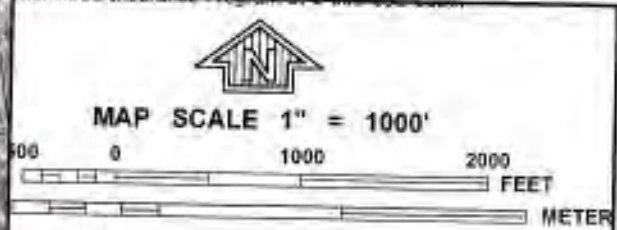
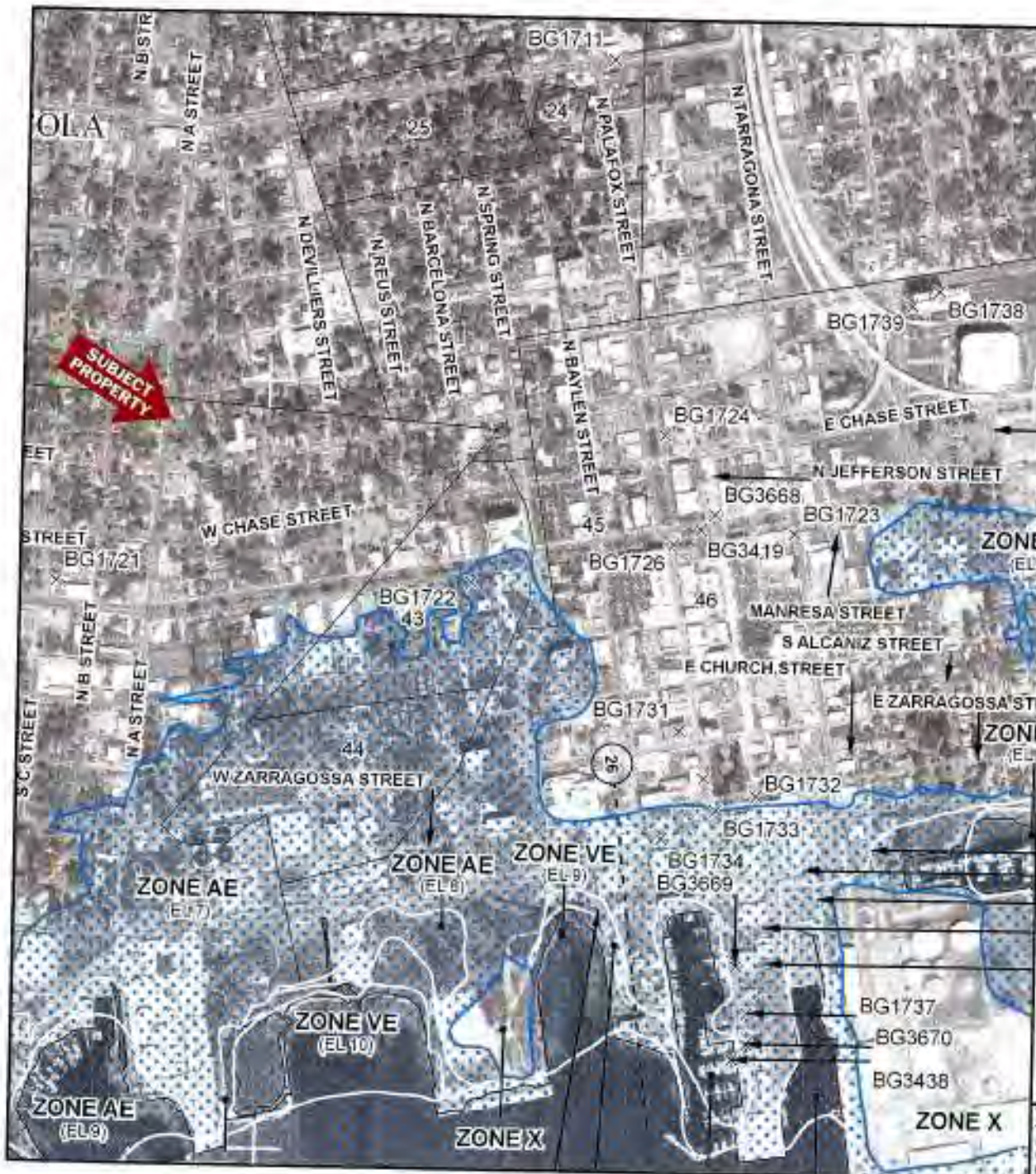
PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Received By Please Pay	Sep 30, 2016 \$0.00				
-------------------------------------	-------------------------------	--	--	--	--

RETURN WITH
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0390G

FIRM
FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY,
FLORIDA
AND INCORPORATED AREAS

PANEL 390 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	HAZARD	DATE	DEPTH
ESCAMBIA COUNTY	220241	0090	0
PENSACOLA CITY OF	220241	0090	0

Notes to User: This Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

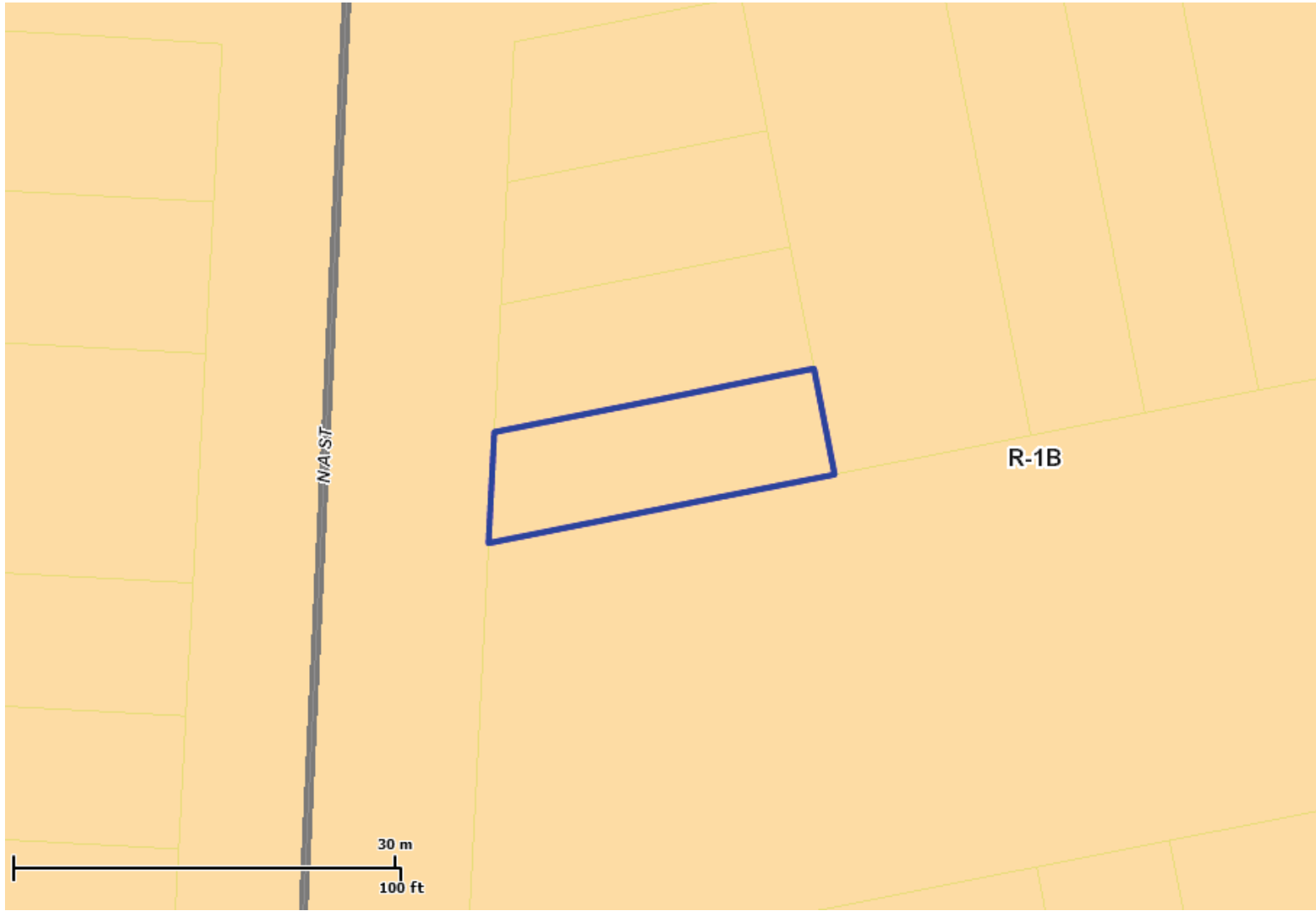


MAP NUMBER
12033C0390G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-INT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.mso.fema.gov



Disclaimer: This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



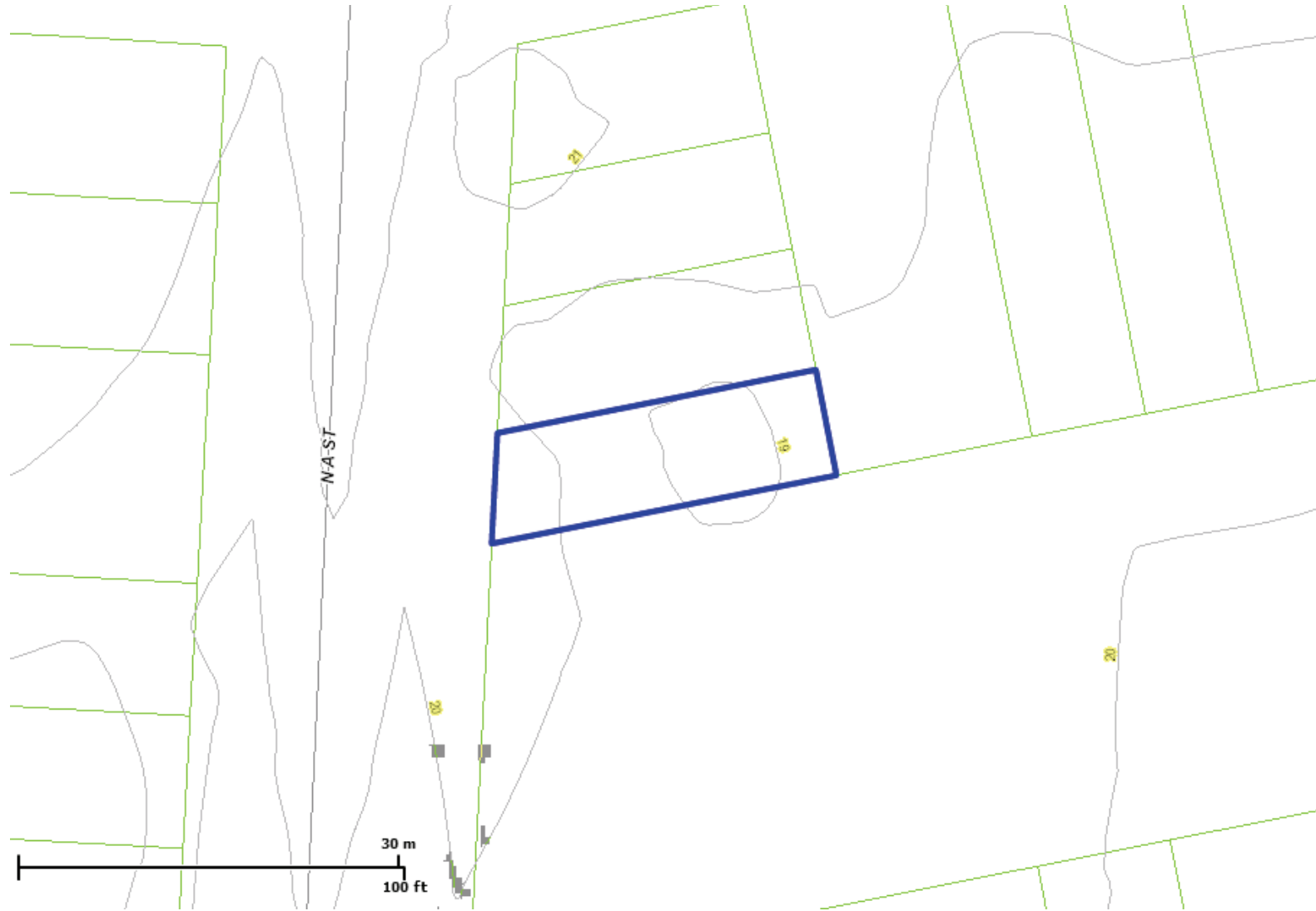
ZONING



Disclaimer: This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



FUTURE LAND USE



Disclaimer: This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



CONTOURS

COMPARABLE #1

LAND **Agent Full - For Agent's Only. Do Not Distribute to Clients.**
MLS # 498241 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$25,000
Status: Sold **Last Change:** 6/13/2016 **List Date:** 4/16/2016
Address: 1003 N A ST **Lot Size:** 44.5x125
 PENSACOLA FL 32501 **Acreage:** 0.127700
County: ESCAMBIA **Acre Price:** \$160,532...
Subdivision: WEST KING TRACT **Approx Sqft:**
Parcel # 000S00-9060-020-008 **Client Hit Ct:** 11 **Water Frontage:**
Elem: GLOBAL LEA **Middle:** WORKMAN **NumLots:** **Road Front Feet:**
High: PENSACOLA **Front Foot Price**
Dir: From Cervantes to North on A Street. Lot is right after the church on the left



Legal: S 14 FT OF LT 20 ALL LT 21 BLK 8 WEST KING TRACT OR 7447 P 73 CA 106

Virtual To... **Media:**

Property Description

Just blocks from downtown, ready to be built on. Perfect piece of property for a downtown Cottage. This lot has been cleared and sits next to a row of North Hill Cottages. Perfect opportunity to buy a piece of "downtown" before its gone. Call today!!!

Agent Notes Call or text listing agent for info

TYPE USE	RESIDENTIAL	WATERFRONT	NO WATERFRONT
LOT LOCATION	INTERIOR	WATER VIEW	NONE
ACCESS/SURFACE	CITY STREET, PAVED	WATER	PUBLIC WATER
TOPOGRAPHY	HIGH/DRY, LEVEL	SEWER	PUBLIC SEWER
IMPROVEMENTS	CLEARED	OTHER UTILITIES	ELECTRICITY
		WATERFRONT FEATURE	NONE
		ZONING	CITY, RES SINGLE

County Zoning:		Assignment of Interest:	
SPECIAL SALE TYPE: N/A		Seller Terms:	
Land Lease per Year:	Mtg Amt Offered:	Interest Rate:	
1st Mort Annual:	1st Mtg Mo Pymt:	1st Mtg Incl:	Equity:
FEES INCLUDE:			
Contingency Reason:		ACCEPT FINANCING: CASH, CONVENTIONAL	

LstOff: Levin Rinke Realty - OFC: 850-916-5050	BuyAgt: 2%	List Type: EXCLUSIVE RIGHT OF SALE	LtdServ: N
LstAgt: Amanda Hurd - CELL: 850-375-3570	TrnsBrk: 2%	Agency Relationship: TRANSACTION BROKER	Sellers Ph:
LstAgt Email: amandahurdrealtor@yahoo.com	NonRep: 0%	Sellers: in file	
Co-Off:	Dual/Var?: Y	SHOWING: CALL AGENT	
Co-Agt:	Bonus Amt:	Bonus Exp Date:	
	Bonus Terms:		

Sold Price: \$20,500	DOM/CDOM: 0 / 0	Buyer Name: DIVINITY BUILDERS GROUP
Closed Date: 6/10/2016	DUC:	Mortgage Type: CASH
Contract Date: 4/16/2016	Contingency Reason:	
Sale Factors:		

SellingOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-471-5... **SellAgt:** JAMES GILBERT - CELL: 850-607-5531
CoSellOff: **CoSellAgt:**

-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, inc.

Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:08 PM**

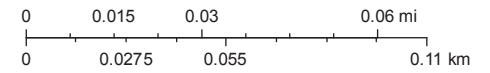
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,379



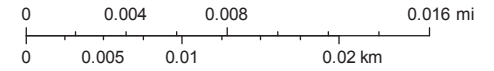
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:321



LAND **Agent Full - For Agent's Only. Do Not Distribute to Clients.**
MLS # 470563 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$18,000
Status: Sold **Last Change:** 2/6/2015 **List Date:** 10/7/2014
Address: 511 W CHASE ST **Lot Size:** 37 X 110
 PENSACOLA FL 32502 **Acreage:** 0.090000
County: ESCAMBIA **Acre Price:** \$200,000....
Subdivision: NONE **Approx Sqft:**
Client Hit Ct: 8 **Water Frontage:**
Parcel # 000S00-9080-190-010 **NumLots:** **Road Front Feet:**
Elem: GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA **Front Foot Price**
Dir: WEST ON GARDEN ST TO NORTH ON DEVILLERS TO WEST (LEFT) ON CHASE ST



Legal: BEG 120 FT W OF NE COR OF BLK S 110 FT W 37 FT N 110 FT E 37 FT TO BEG BLK 10 OR 1976 P 540 MAXENT TRACT CA 96

Virtual To... **Media:**

Property Description
 Vacant land. Close to downtown. Price to sell!

Agent Notes Vacant land. Close to downtown. Price to sell! Please check with city for permitting and or building requirements.

LOT LOCATION INTERIOR **WATER** PUBLIC WATER
ACCESS/SURFACE CITY STREET **SEWER** SEWER AVAILABLE
IMPROVEMENTS CLEARED

County Zoning: **Assignment of Interest:**
SPECIAL SALE TYPE: AS IS, COURT APPROVAL REQUIRED **Seller Terms:**
Land Lease per Year: **Mtg Amt Offered:** **Interest Rate:**
1st Mort Amount: **1st Mtg Mo Pymt:** **1st Mtg Incl:** **Equity:**
FEES INCLUDE:
Contingency Reason: **ACCEPT FINANCING:** CASH, CONVENTIONAL

LstOff: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **BuyAgt:** 2.5% **List Type:** EXCLUSIVE RIGHT OF SALE **LtdServ:** N
LstAgt: ERIC L GLEATON - HOME: 850-477-5908 **TrnsBrk:** 2.5% **Agency Relationship:** TRANSACTION BROKER **Sellers Ph:**
LstAgt Email: ericgleaton@ericgleaton.com **NonRep:** 0% **Sellers:** In File
Co-Off: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **Dual/Var?:** N **SHOWING:** SEE AGENT NOTES, VACANT
Co-Agt: BRIAN KELLEY - CELL: 850-380-1292 **Bonus Amt:** **Bonus Exp Date:**
Bonus Terms:

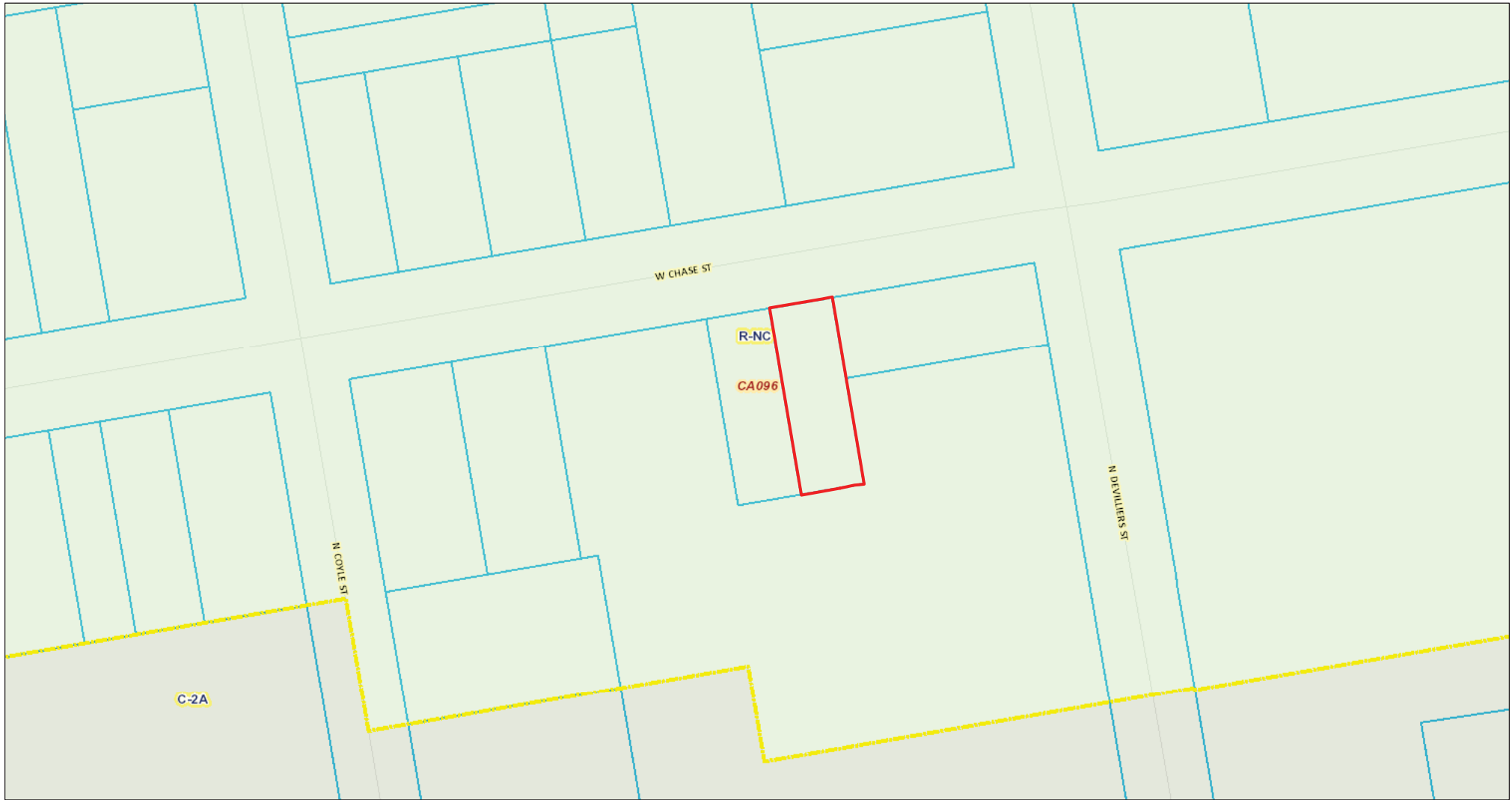
Sold Price: \$18,000 **DOM/CDOM:** 50 / 50 **Buyer Name:** We Are Having Fun, LLC
Closed Date: 2/5/2015 **DUC:** **Mortgage Type:** CASH
Contract Date: 11/26/2014 **Contingency Reason:**
Sale Factors:

SellingOff: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **SellAgt:** ERIC L GLEATON - HOME: 850-477-5908
CoSellOff: **CoSellAgt:**

-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, inc.

Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:13 PM**

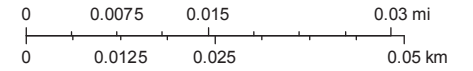
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:665



Chris Jones Escambia County Property Appraiser



LAND **Agent Full - For Agent's Only. Do Not Distribute to Clients.**
MLS # 497455 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$12,000
Status: Active **Last Change:** 7/9/2016 **List Date:** 12/11/2015
Address: 600 W JACKSON ST **Lot Size:** 27x104
 PENSACOLA FL 32501 **Acreage:** 0.060000
County: ESCAMBIA **Acre Price:** \$200,000....
Subdivision: NONE **Approx Sqft:**

Parcel # 000S00-9011-008-075 **Client Hit Ct:** 29 **Water Frontage:**
Elem: GLOBAL LEA **Middle:** WORKMAN **NumLots:** **Road Front Feet:**
High: PENSACOLA **Front Foot Price**
Dir: Start out by going west on Cervantes Street toward N. Palafox. Turn left onto N. Coyle St. Take second right onto W Jackson St. Lot is on the corner of Coyle and Jackson.
Legal: LT 8 BEL NO BLK 75 RE S/D OF BLK 75 WEST KING PB 2 P 38 OR 623 P 97 OR 6911 P 437 CA 94



Virtual To... **Media:**

Property Description
 Great residential lot in up and coming area of downtown. Owner will consider a package deal including-this lot & MLS 493475

Agent Notes Owner will consider a package deal including-this lot, MLS 491571 & MLS 493475

LOT LOCATION CORNER **WATER** PUBLIC WATER
ACCESS/SURFACE CITY STREET, PAVED **SEWER** PUBLIC SEWER
ZONING RES SINGLE

County Zoning: **Assignment of Interest:**
SPECIAL SALE TYPE: N/A **Seller Terms:**
Land Lease per Year: **Mtg Amt Offered:** **Interest Rate:**
1st Mort Amount: **1st Mtg Mo Pymt:** **1st Mtg Incl:** **Equity:**
FEES INCLUDE:
Contingency Reason: **ACCEPT FINANCING:**

LstOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-916-5800 **BuyAgt:** 2.5% **List Type:** EXCLUSIVE RIGHT OF SALE **LtdServ:** N
LstAgt: HEATHER SHEARER - CELL: 850-390-5857 **TrnsBrk:** 2.5% **Agency Relationship:** SINGLE AGENT **Sellers Ph:**
LstAgt Email: ha.shearer@yahoo.com **NonRep:** 2.5% **Sellers:** Faklis, George
Co-Off: **Dual/Var?:** N **SHOWING:** VACANT
Co-Agt: **Bonus Amt:** **Bonus Exp Date:**
Bonus Terms:

Sold Price: **DOM/CDOM:** 291 / 291 **Buyer Name:**
Closed Date: **DUC:** **Mortgage Type:**
Contract Date: **Contingency Reason:**
Sale Factors:

SellingOff: **SellAgt:**
CoSellOff: **CoSellAgt:**

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Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:14 PM**

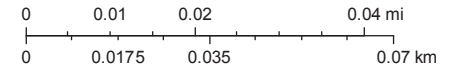
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:958



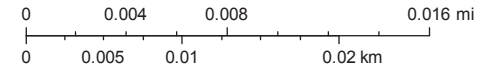
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
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- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:321



COMPARABLE #4

Agent Full - For Agent's Only. Do Not Distribute to Clients.

LAND
MLS # 494255 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$25,900
Status: Sold **Last Change:** 6/27/2016 **List Date:** 2/1/2016
Address: 508 N A ST **Lot Size:** 30*120
PENSACOLA FL 32501 **Acreage:** 0.070000
County: ESCAMBIA **Acre Price:** \$271,428....
Subdivision: NONE **Approx Sqft:**

Parcel # 000S009010019078 **Client Hit Ct:** 18 **Water Frontage:**
Elem: GLOBAL LEA **Middle:** WORKMAN **NumLots:** **Road Front Feet:**
Dir: From W Cervantes Street, turn South on A Street. Lot is on the left.



Legal: N 30 FT OF S 150 FT OF W 125 F T BEL NO BLK 78 BELMONT TRACT OR 6772 P 1606 CA 95

Virtual To...

Media:



Property Description

Free and clear lot just a few blocks from downtown and directly next door to new construction. Great investment opportunity in an up-and-coming area.

Agent Notes Show and sell. Exact dimensions to be verified by buyer.

WATER PUBLIC WATER
SEWER PUBLIC SEWER

County Zoning:

SPECIAL SALE TYPE: N/A

Land Lease per Year:

1st Mort Annual:

FEES INCLUDE:

Contingency Reason:

Mtg Amt Offered:

1st Mtg Mo Pymt:

Interest Rate:

1st Mtg Incl:

ACCEPT FINANCING: CASH, CONVENTIONAL

Assignment of Interest:

Seller Terms:

Equity:

LstOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

LstAgt: NANNETTE CHANDLER - CELL: 850-516-3863

LstAgt Email: nchandler10@gmail.com

Co-Off: WaterFrontCity Realty LLC - CELL: 850-712-2591

Co-Agt: Jamie Ross - CELL: 850-449-3454

BuyAgt: 2.5%

TrnsBrk: 2.5%

NonRep: 2.5%

Dual/Var?: Y

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: See Chell Investments LLC

SHOWING: SEE AGENT NOTES

Bonus Exp Date:

LtdServ: N

Sellers Ph:

Sold Price: \$19,000

Closed Date: 6/23/2016

Contract Date: 6/3/2016

Sale Factors:

DOM/CDOM: 123 / 123

DUC:

Contingency Reason:

Buyer Name: Rios

Mortgage Type: CASH

SellingOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

CoSellOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

SellAgt: NANNETTE CHANDLER - CELL: 850-516-3863

CoSellAgt: Jamie Ross - CELL: 850-449-3454

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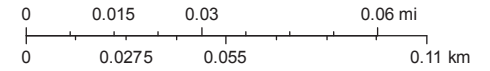
Chris Jones Escambia County Property Appraiser



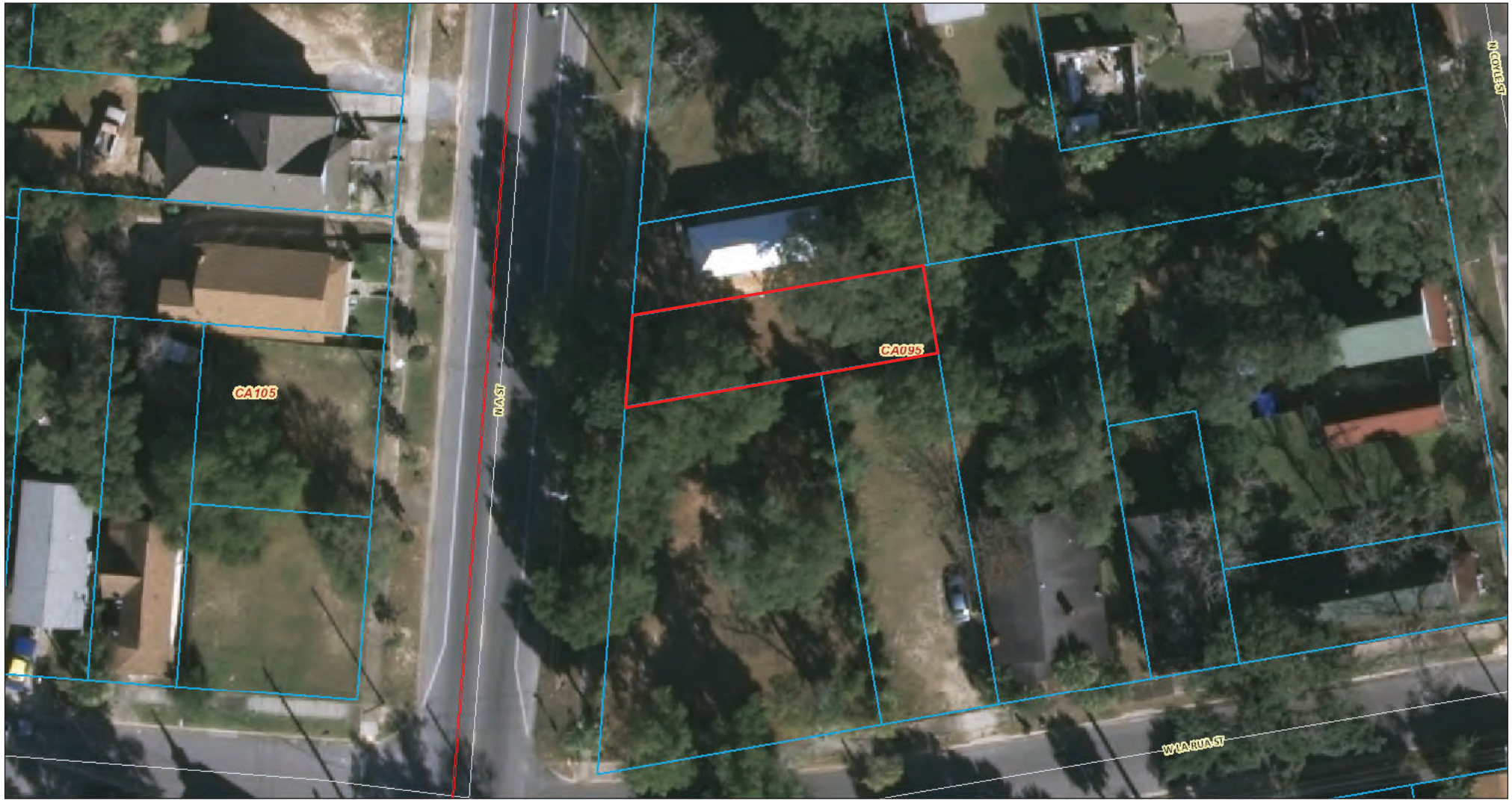
October 5, 2016

- Map Grid
- City Road
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- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,379

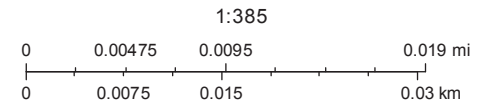


Chris Jones Escambia County Property Appraiser

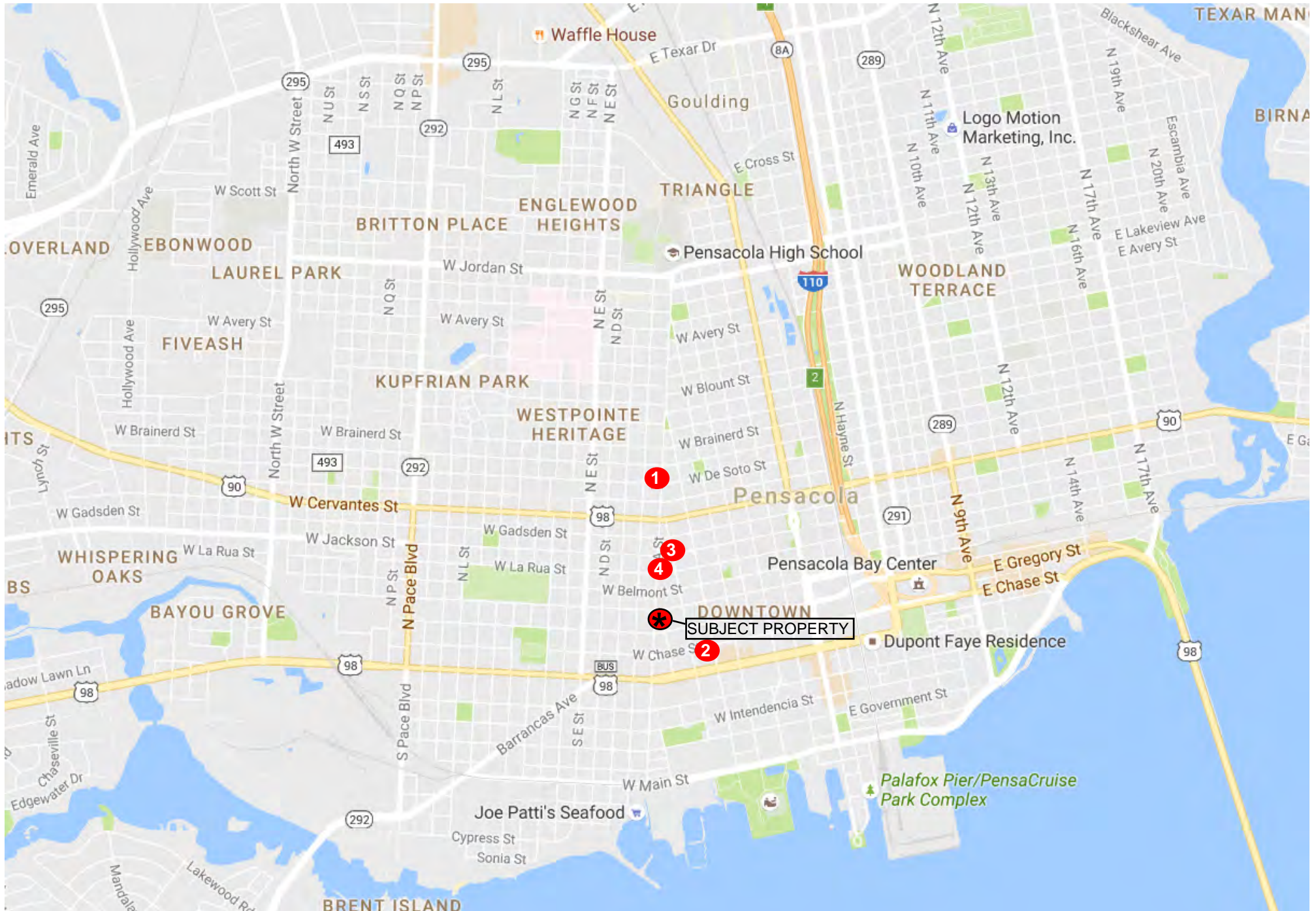


October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
410 East Government Street
Pensacola, Florida 32502
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

- Eminent Domain and Condemnation
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Analyzing Operating Expenses
- Appraising from Blueprints and Specifications
- Feasibility, Market Value, and Investment Timing
- Analyzing Distressed Real Estate
- Hotel/Motel Valuation
- Effective Appraisal Report Writing
- FHA Homebuyer Protection Plan and The Appraisal Process
- Standards of Professional Practice - Part C
- Standards of Professional Practice - Part A
- Fair Lending and the Appraiser
- Appraisal of Retail Properties
- Standards of Professional Practice - Part B
- Understanding Limited Appraisals and General Reporting Options - General
- Accrued Depreciation
- Depreciation Analysis
- Rates, Ratios, and Reasonableness
- Comprehensive Appraisal Workshop
- Real Estate Risk Analysis

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

USPAP Update

Florida Appraisal Laws and Regulations

Appraisal of 2-4 Family and Multi-Family Properties

Challenging Assignments for Residential Appraiser's

Foreclosure Basics for Appraiser's

Florida Appraiser Supervisor/Trainee Rules

Neighborhood Analysis

Communicating the Appraisal

Appraisal Principles

Sales Comparison Approach

Income Capitalization Approach

Cost Approach

Real Estate, Mortgages, and Law

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)

Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)

Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)

Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991

Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)

Past Member, Escambia County Value Adjustment Board (2008 – 2012)

Member, Pensacola Association of Realtors

Member, Florida Association of Realtors

Member, National Association of Realtors

Member, Branch Banking and Trust Company Local Advisory Board of Directors

Member, Pensacola Area Chamber of Commerce

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient

Past President and Executive Committee Member, Pensacola Sports Association Board of Directors

Current Board Member, Pensacola Sports Foundation

Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors

Past Board Member and Trustee, Pensacola Historical Society Foundation

Past Member and Executive Committee Member, Pensacola State College Board of Governors

Member and Past Board Director & Executive Committee Member, Pensacola YMCA

Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors

Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

APPRAISER'S QUALIFICATIONS**LISTING OF APPRAISER CLIENTS:****Mortgage Loan Purposes**

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

Market Value Purposes

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00669

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FIRST AMENDED AND RESTATED LEASE AGREEMENT WITH THE GENERAL "CHAPPIE" JAMES SUMMER FLIGHT ACADEMY, INC.

RECOMMENDATION:

That City Council authorize the Mayor to execute and take all action necessary to enter into an amended and restated lease agreement, with The General "Chappie" James Summer Flight Academy, Inc., for the operation of a community-based youth flight academy within the General Daniel "Chappie" James Memorial Home site located at 1608-1610 Dr. Martin Luther King, Jr. Drive.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The General Daniel "Chappie" James, Jr. Memorial Home site, located within the Eastside Urban Infill and Redevelopment Area, is listed on the National Register of Historic Places and was donated to the City of Pensacola by the James family. Reuse of this facility is an approved and funded project of the Eastside Redevelopment Area. Two non-profit entities, the Chappie James Museum of Pensacola, Inc. and The General Daniel "Chappie" James Summer Flight Academy, Inc., propose to utilize the property for a museum and flight academy.

Renovation of the historic home and construction of additional space at the site is currently underway and expected to be completed in early winter 2017. Upon completion, sufficient space will be available to house both the flight academy and the museum.

On August 10, 2017, City Council approved a lease agreement with The General "Chappie" James Summer Flight Academy, Inc., to enable the non-profit to apply for a grant. An amendment to and restatement of the approved lease agreement is recommended to address common area and to establish, modify, and finalize the respective responsibilities of the parties for the duration of the lease agreement.

PRIOR ACTION:

August 10, 2017 - City Council approved a lease agreement with the General Chappie James Summer Flight Academy.

FUNDING:

N/A

FINANCIAL IMPACT:

The lease will generate \$100 in annual revenue.

CITY ATTORNEY REVIEW: Yes

12/7/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Brian Cooper, Parks & Recreation Director

ATTACHMENTS:

- 1) First Amended and Restated Lease Agreement with The General Chappie James Summer Flight Academy, Inc.

PRESENTATION: No

**FIRST AMENDED AND RESTATED
LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE GENERAL
DANIEL “CHAPPIE” JAMES SUMMER FLIGHT ACADEMY, INC.**

THIS AMENDED AND RESTATED LEASE AGREEMENT (“Lease”) effective this __ day of _____, 201_, by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida and The General Daniel “Chappie” James Summer Flight Academy, Inc. (“Lessee”), a registered not-for-profit, each at times referred to as a “party” or collectively as “parties.”

WHEREAS, the City and the Lessee entered into a lease agreement dated August 1, 2017 (“Original Lease”); and

WHEREAS, at the time of entering the Original Lease, the leased premises and location of the leased premises were not yet fully developed; and

WHEREAS, in order to accommodate the Lessee’s request, the City entered into the Original Lease on August 1, 2017 prior to completion of the facilities, as Lessee was seeking grant money for a project of Lessee from a private third party and such grant requirements included an executed lease; and

WHEREAS, at the time of entering into the Original Lease, both parties acknowledged and agreed that the Original Lease would need to be amended and restated to address common area and to establish, modify and finalize the respective responsibilities of the parties for the duration of the lease; and

WHEREAS, the parties now desire to enter into this amended and restated Lease agreement pursuant to the terms and conditions herein;

NOW, THEREFORE, in consideration of one hundred dollars (\$100), the receipt and sufficiency of which is hereby acknowledged by the parties, and in consideration of the mutual promises herein, the parties agree as follows:

1. RECITALS.

The parties agree the recitals above are true and correct and are hereby incorporated as material terms of this Lease by this reference.

2. STATEMENT OF PURPOSE.

City owns certain real property known as the General Daniel “Chappie” James Memorial Home site located at 1608 - 1610 Dr. Martin Luther King, Jr. Drive, Pensacola Florida, 32503, City of Pensacola, Escambia County, Florida (“Property”). Lessee intends to lease portion of the space at the Property, as described below, as the base for a community-based youth flight academy program whose mission is to introduce disadvantaged children to aviation career fields, and such purposes as further described in Exhibit A attached hereto and incorporated herein by this reference.

3. PREMISES LEASED.

City hereby leases to Lessee 912 square feet of space for Lessee’s exclusive use, as depicted on Exhibit B attached hereto and incorporated by this reference (“Leased Premises”) subject to the terms, provisions and conditions of this Lease. Lessee may also reasonably access the common areas, pursuant to applicable terms and conditions herein, and otherwise any access to the Property to be in the City’s sole discretion.

4. TERM AND RENEWALS.

The term of this Lease shall commence upon the date first written above, and shall continue for a period of five (5) years (“Term”). This Lease shall be renewable, in the sole discretion of the Mayor of the City, for up to one (1) five (5) year renewal term (“Renewal Terms”).

5. LEASE PAYMENTS.

The City agrees to lease the Leased Premises to Lessee at an annual rent of One Hundred Dollars (\$100) on or prior to January 1 of each year.

6. LIMITATIONS ON USE OF PREMISES AND CONDITIONS OF USE.

The Leased Premises shall be used by Lessee solely for the non-profit youth flight academy program described in Exhibit “A”. Use of common areas is restricted to use by the building tenants only. Use of any other portions of the Property are subject to prior written City approval. Lessee shall keep the Leased Premises in good operating condition and repair at all times, as required in this Lease, and shall conform as required in this Lease respecting any potential shared use of the common areas or Property.

7. INSTALLATION OF LEASEHOLD IMPROVEMENTS.

Lessee shall submit to City the design plans and specifications for any proposed leasehold improvements on the Leased Premises. Upon approval of the City, Lessee shall commence installation of the improvements on the Leased Premises, and Lessee shall be fully responsible for the cost and development of the leasehold improvements to the Leased Premises at Lessee’s sole cost and expense and shall comply with all applicable building regulations pursuant to the terms and conditions of this Lease.

8. TITLE TO IMPROVEMENTS.

Title to leasehold improvements upon the Leased Premises by Lessee shall vest in City upon termination of the Lease. Lessee acknowledges and agrees that Lessee shall have no right to remove such fixed or permanent leasehold improvements, however, Lessee shall, upon City request, remove any improvements and restore the Leased Premises to the original condition at the time of commencement of the Lease, normal wear and tear excepted.

9. CITY ACCESS.

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of City access to the Leased Premises at all times deemed necessary by the City.

10. NO MORTGAGES OR ENCUMBRANCES.

Lessee shall not mortgage, encumber, or allow any liens to be placed against any portion of the Property, the Leased Premises or Lessee’s leasehold interest therein. Lessee shall

immediately remove any liens or encumbrances placed against the Leased Premises on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease, and the City may, in the City's sole discretion, terminate the lease immediately upon written notice to Lessee, and further, upon receipt of such notice, Lessee shall immediately surrender to the City the Leased Premises and all fixtures and equipment thereon.

11. UTILITIES, REPAIRS, AND MAINTENANCE.

- (i) The City will provide electrical, gas, water, sewer and garbage services for the Leased Premises, therefore, the City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines for or about the Leased Premises, along with the right to enter the Leased Premises in order to accomplish the foregoing, or to accomplish any need of the City, provided, however, that City shall take reasonable precautions to avoid the disruption of the Lessee's authorized activity under this Lease.
- (ii) The City will perform structural repairs to the roof, floor, exterior walls and windows of the Leased Premises unless damage is due to the Lessee's actions or omissions, limited general maintenance and upkeep of the grounds, and pest control services for the Leased Premises, provided however, 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 cause or damage arising from such repair or improvements.
- (iii) The City will provide limited custodial services, provided however, Lessee shall keep all interior and exterior areas of the Leased Premises and the common areas or surrounding Property in a neat, clean, safe, sanitary and orderly condition and attractive appearance, and free at all times of all paper, rubbish and debris, with all trash and debris resulting from its operations in its premises deposited by Lessee in containers approved by the City.
- (iv) In the event Lessee fails to maintain the Leased Premises or common areas or other portions of the Property in accordance with this Lease for more than three (3) days following date of receipt of written notice from City to Lessee of such failure to maintain, the City reserves the right to take any action to cure said failure, in the City's sole discretion and Lessee shall pay to the City an amount equal to the City's cost for such actions plus a ten percent (10%) administrative charge.

12. INSURANCE AND INDEMNIFICATION.

General:

The Lessee shall insure its contents and personal property within the building and shall procure and maintain insurance of the types and to the limits specified.

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

The Lessee and the City understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Lease. The Lessee agrees that it will increase or change such coverage as required by the City within ninety (90) days upon receipt of written notice from the City.

Property Insurance:

To the extent it is available, the City will maintain property insurance on the insurable portions of the City owned Property. The City will not purchase or maintain property insurance on the Lessee's contents, Lessee's personal property.

13. INSURANCE REQUIREMENTS.

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

Worker's Compensation: The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person-accident, \$100,000 each person disease, \$500,000 aggregate-disease.

Commercial General Insurance – Including Fire Legal Liability: The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policy filed by the Insurance Services Office. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, must be provided. Coverage must be provided which includes bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. The coverage shall be written on an occurrence-type basis. Fire Legal Liability coverage must be included with a minimum limit of \$100,000 per occurrence. The City shall be listed as an additional insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement.

Builder's Risk Insurance:

If the Lessee constructs improvements on the Leased Premises, the Lessee or its contractor must provide Builder's Risk Insurance afforded on an Inland Marine "All-Risk" type form which includes collapse coverage.

The Amount of Insurance is to be 100% of the completed value of the work. Such coverage will additionally include an amount equal to 10% of the Amount of Insurance of the completed value of the work for materials and equipment stored off the construction site, in transit or delivery, including loading and unloading.

The policy must be specifically endorsed to eliminate any "Occupancy" clause or similar warranty or representation that the premises in the course of construction shall not be occupied or used without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk Coverage will continue to apply until final acceptance of the work. Acceptance shall not be deemed to have been made solely on account of occupancy of any portion of the premises.

The City shall be listed as Additional Insured by endorsement on the policy as well as the Certificate of Insurance.

The policy shall contain a "Waiver of Subrogation" clause in favor of the City, any subsidiaries or affiliates, its elected and appointed officials, employees, volunteers, representatives, and agents which would waive any subrogation against any of them.

The policy shall contain no exclusion which would exclude damage or loss caused by breakage, freezing, temperature extremes or temperature change, water, flood, leakage, or seepage.

Certificates of Insurance:

Required insurance shall be documented in the Certificates of Insurance that provide that the City shall be notified in advance of cancellation, non-renewal or adverse change or restriction in coverage. This Lease shall be listed on each Certificate. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

Insurance of the Lessee Primary:

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the Lease.

Loss Control and Safety:

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees, and Property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

14. BACKGROUND CHECKS.

Lessee shall cause all Lessee's Board Members, employees, volunteers, invitees and affiliates who will have contact with children to undertake and pass a Level Two (2) Background Check at Lessee's expense prior to any contact with children. Lessee shall immediately provide all such background checks, as updated accordingly, now and in the future, of any individuals that may have such contact, to the City's Parks and Recreation Director.

15. HOLD HARMLESS.

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

16. SIGNS.

Lessee shall not permit signs, logos, or advertising displays placed 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's Parks and Recreation Director. Signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

17. NO ASSIGNMENT, NO SUBLETTING.

Lessee shall not assign or sublet any portion of this Lease. Any assignment or sublet of this Lease is prohibited and shall be null and void and of no effect.

18. NO WAIVER BY CITY.

A failure by City to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

19. SURRENDER UPON TERMINATION.

Upon the expiration or termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises. Lessee warrants to City that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee, Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by City for City's own benefit, Lessee shall pay to

remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the City harmless therefrom. Excepting personal Property of Lessee, upon surrender, City may in the Parks and Recreation Director's sole discretion, assume ownership of any fixture or Property within the Leased Premises or require Lessee, at Lessee's sole cost and expense to remove any Property or fixture.

20. ATTORNEY'S FEES.

The prevailing Party in any action, claim or proceeding arising out of this Lease shall be entitled to attorney's fees and costs from the losing Party.

21. FORCE MAJEURE.

Neither the City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

22. RELATIONSHIP OF PARTIES.

Lessee represents and warrants Lessee is not in any way or for any purpose a partner or joint venture with or agent of the City. Lessee shall act as an independent contractor in the performance of its duties pursuant to this Lease.

23. BOARD MEMBERSHIP.

Lessee shall maintain an active board membership list, including board member names and contact information, and shall provide such list, in writing, to the City's Parks and Recreation Director. Any changes to board membership shall be documented and an updated list provided to the City's Parks and Recreation Director upon occurrence.

24. NOTICES.

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization.

All notices to the City shall be mailed to:

Parks and Recreation Director
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

With an additional copy to:
City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Lessee shall be mailed to:

Clifton Curtis, President
The General Daniel Chappie James Summer Flight Academy, Inc.
2575 Escambia Avenue
Pensacola, FL 32503

The parties from time to time may designate in writing changes in the address stated.

25. ENTIRE LEASE.

This writing, together with all the attached exhibits, constitutes the entire agreement of the parties. This Lease supersedes all prior agreements, if any, between the City and Lessee, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Lease shall not be modified except in writing, signed by the City and Lessee.

26. PARTIAL INVALIDITY.

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

27. SUCCESSOR.

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

28. CONSENTS AND APPROVALS.

Where this Lease requires approval from the City, prior written approval from the Parks and Recreation Director shall be considered to fulfill such requirements.

29. GOVERNING LAW.

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

30. VENUE.

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

31. HEADINGS.

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

32. PUBLIC RECORDS ACT.

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

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

Attest:

City of Pensacola,
a Florida municipal corporation

Ericka Burnett, City Clerk

By: _____
Ashton J. Hayward III, Mayor

The General Daniel Chappie James, Jr.
Flight Academy, Inc., a Not for Profit Organization

Attest:

By: _____
Printed Name: Clifton Curtis, Jr.
Title: President

Corporate Secretary

Approved As To Form and Execution:

Approved As To Content:

By: _____
City Attorney

By: _____
Parks and Recreation Director

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor 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 Consultant/ Contractor/Vendor 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 Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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 Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

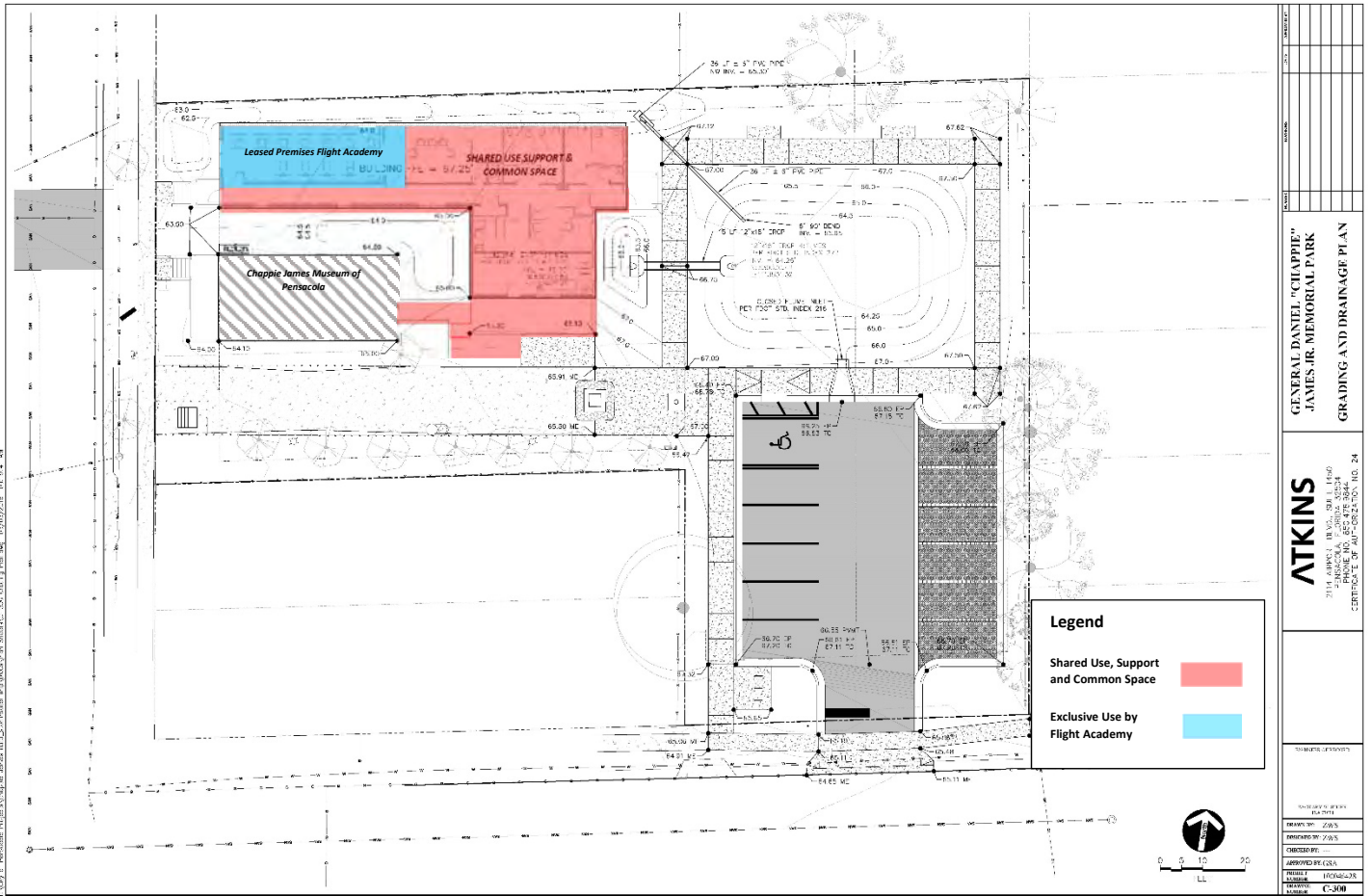
IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A
STATEMENT OF PURPOSE

Lessee intends to use the premises for the following purposes: Aviation Career Education, Tutoring and Community Outreach.

Lessee shall supply, equip, maintain and staff the facility and all programs at the Chappie James Memorial home site to serve as the base for the Summer Flight Academy program and its support operations throughout the year. The Flight Academy program's five areas of primary focus are: Aviation Basics/Aerodynamics; Academic Excellence; Independent Thinking/Decision-Making; Presentation/Public Speaking Skills; and Financial Life Skills. The Academy offers first level exposure to the aviation industry, providing aviation career exploration for middle and high school students. The program is designed to expose youth to the wide variety of career opportunities in aviation, provide STEM tutoring and introductory aviation training services to targeted youth.

EXHIBIT B LEASED PREMISES



<p>ATKINS</p> <p>2114 JAMESVILLE BOULEVARD, SUITE 110 TAMPA, FLORIDA 33613 PHONE: 813.877.3334 FAX: 813.877.3335</p>	<p>GENERAL DANIEL "CHAPPIE" JAMES JR. MEMORIAL PARK</p> <p>GRADING AND DRAINAGE PLAN</p>
<p>DATE: 01/11/2011</p> <p>PROJECT NO.: 10000000000000000000</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: JWS</p> <p>CHECKED BY: JWS</p> <p>APPROVED BY: [Signature]</p> <p>DATE: 01/11/2011</p> <p>PROJECT: 10000000000000000000</p> <p>SCALE: C-300</p>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00670

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

LEASE AGREEMENT WITH THE CHAPPIE JAMES MUSEUM OF PENSACOLA, INC.

RECOMMENDATION:

That City Council authorize the Mayor to execute and take all action necessary to enter into a Lease Agreement with Chappie James Museum of Pensacola, Inc. for the operation of a museum commemorating the life of General Daniel "Chappie" James within the General Daniel "Chappie" James Memorial Home site located at 1608-1610 Dr. Martin Luther King, Jr. Drive.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The General Daniel "Chappie" James Memorial Home site, located within the Eastside Urban Infill and Redevelopment Area, is listed on the National Register of Historic Places and was donated to the City of Pensacola by the James family. Reuse of this facility is an approved and funded project of the Eastside Redevelopment Area. Two non-profit entities, the "Chappie" James Museum of Pensacola, Inc. and the General Daniel "Chappie" James Summer Flight Academy, Inc., propose to utilize the property for a museum and flight academy.

Renovation of the historic home and construction of additional space at the site is currently underway and expected to be completed in early winter 2017. Upon completion, sufficient space will be available to house both the flight academy and the museum.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

The lease will generate \$100 in annual revenue.

CITY ATTORNEY REVIEW: Yes

12/7/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Lease Agreement with the Chappie James Museum of Pensacola, Inc.

PRESENTATION: No

**LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE CHAPPIE
JAMES MUSEUM OF PENSACOLA, INC.**

THIS LEASE AGREEMENT (“Lease”) dated this ___ day of _____, 201___, by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida and the Chappie James Museum of Pensacola, Inc. (“Lessee”), a registered not-for-profit, each at times referred to as a “party” or collectively as “parties.”

WHEREAS, the Lessee is a not-for-profit corporation registered with the State of Florida for the purpose of operating a museum; and

WHEREAS, the City owns property Lessee has determined to be suitable for Lessee’s museum; and

WHEREAS, Lessee has requested the City lease to Lessee a portion of the City owned property, as defined below, for the establishment and operation by Lessee of the museum, as defined below; and

WHEREAS, the parties now desire to enter into this Lease agreement pursuant to the terms and conditions herein;

NOW, THEREFORE, in consideration of one hundred dollars (\$100), the receipt and sufficiency of which is hereby acknowledged by the parties, and in consideration of the mutual promises herein, the parties agree as follows:

1. RECITALS.

The parties agree the recitals above are true and correct and are hereby incorporated as material terms of this Lease by this reference.

2. STATEMENT OF PURPOSE.

City owns certain real property known as the General Daniel “Chappie” James Memorial Home site located at 1608 -1610 Dr. Martin Luther King, Jr. Drive, Pensacola Florida, 32503, City of Pensacola, Escambia County, Florida (“Property”). Lessee intends to use a portion of the space at the Property for the operation of the General “Chappie” James Museum (“Museum”) such purpose as further described in Exhibit A attached hereto and incorporated herein by this reference.

3. PREMISES LEASED.

City hereby leases to Lessee 864 square feet of space for Lessee’s exclusive use, as depicted on Exhibit B attached hereto and incorporated by this reference (“Leased Premises”) subject to the terms, provisions and conditions of this Lease. Lessee may also reasonably access the common areas, pursuant to applicable terms and conditions herein, and otherwise any access to the Property to be in the City’s sole discretion.

4. TERM AND RENEWAL.

The term of this Lease shall commence upon the date first written above, and shall continue for a period of five (5) years (“Term”). This Lease shall be renewable, in the sole discretion of the Mayor of the City, for up to one (1) five (5) year renewal term (“Renewal Terms”).

5. LEASE PAYMENTS.

The City agrees to lease the Leased Premises to Lessee at an annual rent of One Hundred Dollars (\$100) on or prior to January 1 of each year.

6. LIMITATIONS ON USE OF PREMISES AND CONDITIONS OF USE.

The Leased Premises shall be used by Lessee solely for the Museum. Use of common areas is restricted to use by the building tenants only. Use of any other portions of the Property are subject to prior written City approval. Lessee shall keep the Leased Premises in good operating condition and repair at all times, as required in this Lease, and shall conform as required in this Lease respecting any potential shared use of the common areas or Property.

7. INSTALLATION OF LEASEHOLD IMPROVEMENTS.

Lessee shall submit to City the design plans and specifications for any proposed leasehold improvements on the Leased Premises. Upon approval of the City, Lessee shall commence installation of the improvements on the Leased Premises, and Lessee shall be fully responsible for the cost and development of the leasehold improvements to the Leased Premises at Lessee’s sole cost and expense and shall comply with all applicable building regulations pursuant to the terms and conditions of this Lease.

8. TITLE TO IMPROVEMENTS.

Title to leasehold improvements upon the Leased Premises by Lessee shall vest in City upon termination of the Lease. Lessee acknowledges and agrees that Lessee shall have no right to remove such fixed or permanent leasehold improvements, however, Lessee shall, upon City request, remove any improvements and restore the Leased Premises to the original condition at the time of commence of the Lease, normal wear and tear excepted.

9. CITY ACCESS.

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of City access to the Leased Premises at all times deemed necessary by the City.

10. NO MORTGAGES OR ENCUMBRANCES.

Lessee shall not mortgage, encumber, or allow any liens to be placed against any portion of the Property, the Leased Premises or Lessee’s leasehold interest therein. Lessee shall immediately remove any liens or encumbrances placed against the Leased Premises on account of Lessee’s activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease, and the City may, in the City’s sole discretion, terminate the lease immediately upon written notice to Lessee, and further, upon receipt of such notice,

Lessee shall immediately surrender to the City the Leased Premises and all fixtures and equipment thereon.

11. UTILITIES, REPAIRS, AND MAINTENANCE.

(i) The City will provide electrical, gas, water, sewer and garbage services for the Leased Premises, therefore, the City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines for or about the Leased Premises, along with the right to enter the Leased Premises in order to accomplish the foregoing, or to accomplish any need of the City, provided, however, that City shall take reasonable precautions to avoid the disruption of the Lessee's authorized activity under this Lease.

(ii) The City will perform structural repairs to the roof, floor, exterior walls and windows of the Leased Premises unless damage is due to the Lessee's actions or omissions, limited general maintenance and upkeep of the grounds, and pest control services for the Leased Premises, provided however, 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 cause or damage arising from such repair or improvements.

(iii) The City will provide limited custodial services, provided however, Lessee shall keep all interior and exterior areas of the Leased Premises and the common areas or surrounding Property in a neat, clean, safe, sanitary and orderly condition and attractive appearance, and free at all times of all paper, rubbish and debris, with all trash and debris resulting from its operations in its premises deposited by Lessee in containers approved by the City.

(iv) In the event Lessee fails to maintain the Leased Premises or common areas or other portions of the Property in accordance with this Lease for more than three (3) days following date of receipt of written notice from City to Lessee of such failure to maintain, the City reserves the right to take any action to cure said failure, in the City's sole discretion and Lessee shall pay to the City an amount equal to the City's cost for such actions plus a ten percent (10%) administrative charge.

12. INSURANCE AND INDEMNIFICATION.

General:

The Lessee shall insure its contents and personal property within the building and shall procure and maintain insurance of the types and to the limits specified.

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

The Lessee and the City understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Lease. The Lessee agrees that it will increase or change such coverage as required by the City within ninety (90) days upon receipt of written notice from the City.

Property Insurance:

To the extent it is available, the City will maintain property insurance on the insurable portions of the City owned Property. The City will not purchase or maintain property insurance on the Lessee's contents, Lessee's personal property or the Museum Collection.

13. INSURANCE REQUIREMENTS.

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

Worker's Compensation:

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person-accident, \$100,000 each person disease, \$500,000 aggregate-disease.

Commercial General Insurance – Including Fire Legal Liability:

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policy filed by the Insurance Services Office. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, must be provided.

Coverage must be provided which includes bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. The coverage shall be written on an occurrence-type basis. Fire Legal Liability coverage must be included with a minimum limit of \$ 100,000 per occurrence. The City shall be listed as an additional insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement.

Builder's Risk Insurance:

If the Lessee constructs improvements on the Leased Premises, the Lessee or its contractor must provide Builder's Risk Insurance afforded on an Inland Marine "All-Risk" type form which includes collapse coverage.

The Amount of Insurance is to be 100% of the completed value of the work. Such coverage will additionally include an amount equal to 10% of the Amount of Insurance of the completed value of the work for materials and equipment stored off the construction site, in transit or delivery, including loading and unloading.

The policy must be specifically endorsed to eliminate any "Occupancy" clause or similar warranty or representation that the premises in the course of construction shall not be occupied or used without specific endorsement of the policy. The policy must be endorsed to provide

that the Builder's Risk Coverage will continue to apply until final acceptance of the work. Acceptance shall not be deemed to have been made solely on account of occupancy of any portion of the premises.

The City shall be listed as Additional Insured by endorsement on the policy as well as the Certificate of Insurance.

The policy shall contain a "Waiver of Subrogation" clause in favor of the City, any subsidiaries or affiliates, its elected and appointed officials, employees, volunteers, representatives, and agents which would waive any subrogation against any of them.

The policy shall contain no exclusion which would exclude damage or loss caused by breakage, freezing, temperature extremes or temperature change, water, flood, leakage, or seepage.

Certificates of Insurance:

Required insurance shall be documented in the Certificates of Insurance that provide that the City shall be notified in advance of cancellation, non-renewal or adverse change or restriction in coverage. This Lease shall be listed on each Certificate. If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

Insurance of the Lessee Primary:

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the Lease.

Loss Control and Safety:

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees, and Property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

14. BACKGROUND CHECKS.

Lessee shall cause all Lessee's Board Members, employees, volunteers, invitees and affiliates who will have contact with children to undertake and pass a Level Two (2) Background Check

at Lessee's expense prior to any contact with children. Lessee shall immediately provide all such background checks, as updated accordingly, now and in the future, of any individuals that may have such contact, to the City's Parks and Recreation Director.

15. HOLD HARMLESS.

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

16. SIGNS.

Lessee shall not permit signs, logos, or advertising displays placed 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's Parks and Recreation Director. Signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

17. NO ASSIGNMENT, NO SUBLETTING.

Lessee shall not assign or sublet any portion of this Lease. Any assignment or sublet of this Lease is prohibited and shall be null and void and of no effect.

18. NO WAIVER BY CITY.

A failure by City to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

19. SURRENDER UPON TERMINATION.

Upon the expiration or termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises. Lessee warrants to City that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee, Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by City for City's own benefit, Lessee shall pay to remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the City harmless therefrom. Excepting

personal Property of Lessee, upon surrender, City may in the Parks and Recreation Director's sole discretion, assume ownership of any fixture or Property within the Leased Premises or require Lessee, at Lessee's sole cost and expense to remove any Property or fixture.

20. ATTORNEY'S FEES.

The prevailing Party in any action, claim or proceeding arising out of this Lease shall be entitled to attorney's fees and costs from the losing Party.

21. FORCE MAJEURE.

Neither the City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

22. RELATIONSHIP OF PARTIES.

Lessee represents and warrants Lessee is not in any way or for any purpose a partner or joint venture with or agent of the City. Lessee shall act as an independent contractor in the performance of its duties pursuant to this Lease.

23. BOARD MEMBERSHIP.

Lessee shall maintain an active board membership list, including board member names and contact information, and shall provide such list, in writing, to the City's Parks and Recreation Director. Any changes to board membership shall be documented and an updated list provided to the City's Parks and Recreation Director upon occurrence.

24. NOTICES.

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization.

All notices to the City shall be mailed to:

Parks and Recreation Director
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

With an additional copy to:
City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to the Lessee shall be mailed to:

Ellis Jones, President
Chappie James Museum of Pensacola, Inc.
1422 North 6th Avenue
Pensacola, FL 32503

The parties from time to time may designate in writing changes in the address stated.

25. ENTIRE LEASE.

This writing, together with all the attached exhibits, constitutes the entire agreement of the parties. This Lease supersedes all prior agreements, if any, between the City and Lessee, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Lease shall not be modified except in writing, signed by the City and Lessee.

26. PARTIAL INVALIDITY.

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

27. SUCCESSOR.

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

28. CONSENTS AND APPROVALS.

Where this Lease requires approval from the City, prior written approval from the Parks and Recreation Director shall be considered to fulfill such requirements.

29. GOVERNING LAW.

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

30. VENUE.

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

31. HEADINGS.

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall

not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

32. PUBLIC RECORDS ACT.

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

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

Attest:

City of Pensacola,
a Florida municipal corporation

Ericka Burnett, City Clerk

By: _____
Ashton J. Hayward III, Mayor

Chappie James Museum of Pensacola, Inc.,
a Not for Profit Organization

Attest:

By: _____
Printed Name: Ellis Jones
Title: President

Corporate Secretary

Approved As To Form and Execution:

Approved As To Content:

By: _____
City Attorney

By: _____
Parks and Recreation Director

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor 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 Consultant/ Contractor/Vendor 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 Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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 Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR 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 CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A

STATEMENT OF PURPOSE

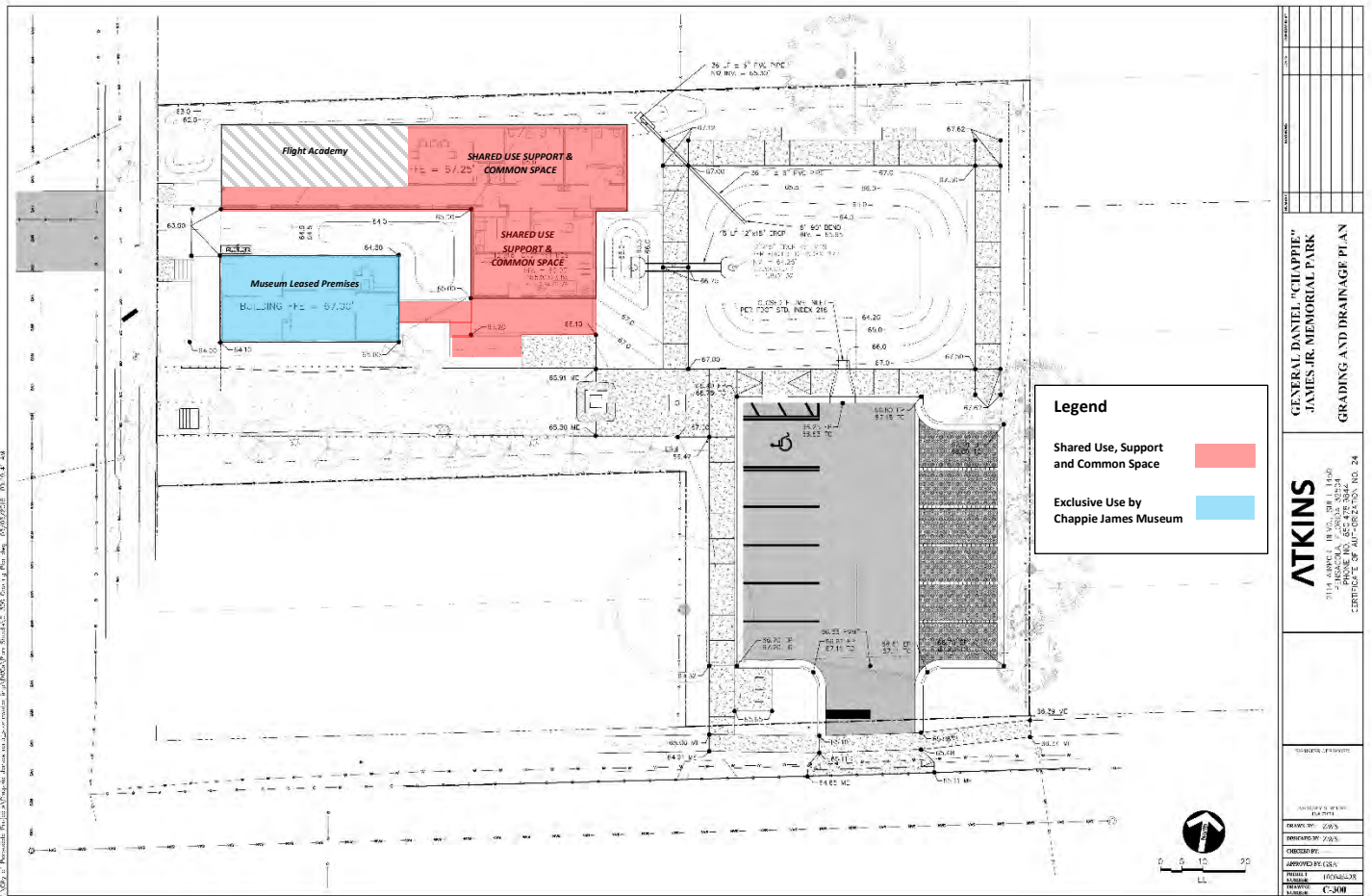
Lessee intends to use the premises for the following purposes: Operation and programming of a non-profit museum commemorating the life of General Daniel “Chappie” James.

The museum is governed by a volunteer Board of Directors who oversee the operation of the facility and whose mission is to commemorate and foster an appreciation of the life of General Daniel “Chappie” James. The museum may have several offerings including various displays of memorabilia, lectures, exhibits and other appropriate programming, activities for patrons, school group activities and educational classes which support the museum’s vision of preserving and interpreting the historic Chappie James Memorial site.

The overall purpose of the museum is to provide public education pertaining to the historic significance of the “Chappie” James Memorial home site which emphasizes the life of General Daniel “Chappie” James, and his mother and community school teacher, Mrs. Lillie James. Sub-themes of the museum will focus on the early childhood years and education of General Daniel “Chappie” James, as well as, his college days of Tuskegee, flight training and military career.

In carrying out the operations and related programming of the museum, the Lessee seeks to achieve development of a first class museum, and attraction of a minimum of 5,000 visitors per year.

EXHIBIT B LEASED PREMISES





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00600

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FY 2017 STREET REHABILITATION PROJECT LIST PHASE II

RECOMMENDATION:

That City Council approve the proposed FY 2017 Street Rehabilitation Project List Phase II

HEARING REQUIRED: No Hearing Required

SUMMARY:

As follow up to the informational presentation about FY 2017 - FY 2019 Street Rehabilitation Project that was presented to City Council on September 12, 2016, this item serves as the proposed list of streets to be rehabilitated for FY 2017 Phase II. More specifically, the three (3) year program to effectively address all streets city-wide has been broken down into three distinct phases starting on the west-side of the City and progressing eastward. Each phase will contain multiple contracts to help ensure a fair and competitive bidding process and give the City the benefits of economies of scale. City staff has contracted with local professional engineering consultants to perform field evaluations of every street within the City and recommend which streets should be included on the annual listing(s) for rehabilitation. Phase II and Phase III of the street rehabilitation project have been switched to accommodate Pensacola Energy's Gas Pipeline Replacement project schedule in order to minimize potential infrastructure conflicts and allow for timely replacement of the gas lines. The field evaluation for the proposed streets for the FY 2017 Street Rehabilitation Project Phase II contains approximately 624 blocks out of an estimated 1856 total blocks city-wide to be addressed over the 3-year period. Construction of the FY 2017 Phase II list is tentatively scheduled to begin in April 2018.

PRIOR ACTION:

July 14, 2016 - City Council approved an action item entitled "Six-Cent Local Option Fuel (Gasoline) Tax" to authorize financing not to exceed \$15 million for street rehabilitation, street reconstruction and intersection/traffic improvements.

FUNDING:

N/A

FINANCIAL IMPACT:

As bids are awarded for the project, supplemental budget resolutions will be included for City Council's approval to appropriate funding for the project.

CITY ATTORNEY REVIEW: Yes

12/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Proposed FY 2017 (Phase II) Street Rehabilitation List
- 2) FY 2017 Street Rehabilitation Phase II Map

PRESENTATION: No

Group 4

District	STREET NAME	From	To
5	Texar Drive	N 17th Ave	N 18th Ave
5	Texar Drive	N 17th Ave	N 9th Ave
5	Pineda Ave	E Texar Drive	Ariola Ave
5	Torres Ave	Texar Drive	N 9th Ave
5	N 6th Ave	Texar Drive	E Highland Drive
5	Barcia Road	185' west of N 6th Ave	N 9th Ave
5	W Highland Drive	E Fairfield Drive	N 6th Ave
5	E Highland Drive	N 6th Ave	E Fairfield Drive
5	Fairfax Drive	N 9th Ave	Acacia Drive
5	E Fairfield Drive	N 9th Ave	N 12th Ave
5	N 10th Ave	E Fairfield Drive	Barcia Drive
5	Woodland Drive	N Davis Hwy	N 9th Ave
5	Gentian Drive	Woodland Drive	Acacia Drive
5	Ash Drive	N 9th Ave	Acacia Drive
5	Kenneth Street	Boxwood Drive	Chadwick Street
5	Chadwick Street	N Davis Hwy	Springdale Circle
5	Bishop Street	Chadwick Street	Wynnehurst Street
5	Springdale Circle	N 9th Ave	Royce Street
5	Ditmar Street	N Davis Hwy	Skyline Drive
5	Skyline Drive	Chadwick Street	Royce Street South R/W
5	Royce Street	N Davis Hwy	650' East of N Davis Hwy
5	Royce Street	Skyline Drive	N 9th Ave
5	Birchwood Place	Royce Street	End (North)
5	Birchwood Court	Birchwood Place	End
5	Hillsdale Drive	Birchwood Place	Springhill Drive
5	Dalewood Road	Springhill Drive	End
5	Linden Road	Brent Lane	Springhill Drive
5	Lynell Street	Brent Lane	Corday Street
6	Selina Street	N Davis Hwy	End (West)
6	Royce Street	N Davis Hwy	End (West)
6	Royce Street	170' West of Chaney Street	350' East of Chaney Street
6	Chaney Street	250' North of Royce Street	Royce Street
6	Ditmar Street	McCoy Drive	End (East)
6	Hyatt Street	N Davis Hwy	McCoy Drive
6	Hewitt St	N Davis Hwy	End (West)
6	Hickory Street	N Palafox Street	Jacotte Ave
6	Hickory Street	Spruce Street	End (East)
6	Lurton Street	N Palafox Street	End (East)
6	Liggett Street	Lurton Street	End
6	Hopkins Street	Lurton Street	End
6	Pasco Street	Lurton Street	End
6	Marcus Drive	E Fairfield Drive	E Texar Drive
6	N Guillemard Street	E Texar Drive	Anderson Street
6	Hart Drive	MLK Blvd	W Highland Drive
6	E 34th Street	MLK Blvd	250' West of MLK Blvd
6	Barcia Drive	N 6th Ave	200' West of N 6th Ave
2	Drew Circle	N 9th Ave (North)	N 9th Ave (South)

2	Northmoor Court	Drew Circle	End
2	Iris Court	Euclid Street	End
2	N 10th Ave	E Fairfield Drive	End (North)
2	Ruffin Street	N 10th Ave	Ruffin Street
2	Ruffin Circle	End	End
2	Menendez Drive	Texar Drive	250' North of Texar Drive
2	N 18th Ave	Texar Drive	End (North)
2	Creek Station Drive	Airport Blvd (West Enterance)	Airport Blvd (East Enterance)
2	Walton Street	Airport Blvd	925' North of Airport Blvd
2	Garden Gate Circle	Otter Point Road	End
2	Otter Point Road	Osprey Place	145' South of Osprey Place
2	Otter Point Road	Hermitage Drive	End (North)
2	Osprey Place	225' East of Otter Point Road	End
2	Palisades Road	N Davis Hwy	Hermitage Drive
2	Hermitage Drive	Palisades Road	End (East)
2	Chapman Circle	Hermitage Drive	End
2	Creek Side Circle	Hermitage Drive	End
2	Drexel	Palisades Road	End (south)

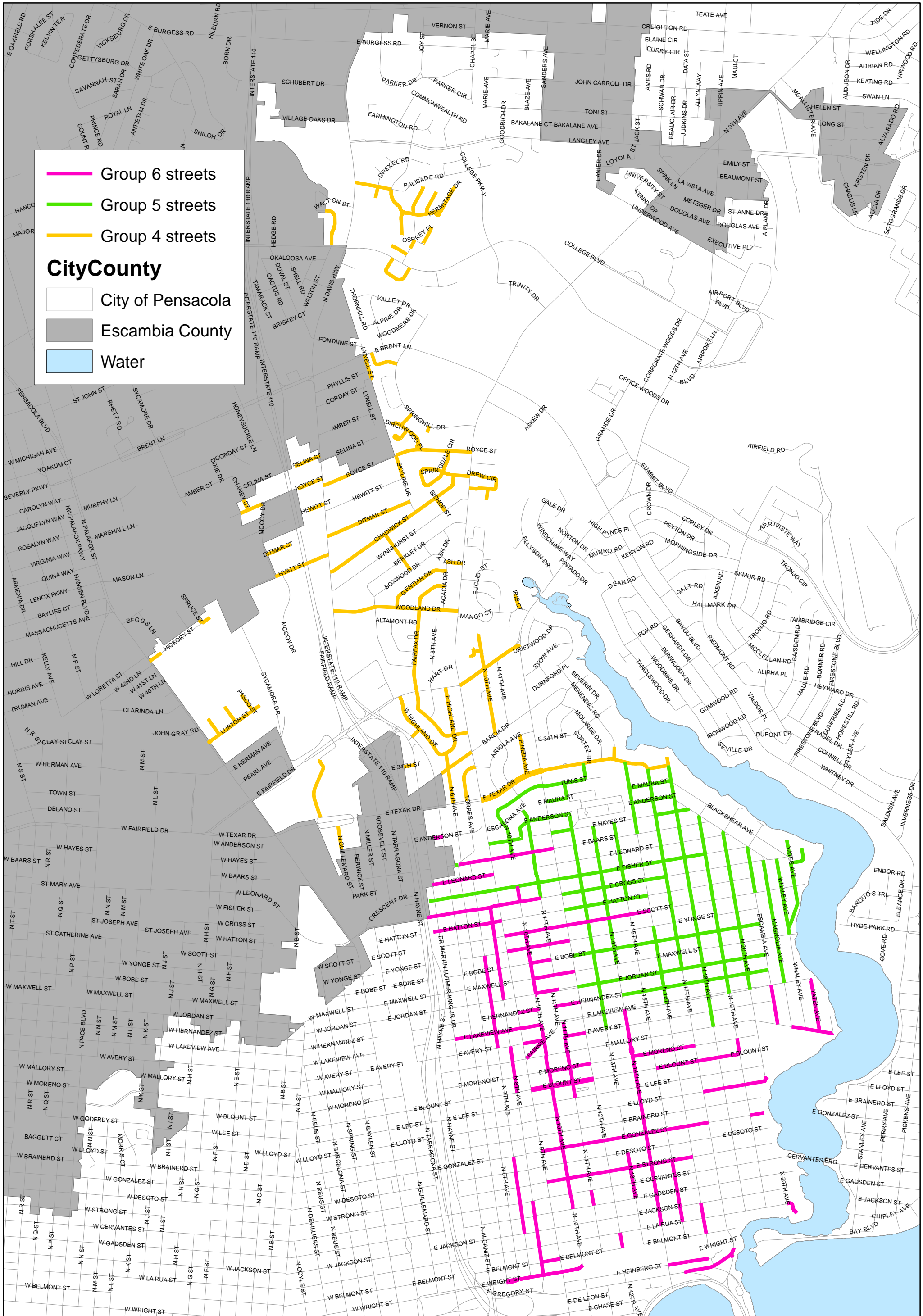
Group 5

District	STREET NAME	From	To
4	E Hernandez Street	N 19th Ave	Escambia Ave
5	E Hernandez Street	N 14th Ave	N 19th Ave
4	E Jordan Street	N 19th Ave	Escambia Ave
4	N 20 th Ave	E Lakeveiw Ave	E Young Street
5	E Jordan Street	N 12th Ave	N 19th Ave
5	E Fisher Street	N 6th Ave	N 18th Ave
6	E Fisher Street	MLK Blvd	N 6th Ave
5	E Hayes Street	N 9th Ave	N 11th Ave
5	E Anderson Street	N 11th Ave	N 13th Ave
5	E Hayes Street	N 12th Ave	N 13th Ave
5	E Maura Street	N 12th AVE	N 13th Ave
5	N 13th Ave	E Maura Street	Tunis Street
5	N 10th Ave	E Baars Street	Tunis Street
5	Tunis Street	N 10th Ave	N 14th Ave
5	N 11th Ave	E Cross Street	Escalona Ave
5	N 16th Ave	E Lakeview Ave	E Younge Street
6	E Baars Street	N 6th Ave	90' West of N 6th Ave
5	E Bobe Street	N 12th Ave	N 19th Ave
5	E Hatton Street	N 12th Ave	N 16th Ave
5	E Cross Street	N 12th Ave	N 17th Ave
5	N 13th AVE	E Avery Street	E Anderson Street
5	N 14th Ave	E Maxwell Street	E Hayes Street
5	N 15th Ave	E Hatton Street	E Hayes Street
5	N 16th Ave	E Baars Street	Texar Drive
5	N 18th Ave	E Mallory Street	End (North)
5	N 17th Ave	E Jordan Street	Texar Drive
5	N 19th Ave	E Lakeview Ave	E Baars Street
5	N 20th Ave	E Young Street	Magnolia Ave
5	E Hayes Street	N 17th Ave	N 18th Ave
5	E Anderson Street	N 16th Ave	N 18th Ave
5	E Maura Street	N 16th Ave	N18th
4	Magnolia Ave	E Lakeveiw Ave	E Cross Street
4	Escambia Ave	E Scott Street	E Fisher Street
4	Whaley Ave	E Maxwell Street	E Cross Street
4	Osceola Blvd	Whaley Ave	Paradise Point Drive
4	Yates Ave	E Cross Street	End (North)
4	Paradise Point Drive	Yates Ave	End (East)
4	E Hayes Street	N 18th Ave	Magnolia Ave
4	N 19th Ave	E Baars Street	Magnolia Ave
4	E Bobe Street	N 19th Ave	Escambia Ave

Group 6

District	STREET NAME	From	To
4	N 16th Ave	E Belmont Street	E Jackson Street
4	E Heinberg Street	N 14th Ave	End (East)
4	E Gregory Street	N 17th Ave	E Gregory Street
4	N 15th Ave	E La Rua Street	E Strong Street
4	E De Soto Street	N 19th Ave	End (East)
4	E Brainerd Street	N 19th Ave	End (East)
4	E Gonzalez Street	N 19th Ave	End (East)
4	E Lloyd Street	N 17th Ave	End (east)
4	Escambia Ave	E Mallory Street	E Lakeview Ave
4	Yates Ave	E Mallory Street	E Lakeview Ave
4	E Mallory Street	Magnolia Ave	Osceloa Blvd
5	E Strong Street	N 14th Ave	N 16th Ave
5	E Gonzalez Street	N 14th Ave	N 17th Ave
5	E Blount Street	N 15th Ave	N 19th Ave
5	E Moreno Street	N 14th Ave	N 17th Ave
5	E Cross Street	N 6th Ave	N 11th Ave
5	E Hatton Street	N 6th Ave	N 9th Ave
5	E Leonard Street	N 6th Ave	N 9th Ave
5	E Baars Street	N 6th Ave	N 12th Ave
5	N 10th Ave	E Cross Street	E Fisher Street
5	N 8th Ave	E Scott Street	E Cross Street
5	N 14th Ave	E Lakeview Ave	E Cervantes Street
6	E Anderson Street	N Davis Hwy	210' West of N Davis Hwy
6	E Leonard Street	MLK Blvd	N 6th Ave
6	E Cross Street	Interstate	N 6th Ave
6	E Hatton Street	MLK Blvd	N 6th Ave
6	E Scott Street	N 9th Ave	N 12th Ave
6	E Young Street	N 9th Ave	N 12th Ave
6	E Bobe Street	N 10th Ave	N 11th Ave
6	E Maxwell Street	N 10th Ave	N 12th Ave
6	E Jordan Street	N 10th Ave	N 11th Ave
6	E Hernandez Street	N 9th Ave	N 10th Ave
6	E Hernandez Street	N 11th Ave	N 12th Ave
6	E Lakeview Ave	MLK Blvd	N 10th Ave
6	E Avery Street	N 9th Ave	N 10th Ave
6	E Avery Street	N 11th Ave	N 12th Ave
6	E Morenos Street	N 10th Ave	N 12th Ave
6	E Blount Street	N 9th Ave	N 12th Ave
6	E Gonzalez Street	N 9th Ave	N 14th Ave
6	E Strong Street	N 9th Ave	N 14th Ave
6	E Belmont Street	N 8th Ave	N 9th Ave
6	E Wright Street	N Davis Hwy	N 10th Ave
6	N 8th Ave	E Wright Street	E Cervantes Street
6	N 7th Ave	E Jackson Street	E Gonzalez Street

6	N 12th Ave	E Belmont Street	E La Rua Street
6	N 14th Ave	E La Rua Street	E Cervantes Street
6	N 13th Ave	E Gadsden Street	E De Soto Street
6	N 11th Ave	E Gadsden Street	E Cervantes Street
6	N 10th Ave	E Gadsden Street	E Lakeview Ave
6	N 8th Ave	E Blount Street	E Avery Street
6	N 7th Ave	E Mallory Street	E Young Street
6	N 8th Ave	E Scott Street	E Jordan Street
6	N 10th Ave	E Scott Street	E Jordan Street
6	N 11th Ave	E Lee Street	E Lakeview Ave
4	La Rua Landing	N 20th Ave	End (East)
4	N 19th Ave	E Blount Street	E Moreno St
6	Fairnie Ave	N 9th Ave	N 10th Ave
5	E Scott Street	N 12th Ave	N 16th Ave



0 1,450 2,900 5,800 Feet

Groups 4, 5, and 6 Resurfacing



Date: 11/27/2017

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00636

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

CONTRACT APPROVAL AND SALE OF 113 NORTH "C" STREET - FORMER BLOUNT SCHOOL PROPERTY

RECOMMENDATION:

That City Council approve the contract between ParsCo and the City of Pensacola for sale and development agreement of the property located at 113 North "C" Street (Parcel ID number 00-0S-00-9080-001-018). Further that City Council authorize the Mayor to take all actions necessary to execute any subsequent documents relating to the sale and development of these parcels. Finally, that City Council allocate 100 percent of the proceeds, after costs associated with the final transaction, to the Housing Initiatives Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 20, 2011, the City acquired and subsequently demolished, the Former Blount School building for the purpose of developing infill housing, utilizing Community Development Block Grant (CDBG) funds. The property is 2.65 acres and zoned R-1A for medium density residential land use. The intent is to provide the property for infill development of workforce housing through programs delivered by the City of Pensacola Housing Department Programs. Redevelopment of this property will include single family detached, market based housing with a park-like amenity and enhanced storm water infrastructure. Design of the homes will be developed to fit the character of the neighborhood, enhance the housing product and provide for increased private sector reinvestment. Specifics for this zoning and land use are cited in the Land Development Code Section 12.2.4. The negotiated Development Agreement will include design stipulations and criteria to meet these goals.

The City subsequently issued a Request for Proposals (RFP) #17-021 for the sale and redevelopment of the former Blount School property. On June 8, 2017 Council authorized the Mayor to negotiate and execute a contract and development agreement with ParsCo, LLC, with the stipulation that the green space for a common area be omitted.

The Mayor has negotiated the attached Contract and recommends approval and sale of the subject property.

PRIOR ACTION:

September 8, 2011 - City Council approved acquisition of the property located at 113 North "C" Street

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the assisted demolition/clearance of the Old Blount School property.

June 14, 2012 - City Council approved the award of bid for the demolition of the former Blount Middle School.

January 12, 2017 - City Council declared as surplus the property located at 113 North "C" Street and authorized the Mayor to dispose of the property through a Request for Proposals.

June 8, 2017 - City Council authorized the Mayor to negotiate and execute a contract and development agreement with ParsCo, LLC.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will receive \$8,000 for 24 of the 30 parcels for a total amount of \$192,000. The remaining 6 parcels will be reserved for affordable housing candidates and will be sold at an estimated cost of \$4,000 to \$8,000. Upon sale of those properties, the City will receive the proceeds. The proceeds from the sale of the property will be allocated to the Housing Initiatives Fund. Upon final development of the property the taxable property value is anticipated to be valued at \$5,220,000.

CITY ATTORNEY REVIEW: Yes

12/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator

ATTACHMENTS:

- 1) ParsCo, LLC - Purchase and Sale Agreement

PRESENTATION: No

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017 by and between **CITY OF PENSACOLA**, a Florida municipal corporation ("City") and **PARSCO, LLC**, a Florida limited liability company ("ParsCo").

RECITALS:

WHEREAS City is the owner in fee simple of the land on which the Blount School was once located, which land is more particularly described as Lots 1 through 30, inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906 (the "Land"), a copy of such map being attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, City desires for the Land to be developed for residential use, thereby enhancing City's tax base, creating construction and ancillary jobs, and increasing the number of residential dwellings within the city limits;

WHEREAS City issued a Request for Proposal, RFP #17-021, "Former Blount School Land Sale and Redevelopment" (the "RFP"), a copy of which RFP is attached hereto as Exhibit "2" and incorporated herein by reference, for purposes of obtaining and evaluating proposals to accomplish City's desire to have this vacant Land redeveloped into taxable residential property providing housing for Pensacola residents; and

WHEREAS ParsCo submitted its Response to Request for Proposal, RFP #17-021 (the "Response"), a copy of which is attached hereto as Exhibit "3" and incorporated herein by reference; and

WHEREAS the selection committee appointed to evaluate competitive proposals ranked ParsCo as the top-ranked respondent; and

WHEREAS the selection committee's rankings were forwarded to the Mayor of City with a request that the Mayor approve such rankings; and

WHEREAS the Mayor has approved such rankings; and

WHEREAS City Council has approved the selection committee's rankings and has authorized the Mayor to negotiate a contract and development agreement with ParsCo; and

WHEREAS this Agreement is being entered into pursuant to the RFP and the Response and after negotiations with ParsCo as authorized by City Council; and

WHEREAS City wishes to sell the Land to ParsCo, and ParsCo wishes to purchase the Land from City, for purposes of developing the Land in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) Sale and Purchase. City hereby agrees to sell the Land to ParsCo, and ParsCo hereby agrees to purchase the Land from City, upon the terms and subject to the conditions set forth in this Agreement.

2. Purchase Price. The purchase price of the Land shall be TWO HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$208,000.00) (the "Purchase Price") and shall be payable as follows:

- (a) The Deposit (as defined in Section 3 below) shall be applied to the Purchase Price at Closing; and
- (b) ParsCo shall execute and deliver to City a purchase money note in the principal amount of \$48,000.00 secured by a first priority purchase money mortgage upon the "City Incentive Lots" (as defined in Section 10(f) below), which note and mortgage shall be upon the terms and conditions set forth in Section 4 below; and
- (c) The remaining balance of the Purchase Price, subject to adjustment by the closing costs and prorations provided for elsewhere in this Agreement, shall be paid in good and immediately available U. S. dollars by certified check payable to City or, at City's election in its sole discretion, by wire transfer.

City and ParsCo acknowledge and agree that the Purchase Price is the sum of (i) the cash purchase price per Lot offered by ParsCo in the Response (\$6,666.67 per Lot) for the twenty-four (24) "Standard Lots" (as defined in Section 10(h) below) and (ii) the deferred purchase price offered by ParsCo in the Response (\$8,000.00 per Lot) for the six (6) City Incentive Lots".

3. Deposit. Simultaneously with ParsCo's execution of this Agreement, ParsCo shall deposit with McDonald Fleming Moorhead, Attorneys at Law, Pensacola, Florida ("Closing Agent") the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (the "Deposit"). The Deposit shall be held in Closing Agent's Florida Bar IOTA account and shall be non-interest bearing to City and ParsCo. The Deposit shall be held and disbursed only in accordance with the terms and conditions of this Agreement.

4. Purchase Money Note and Mortgage. The Purchase Money Note and Mortgage shall include the following terms and conditions, together with other normal and customary terms and provisions:

- (a) The principal amount of the Note shall be \$48,000.00.
- (b) The interest rate under the Note shall be the fixed rate of five percent (5.0%) per annum.
- (c) The Mortgage shall encumber the six (6) City Incentive Lots; provided that ParsCo shall be entitled to substitute Standard Lots for City Incentive Lots on a one-for-one basis, subject to the prior written approval of the Mayor of the City or the “Mayor’s Designee” (as defined in Section 22 below), such approval not to be unreasonably withheld.
- (d) The Mortgage shall include a customary “due on sale provision”; provided that at the closing of the sale of a Lot encumbered by the Mortgage pursuant to a residential sales agreement that complies with the requirements of this Agreement, ParsCo shall pay to City the sum of (1) \$8,000.00 per Lot and (2) all interest then accrued and unpaid on such \$8,000.00 principal amount, and City shall release such Lot from the Mortgage promptly upon the receipt of such payment. Notwithstanding the foregoing, the Mayor or the Mayor’s Designee, in his or her sole discretion, may elect to accept less than the full sum required under the preceding sentence, in which event ParsCo shall provide the purchaser of such lot and house a dollar-for-dollar reduction in the purchase price.
- (e) All unpaid principal and interest on the Note shall be due and payable in full five years after the date of the Closing (as defined in Section 7 below).
- (f) In the event that more than three (3) of the City Incentive Lots remain encumbered by the Mortgage thirty (30) months after the date of Closing, City shall have the right, but not the obligation, to re-purchase up to such number of such Lots in excess of three for the purchase price of \$8,000.00 per Lot.
- (g) City shall have the right, but not the obligation, to re-purchase any or all City Incentive Lots that remain encumbered by the Mortgage five (5) years after the date of Closing for the purchase price of \$8,000.00 per Lot.
- (h) The Mortgage shall be subject and subordinate to the covenants, conditions and restrictions set forth in the special warranty deed from City to ParsCo as provided in this Agreement.

5. Due Diligence Period. ParsCo shall have the right, subject to the terms herein, during normal business hours for a period of time commencing on the Effective Date and continuing for

a period of ninety (90) days (the “Due Diligence Period”) to enter upon, inspect and investigate the Land to determine whether or not the same is satisfactory to ParsCo. If ParsCo shall be dissatisfied with the Land, ParsCo shall be entitled, as its sole remedy, to terminate this Agreement by giving written notice to City on or before the expiration of the Due Diligence Period, whereupon this Agreement shall terminate, the Deposit shall be promptly returned to ParsCo, and the parties shall be released and relieved from further liability hereunder.

6. Entry and Inspection. During the Due Diligence Period, City shall make the Land available for inspection by ParsCo during daylight hours and upon reasonable notice and shall, upon ParsCo’s request, make available to ParsCo for inspection and copying all surveys, reports, studies and other documentation pertaining to the Land in City’s possession or control. During the Due Diligence Period, ParsCo may, at ParsCo’s sole risk and expense, undertake a complete physical inspection of the Land as ParsCo deems appropriate, including but not limited to surveys, soil tests and environmental audits; provided, however, that any such inspection does not cause any permanent damage to the Land. All such inspections, investigations and examinations shall be undertaken at ParsCo’s sole cost and expense. ParsCo will coordinate all on-site inspections with City. After completing any inspections, ParsCo shall restore and repair any damage caused by ParsCo’s inspections. ParsCo hereby agrees to indemnify and hold City harmless from any and all damages or claims brought against City in connection with ParsCo’s inspections, investigations or examinations on the Land.

7. Closing. The delivery of the deed and other documents, the payment of the remainder of the Purchase Price and the consummation of the transactions contemplated by this Agreement (collectively, the “Closing”) shall take place at the offices of Closing Agent, 127 Palafox Place, Suite 500, Pensacola, Florida, at 2:00 p.m. on the fifteenth (15th) day after the expiration of the Due Diligence Period, or such earlier date and time as the parties may mutually agree (the “Closing Date”).

8. Management, Ownership and Control of ParsCo; Assignment by ParsCo.

(a) ParsCo acknowledges and agrees that the identities of the persons who manage, own and control ParsCo are a material inducement for City to enter into this Agreement and to consummate the transactions contemplated by this Agreement. ParsCo hereby represents and warrants to City that the following persons are all of the members and managers of ParsCo, that the percentage ownership and voting control of each such person is as indicated below, and that no other person or entity holds any ownership in or control of ParsCo:

(i) Members: Amir M. Fooladi (100%)

(ii) Managers: Amir M. Fooladi (100%)

(b) ParsCo shall not make, suffer or permit any change in the management, ownership or control of ParsCo without the prior written approval of the

Mayor or the Mayor's Designee, which approval shall not be unreasonably withheld, conditioned or delayed.

- (c) ParsCo shall not transfer or assign this Agreement, in whole or in part, or of any of its legal or beneficial right, title or interest in, to or under this Agreement, to any other person or entity without the prior written approval of the Mayor or the Mayor's Designee, which approval may be given or withheld in the sole and absolute discretion of the Mayor or the Mayor's Designee. Notwithstanding the foregoing, ParsCo shall have the absolute right to assign this Agreement to an entity where such entity has the same management, ownership and control as ParsCo. In any event, ParsCo shall remain liable and obligated to City for the performance of this Agreement notwithstanding any such assignment.

9. ParsCo's Development Team. ParsCo acknowledges and agrees that the members of ParsCo's development team for the "Project" (as described in Section 10 below) are a material inducement for City to enter into this Agreement and to consummate the transactions contemplated by this Agreement. ParsCo hereby represents and warrants to City that ParsCo and Urban Infill Corporation will be the general contractors for the Project and that Voyage Real Estate, LLC will be the real estate sales and marketing firm for the Project. ParsCo shall not change such contractors or real estate sales and marketing firm without the prior written consent of the Mayor or the Mayor's Designee, which consent shall not be unreasonably withheld, conditioned, or delayed.

10. Project; ParsCo Development Obligations.

- (a) ParsCo represents and warrants to City that it has the financial resources, construction expertise, skills and other qualifications required to carry out its duties under this Agreement.
- (b) ParsCo, at its sole cost and expense, shall develop the Land as a single-family residential subdivision using the 30-Lot configuration of Lot 18, Maxent Tract, City of Pensacola, Florida, as shown on the map of said City copyrighted by Thomas C. Watson in 1906; provided that ParsCo may, at its election, create two-lot building parcels out of up to eight (8) Standard Lots, for a total of up to four (4) two-lot building parcels which shall be Standard Lots. With the prior written consent of the Mayor or the Mayor's Designee, in his or her sole discretion, ParsCo may combine additional Standard Lots into two-lot building parcels. No Lot may be subdivided into two or more building parcels.
- (c) ParsCo shall not enter into any agreement to convey, nor convey, any Lot except in combination with the construction on such Lot of a single-family residence complying with the requirements of this Agreement.
- (d) ParsCo shall not convey, or enter into a contract to convey, any Lot to any person or entity other than a person or persons who, at the time of such conveyance, intends

to occupy the single-family residence constructed thereon as his, her or their primary residence.

- (e) The exterior and aesthetic appearance of the single-family residences and related improvements initially constructed on the Land shall be subject to the prior written approval of the Mayor or the Mayor's Designee, which approval shall not be unreasonably withheld so long as such improvements comply with the requirements of this Agreement.
- (f) Each of Lots 4, 7, 13, 19, 22 and 28 is hereby designated as a "City Incentive Lot". The total purchase price paid by the buyer of a City Incentive Lot and the single-family residential dwelling to be constructed on such Lot shall not exceed \$189,000.00 after application of \$8,000 City incentive; no more than \$8,000.00 shall be allocable to land costs; and ParsCo shall pay the deed documentary stamp tax on the deed conveying each such City Incentive Lot. Further, the City Incentive Lots may be offered and sold only to persons with household incomes up to but not exceeding 120% of the median income as determined by the most recent income guidelines published by the U. S. Department of Housing and Urban Development. Subject to the buyer's compliance with all applicable requirements and criteria, the assistance to buyers of the City Incentive Lots will be provided to the buyer at the time of closing with a 0% Deferred Payment Loan evidenced and secured by a note and mortgage. The loan term will be for five years and will be forgiven 20% per year over the term of the note and mortgage assuming compliance with all mortgage requirements. The Mayor or the Mayor's Designee shall make the determination of a buyer's eligibility, and ParsCo shall be entitled to rely upon such determination. Subject to the prior written approval of the Mayor or the Mayor's Designee, which approval shall not be unreasonably withheld, ParsCo shall be entitled to substitute Standard Lots for City Incentive Lots on a one-for-one basis by ParsCo giving written notice of such substitution prior to ParsCo's entering into a residential sales contract for either the existing or the substituted City Incentive Lot.
- (g) Each single-family dwelling constructed on an City Incentive Lot shall contain at least two bedrooms and two full bathrooms and conform to the "cottage craftsman" style, shall contain approximately 1216 square feet of heated and cooled space and approximately 168 square feet of exterior porches for a total of approximately 1384 gross square feet, and shall otherwise comply with the standard specifications listed on page 5 of the Response and the Standard Features listed in Exhibit "D" to the Response. Further, parking shall be provided off-street and, when feasible as deemed by ParsCo, such off-street parking area shall be adjacent to the side of each residence, rearward of the front elevation of the residence, or behind such residence. ParsCo shall offer the Cottage design set forth in Exhibit B to the Response (a "City Incentive Lot Exterior Design"), with optional aesthetic variations, for single-family residential dwellings to be constructed on the City Incentive Lots. Any other City Incentive Lot Exterior Design shall be subject to the prior written approval of the

Mayor or the Mayor's Designee, such approval not to be unreasonably withheld so long as such City Incentive Lot Exterior Design is consistent with the Response.

- (h) Each of the Lots other than the City Incentive Lots is hereby designated as a "Standard Lot".
- (i) Each single-family dwelling constructed on a Standard Lot shall, at a minimum, comply with the requirements of paragraph (g) above. In addition to the City Incentive Lot Exterior Designs, ParsCo shall offer a minimum of four (4) exterior / elevation designs (each hereinafter referred to as a "Standard Lot Exterior Design") for single-family residential dwellings to be constructed on the Standard Lots. The final exterior design of each residence to be constructed on a Standard Lot, shall be subject to the prior written approval of the Mayor or the Mayor's Designee, such approval not to be unreasonably withheld so long as such final design is consistent with the Response. Such Standard Lot Exterior Designs shall include one and two-story and two and three-bedroom designs.
- (j) Any discount or credit given to ParsCo through any City housing incentive programs shall be passed on dollar-for-dollar to homebuyers to reduce the Lot/residence purchase price.
- (k) ParsCo shall use its best efforts to market, publicize and sell Lots with single-family residences in accordance with this Agreement. Without limiting the generality of the foregoing, ParsCo shall use its best efforts, and shall work closely with City staff, to seek, obtain and contract with qualified homebuyers for the sale and purchase of the City Incentive Lots and residences and shall work closely with City staff regarding use of incentive programs to enhance the affordability of the Project. The City staff shall be responsible for administering, screening, and evaluating all applicants as it relates to all City Homebuyer Incentive programs and ParsCo shall rely on such determinations as to Buyer eligibility.
- (l) In the event that any Lot has not been sold and conveyed by ParsCo in accordance with this Agreement within five (5) years after the Closing, City shall have the right, but not the obligation, to repurchase such unsold Lots, or any number thereof, for a purchase price of \$8,000.00 per Lot for a City Incentive Lot or \$6,666.67 for a Standard Lot by giving ParsCo written notice of City's election to do so within sixty (60) days after the expiration of such 5-year period. If City fails to give such notice as to any unsold Lot, the City's right to repurchase such Lot shall terminate and thereafter such Lot may be sold free and clear of the restrictions set forth in paragraphs (c), (d), (f) and (g) above.
- (m) ParsCo shall comply with all federal, state and local laws, ordinances, rules and regulations. ParsCo understands that agreements with governmental entities are subject to certain laws and regulations, including, without limitation, laws pertaining to public records, conflicts of interest, and record keeping, and agrees to comply

with such laws and regulations at all times. ParsCo agrees that any contracts it enters into with builders or subcontractors shall also contain this provision.

- (n) ParsCo shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to licensure and certifications required by licensed contractors.
- (o) ParsCo acknowledges, understands and agrees that any consent or approval by the City, the Mayor or the Mayor's Designee made or given under the provisions of this Agreement shall not operate to relieve ParsCo or any other person or entity from the requirements of any applicable building, development, zoning, land use or other ordinance, code, rule or regulation.
- (p) No deviation shall be made from any of the covenants, conditions or restrictions of this Section 10, except with the prior written consent of the Mayor or the Mayor's Designee in his or her sole and absolute discretion.
- (q) Covenants, conditions and restrictions substantially the same as the provisions of this Section 10, together with such other terms upon which the parties may mutually agree, shall be included in the special warranty deed conveying the Land to ParsCo as covenants, conditions and restrictions that run with the land and shall be binding upon and against ParsCo and all persons claiming any estate, lien or interest in the Land by, through or under ParsCo.

11. Status Reports. From and after the Effective Date and continuing until the earlier of (a) the sale and conveyance of all Lots in accordance with this Agreement or (b) five (5) years after the Closing, ParsCo shall provide to City semi-annual written status reports detailing ParsCo's progress and efforts in developing the Land and marketing, selling and conveying Lots and residences in accordance with this Agreement. In addition, ParsCo shall provide to City a summary of (i) each Lot sale within thirty (30) days after the Lot closing, (ii) completed construction within thirty (30) days after the issuance of a certificate of occupancy and (iii) such other information and responses to questions concerning this Agreement or the transactions contemplated hereby as City may request from time to time. Further, ParsCo shall give reasonable notice to the Mayor or the Mayor's Designee after the execution of each Lot sale and construction contract entered into by ParsCo and shall make each such contract available for inspection by the City's representatives during normal business hours.

12. Closing Costs. City shall pay: (i) the Clerk of Court's fees for recording all lien satisfactions and any and all documents required to cure any defects in title; and (ii) City's attorneys' fees. ParsCo shall pay all other closing costs, including without limitation: (i) the deed documentary stamp tax payable upon recording of the deed of conveyance; (ii) the costs and premium for an owner's title insurance policy in the amount of the Purchase Price; (iii) the cost of a current survey of the Land, if desired by ParsCo; (iv) the Clerk of Court's fees for recording the deed of conveyance; (v) ParsCo's attorneys' fees; and (vi) the costs associated with any financing obtained by ParsCo.

13. Title.

- (a) At the Closing, City shall convey to ParsCo, by special warranty deed, good and marketable fee simple title to the Land free and clear of all liens, claims, restrictions, encumbrances, easements and tenancies other than the Permitted Exceptions. As used in this Agreement, the term “Permitted Exceptions” shall mean and include the following:
 - (i) All present and future zoning, land use, comprehensive plans, future land use, building, health, safety and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, Federal or other governmental authority, including without limitation, all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Land or the use and improvement thereof;
 - (ii) All claims, covenants, restrictions, servitudes, easements, reservations, conditions, consents, agreements and other matters of record;
 - (iii) Road rights of way affecting the Land;
 - (iv) Real estate ad valorem taxes, assessments, water charges, sewer rents and local government charges for the current assessment period(s), all of which shall be prorated as of the Closing Date;
 - (v) All matters that would be disclosed by an accurate survey and inspection of the Land;
 - (vi) All exceptions listed in the Title Commitment issued pursuant to paragraph (b) below;
 - (vii) Reservation by City, pursuant to Section 270.11, Florida Statutes, of an undivided three-fourths royalty interest in and to an undivided three-fourths interest in, all phosphate, mineral and metals that are or may be in, on, or under the Land, and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Land without any right of entry to mine, explore or develop for same;
 - (viii) The covenants, conditions and restrictions imposed pursuant to and in accordance with this Agreement.
- (b) Promptly after the Effective Date, ParsCo shall order a title commitment (the “Title Commitment”), together with copies of all title documents listed

as exceptions, from a nationally recognized title insurance company agreeing to issue to ParsCo an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Land and upon receipt thereof ParsCo shall deliver copy thereof to City. ParsCo shall have fifteen (15) days after the Effective Date within which to notify City in writing of any defects or objections to the title appearing in the Title Commitment. If ParsCo fails to give such written notice to City within such 15-day period, ParsCo shall be conclusively deemed to have waived its right to object to any matters of title. In the event that ParsCo gives City timely written notice of any title defects or objections, City shall make good faith efforts to cure such title defects or objections and must cure liens, judgments or encumbrances evidencing or securing monetary obligations. If City fails to remedy such title objections or defects at or prior to Closing, ParsCo may in its sole discretion either: (a) terminate this Agreement and receive a return of its Deposit; (b) waive such title objections or defects and consummate the Closing without reduction in the Purchase Price and without any other liability on the part of City; or (c) postpone the Closing for a reasonable time to allow City additional time to remedy said title defects or objections, and if thereafter City is still unable to remedy said title defects or objections, at that time ParsCo may elect either (a) or (b). Notwithstanding the foregoing and without the need on the part of ParsCo to make any objection thereto: (i) all mortgages and other liens that can be discharged by the payment of money shall be discharged by City not later than Closing; and (ii) all tenancies and other possessory rights with respect to the Land shall be terminated by City at or prior to Closing, except as specifically provided for herein, and the Land shall be available to ParsCo at Closing free of all mortgages and other monetary liens and free of all tenancies and other possessory rights except as specifically provided for herein.

- (c) Notwithstanding the foregoing or any other provision in this Agreement, in the event that City is unable to convey title of the kind and quality required by this Agreement for any reason whatsoever, City, may, in its sole and absolute discretion, terminate this Agreement and all rights of ParsCo with respect to the Land shall wholly cease, and thereupon the Deposit shall be returned to ParsCo as ParsCo's sole and exclusive remedy. Nevertheless, ParsCo may, in its sole discretion, elect to accept such title as City may be able to convey, without reduction of the Purchase Price and without any other liability on the part of City.

14. LAND CONVEYED "AS IS". PARSCO ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT AT THE CLOSING THE LAND SHALL BE CONVEYED TO, AND ACCEPTED BY, PARSCO "AS IS", "WHERE IS" AND "WITH ALL FAULTS". CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE

LAND OR ANY PORTION THEREOF, OR THE SUITABILITY OF THE LAND OR ANY PORTION THEREOF FOR PARSCO'S INTENDED USE, NOR ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE LAND OR ANY PORTION THEREOF. CITY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE LAND, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF VALIDITY, ENFORCEABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PARSCO EXPRESSLY ACKNOWLEDGES THAT PARSCO AND ITS REPRESENTATIVES HAVE HAD, OR WILL HAVE PRIOR TO CLOSING, AMPLE OPPORTUNITY TO EXAMINE, INSPECT AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE LAND AND THAT PARSCO UNDERSTANDS AND AGREES THAT NEITHER CITY NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY OR CONSULTANT OF OR FOR CITY HAS MADE OR IS MAKING ANY WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT THERETO EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PARSCO FURTHER ACKNOWLEDGES THAT IT IS RELYING AND SHALL RELY SOLELY UPON ITS OWN EXAMINATIONS AND INSPECTIONS AND UPON THE ADVICE OF ITS OWN ATTORNEYS, CONSULTANTS, AND EMPLOYEES (AND NOT UPON ANY STATEMENTS, WARRANTIES, REPRESENTATIONS, ADVICE OR INTERPRETATION OF LEGAL DOCUMENTS, WRITTEN OR ORAL, OF OR BY CITY OR CITY'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES) AS TO ANY MATTERS WHATSOEVER PERTAINING TO THE LAND AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE LAND, AND THE DELIVERY OF THE CLOSING DOCUMENTS.

15. Risk of Loss and Condemnation. The risk of loss or damage to the Land from casualty or condemnation prior to the Closing shall be borne by City.

16. Deliveries at Closing. At the Closing, the parties shall deliver all deeds, documents and other things reasonably necessary to consummate the sale and purchase of the Land pursuant to the terms of this Agreement, including without limitation the items indicated below:

(a) City's Deliveries. City shall execute and/or deliver to ParsCo the following:

- (i) Special warranty deed in proper recordable form duly executed and acknowledged by City, subject only to the Permitted Exceptions;
- (ii) Duly executed cancellations in recordable form cancelling all mortgages and liens, if any, encumbering the Land;
- (iii) City's title insurance and lien waiver affidavits in customary form and substance satisfactory to the Title Company;

- (iv) Full possession of the Land to ParsCo;
- (v) An affidavit, in customary form and substance stating that City is a “United States corporation/person”, as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(g), and stating City’s address and United States taxpayer identification number or social security number;
- (vi) Evidence reasonably satisfactory to the Title Company that the person(s) executing the deeds and other Closing documents on behalf of City has full authority to do so and to consummate, on behalf of City, the transactions contemplated by this Agreement;
- (vii) Closing statement; and
- (viii) Any other documents contemplated by this Agreement or required by law to be delivered by City at or prior to the Closing.

(b) ParsCo’s Deliveries. ParsCo shall execute and/or deliver the following:

- (i) The Purchase Price, as decreased by the principal amount of the Purchase Money Promissory Note and as increased or decreased by the prorations and adjustments provided for elsewhere in this Agreement, in good and immediately available U.S. dollars paid by certified check or by such other means as shall be acceptable to City, and to any other parties, the amounts in payment of the costs and expenses payable by ParsCo incident to the Closing as required by this Agreement and set forth in the closing statement executed at the Closing;
- (ii) The Purchase Money Promissory Note and Mortgage required by this Agreement;
- (iii) Closing statement; and
- (iv) Any other documents contemplated by this Agreement or required by law to be delivered by ParsCo at or prior to the Closing.

17. Real Estate Taxes. Real estate ad valorem taxes assessed against the Land and payable for the year of Closing, if any, shall be prorated as of the Closing Date. If the amount of such taxes for the year of Closing cannot be ascertained, the real estate ad valorem taxes assessed for the immediately preceding year shall be used for proration purposes at Closing and shall be deemed final and not subject to any “true up” after the Closing.

18. Brokerage. City hereby represents to ParsCo that City has not retained any broker, finder or other person or entity who is entitled to claim a real estate commission or fee in

connection with this Agreement or the transactions contemplated hereby. ParsCo hereby represents to City that ParsCo has not retained any broker, finder or other person or entity who is entitled to claim a real estate commission or fee in connection with this Agreement or the transactions contemplated hereby. City and ParsCo hereby agree to indemnify, defend and hold harmless the other against any claim of any broker, finder or other person or entity claiming a real estate commission or fee in connection with this Agreement or the transactions contemplated hereby by, through or under such indemnifying party, including all costs and reasonable attorneys' fees expended by the party so indemnified in the defense of any such claim.

19. Condemnation. In the event of an actual or proposed taking (by exercise of the power of eminent domain) of all or any portion of the Land with respect to which City receives notice or actual knowledge prior to Closing, City shall give ParsCo prompt written notice thereof and ParsCo shall have the option by written notice given to City prior to Closing of: (i) terminating this Agreement, whereupon ParsCo and City shall each be released from all further obligations to each other respecting matters arising from this Agreement; or (ii) proceeding to purchase the Land and receiving from City at Closing all of its right, title and interest in and to any award to which City may be entitled or, if such award is received by City prior to Closing, a credit of same toward the Purchase Price.

20. Notices. Any notice or demand that may be given hereunder shall be deemed to have been duly given upon delivery to the appropriate address provided below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

If to ParsCo:

ParsCo, LLC
Attn: Amir M. Fooladi
700 North DeVilliers Street
Pensacola, Florida 32501

With copy to:

Edward P. Fleming, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, Florida 32502

If to City:

City of Pensacola
Attn: Keith Wilkins, Assistant City Administrator
222 West Main Street
Pensacola, Florida 32502

With copy to:

John P. Daniel, Esq.
Beggs & Lane, LLP
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, Florida 32502

21. Default.

- (a) In the event of a default by ParsCo, City may terminate this Agreement by giving ParsCo written notice of termination and retain the Deposit as liquidated damages (and not as a penalty or forfeiture), as City's sole and exclusive remedy.
- (b) If City shall fail or refuse to make settlement hereunder as herein required or shall default under any of its obligations under this Agreement, then, except as otherwise provided in this Agreement, ParsCo at its option and as its sole and exclusive remedies may: (i) postpone the Closing to allow City additional time to perform or satisfy any of its requirements, conditions, covenants or agreements or to cure any breach or failure thereof; (ii) waive any of City's requirements, conditions, covenants or agreements or any breach or failure thereof, without reduction or abatement in the Purchase Price; (iii) seek and obtain specific performance of this Agreement; or (iv) terminate this Agreement, whereupon ParsCo and City shall each be released from all further obligations to each other respecting matters arising from this Agreement. ParsCo expressly waives the right to seek or recover monetary damages from City other than the return of the Deposit.

22. Mayor's Designee. The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. Upon approval by the City Council of this Agreement, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Agreement. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to ParsCo, and until written notice to the contrary has been provided to ParsCo, the Mayor hereby designates the Assistant City Administrator, currently Keith Wilkins, as his designee (i.e., the "Mayor's Designee" as such term is used in this Agreement), unless provided otherwise or required by law.

23. Miscellaneous.

(a) The recitals set forth on page one of this Agreement are true and correct and are hereby incorporated herein by reference.

(b) This Agreement constitutes the entire understanding and agreement between the parties with respect to the Land, and all prior negotiations, understandings and agreements, whether written or verbal, between the parties with respect to the Land are hereby superseded.

(c) All of the terms, covenants, representations and warranties provided in this Agreement shall survive the Closing and consummation of the transactions contemplated hereby, shall continue in full force and effect and shall be enforceable after the Closing, and shall not be merged with the deed or other documents delivered in connection with the Closing.

(d) This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against City and ParsCo and their respective successors and assigns to the same extent as if specified at length throughout this Agreement.

(e) In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. In the event any day on which any act is to be performed by City or ParsCo under the terms of this Agreement is a Saturday, Sunday or legal holiday, the time for the performance by City or ParsCo of any such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(f) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart.

(g) Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(h) TIME IS OF THE ESSENCE IN COMPLYING WITH THE TERMS, CONDITIONS AND AGREEMENTS OF THIS AGREEMENT.

(i) The “Effective Date” of this Agreement, which is the date upon which this Agreement shall be deemed to be effective, is the date upon which this Agreement is executed by the last party to execute this Agreement, as shown by the respective dates set forth below the places provided for the parties’ execution.

(j) Should either ParsCo or City employ an attorney to enforce any of the terms and conditions hereof or of any of the Closing documents, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable cost, damages, and expenses, including reasonable attorneys’ fees, expended or incurred by the prevailing party.

(k) Nothing in this Agreement is intended to serve as a waiver of City’s sovereign immunity, nor as a waiver of any applicable limitation on City’s liability for monetary damages, including without limitation attorney’s fees under the preceding paragraph, as provided by the laws and/or Constitution of the State of Florida. Nothing herein shall be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(l) ParsCo represents and warrants to City that ParsCo does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with ParsCo's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin or any protected class or classification under federal, state or local law. ParsCo further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin or other classification protected by federal, state or local law, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

(m) ParsCo agrees that no payments owed by ParsCo or any member, manager or officer of ParsCo, of any nature whatsoever, to City, including but not limited to payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

(n) This Agreement shall not be amended except by a written instrument that makes specific reference to this Agreement and is signed by duly authorized representatives of both City and ParsCo, and approved by the City.

(o) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(p) Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or ordinances of the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

(q) 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 City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. ParsCo shall comply with the Florida Public Records Law in effect from time to time. Notwithstanding any contrary provision in this Lease, any failure by ParsCo to comply with the Florida Public Records Law that continues for seven (7) days after written notice from City shall constitute a default hereunder by ParsCo. Without limiting the generality of the foregoing, ParsCo shall:

(i) Keep and maintain public records required by City to perform the services under this Agreement.

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

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of the Agreement if ParsCo does not transfer the records to City.

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

IF PARSCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARSCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

[End of Text; Signatures on Following Page]

IN WITNESS WHEREOF, ParsCo and City have executed this Agreement on the respective dates set forth below.

CITY:

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Ashton J. Hayward, Mayor

Date signed: _____, 2017

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Lysia H. Bowling, City Attorney

Print Name: _____
Title: _____

PARSCO:

PARSCO, LLC,
a Florida limited liability company

By: _____
Amir M. Fooladi, Its Manager

Date signed: _____, 2017

EXHIBIT "1"

Map of Lots 1 through 30, inclusive, Block 18, Maxent Tract, City of Pensacola, Florida,
according to the map of said City copyrighted by Thomas C. Watson in 1906

GREGORY STREET

"D" STREET

10	9	8	7	6	5	4	3	2	1
11					30				
12					29				
13					28				
14					27				
15					26				
16	17	18	19	20	21	22	23	24	25

"C" STREET

CHASE STREET

EXHIBIT “2”

City’s Request for Proposals

**THE CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT**

PROPOSAL NO.: 17-021

The City of Pensacola (hereinafter referred to as “City”) will receive Proposals as described below. **Submittals may be delivered to the Purchasing Office located on the 6th floor of City Hall, 222 West Main Street, Pensacola, Florida, 32502.**

All submissions, with **original signature, five (5) additional copies and one (1) electronic copy on CD or flash drive** must be received by **April 24, 2017 at 2:30 p.m. local time**. Submittals received after the closing time will not be accepted. Multiple submittals for the same entity will not be accepted. Responses must be clearly marked “**Former Blount School Property Sale and Redevelopment Proposal.**” All submittals shall be sealed and marked in the manner prescribed.

Bidders should submit a certified check or bid bond, payable to the City of Pensacola in the amount of **ten thousand dollars (\$10,000)** for a period of sixty (60) days.

Thereafter, at a place to be announced and immediately following the deadline for receipt of the submittals, those submissions received will be opened and publicly read concerning:

FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT

All interested parties are invited and encouraged to submit proposals. Complete specifications, if not attached, may be obtained from the Purchasing Office. Contact gmaiberger@cityofpensacola.com or telephone (850) 435-1837. **Any addenda issued will be made available on the City’s website at <http://www.cityofpensacola.com/bids>.** Interested parties are advised to check the site frequently.

Any questions concerning the proposal should be addressed and submitted in writing to:

**George Maiberger, Purchasing Manager
City Hall 6th floor
222 West Main Street
Pensacola, FL 32502 (850) 435-1835
gmaiberger@cityofpensacola.com**

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please call 435-1835 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

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

ATTEST:
Ericka Burnett
City Clerk

CITY OF PENSACOLA
Ashton J. Hayward, III
Mayor

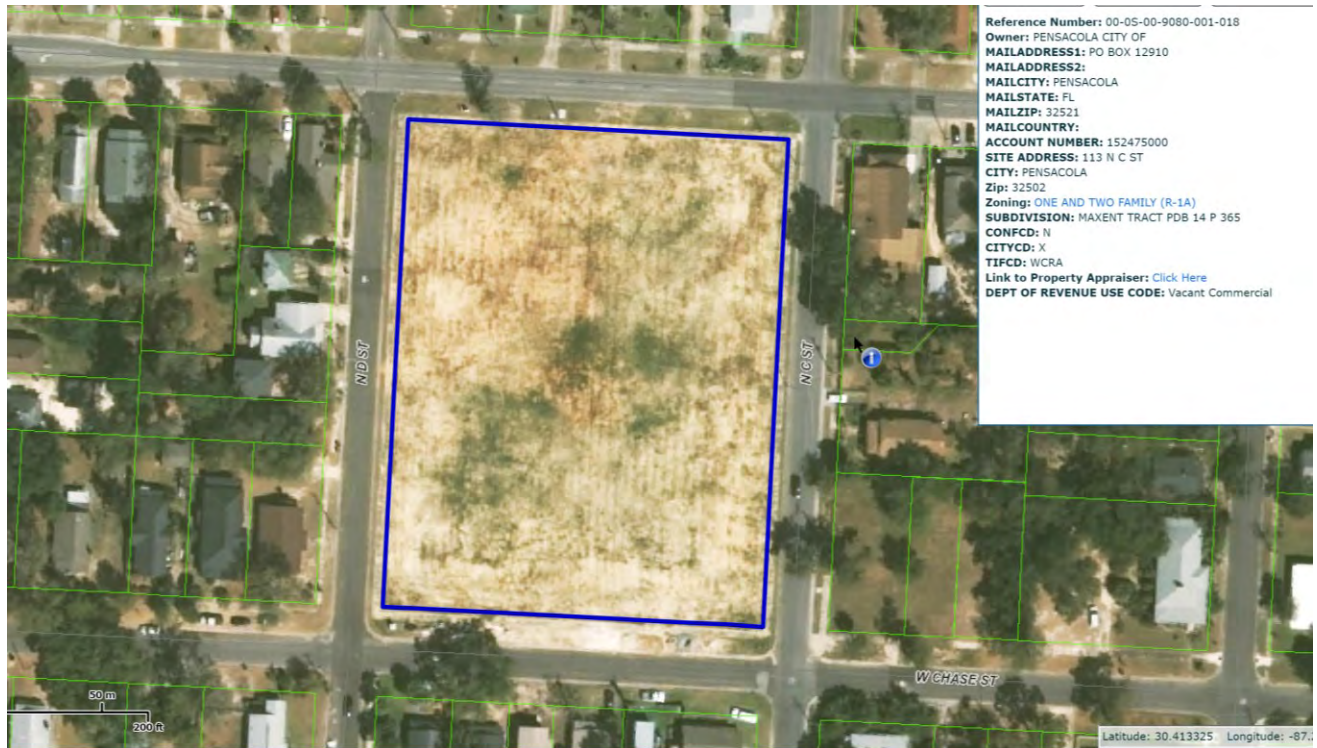
The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to sign in and will receive a badge to access a specified floor. Metal detection devices might also be employed. Anyone delivering a submittal is advised to arrive early to allow for the additional time needed due to security measures.

Late submittals will not be accepted.

Notice of Intent to Receive Proposals for the Former Blount School Property Sale and Redevelopment



**Approximately 2.65-acre vacant block within the Westside Community Redevelopment Area located close to downtown Pensacola
At 113 N “C” Street one block north of Garden Street (US 98)**

The City of Pensacola hereby formally requests submissions from qualified and experienced entities for the Former Blount School Property Sale and Redevelopment.

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1. PROJECT PURPOSE/OVERVIEW

The City of Pensacola intends to provide for the redevelopment of real property generally described as:

MAXENT TRACT PDB 14 P 365, FORMER BLOUNT SCHOOL PROPERTY, PENSACOLA, FLORIDA

and to accept Proposals for the Sale and Redevelopment of the Former Blount School Property project (the project). This City-owned parcel has been declared surplus and is for sale under this Request for Proposals for the purpose of controlled, designed redevelopment to stem the spread of blight, enhance homeownership opportunities in Pensacola's urban area and to foster private sector reinvestment. (Refer to Exhibits "B-D" attached for graphic information regarding this property).

General Description of Subject Property

The property consists of a full city block located in the Westside Community Redevelopment Area (CRA) District, between West Gregory and West Chase Streets and North C and North D Streets. The vicinity of West Gregory Street and the subject property is envisioned as a single family, detached, market based housing with stormwater management. The City is seeking proposals that focus upon quality residential redevelopment, including green space and park amenities that enhance neighborhood walkability and effectively integrate the property's close proximity to recreational and learning resources available at Legion Field Park and the Theophalis May Community Center. The project will include neighborhood residential components consistent with the Urban Core Community Redevelopment Plan, 2010 and the Westside Community Redevelopment Plan, 2007. Proposers are advised to become familiar with these plans as a key resource in developing a proposal for the subject property. These documents may be accessed on the City of Pensacola website at <http://cityofpensacola.com/532/Planning-Documents>. Proposers are advised to conduct necessary research beyond solely reviewing these documents, to establish existing conditions of this property and to fully understand what will be required to attain the high quality redevelopment desired for this property, including but not limited to design/scale/visual consistency, enhancement of the surrounding neighborhood, bringing added value to the local market conditions, zoning and building code requirements.

Zoning/Land Use Requirements

The property is located in the Westside Redevelopment District (zoned "R-1A"). The Westside Redevelopment District was established to remove slum and blight conditions, promote the orderly redevelopment of the District and to encourage private reinvestment. The Urban Core Community Redevelopment Plan, adopted in 2010, was designated a priority area within the Inner City for the focus of the rehabilitation, conservation and redevelopment activities conducted by the Community Redevelopment Agency.

The CRA prepared the Westside Community Redevelopment Plan to provide the strategic framework for implementation of redevelopment programs and initiatives within the district. Proposals must be consistent with the adopted Plan and with current zoning of the property and

surrounding areas. Planning, zoning and land use strategies collectively provide the foundation for property reuse and redevelopment.

No Known Environmental Conditions

The City is not aware of existing unusual regulated environmental conditions that could render development of this site unfeasible. Environmental assessments associated with earlier demolition and historic review for structures located on the property have been conducted. No concerns were identified with respect to reuse of the property for residential purposes.

Special Designations Impacting Subject Property

This property falls within the purview of the CRA. Proposers are advised to become familiar with programs offered by this agency. However, the property is owned by the City; CRA approval is not required for selection under the Request for Proposals.

The property was acquired utilizing Community Development Block Grants funds which requires redevelopment compliant with HUD affordable standards unless the CDBG investment is satisfied. It is the City's intent to repay the CDBG investment from the sale of this property, returning those funds to the City CDBG line of credit, thereby removing the HUD program development requirements.

2. PROPOSAL REQUIREMENTS

Proposals are required to include the following information. Failure to provide complete information and details adequate to fully evaluate your proposal may be cause for rejection.

A. Credentials

1. Identity of Proposer and Key Staff: Include the development team's organizational structure, presented in graphic form, and the names, affiliation and addresses of all principals.
2. Proposer Qualifications and Experience: Include the professional qualifications and experience of the proposed team specific to types of reuse proposed and knowledge of turnkey development. Proposers shall demonstrate experience and ability to successfully complete a project of this general scope and complexity in a reasonable period of time.

B. Project Proposal

1. A written description of a proposed conceptual site plan for the property and enhancements to or linkages with the surrounding neighborhood elements, in preparation for a community stakeholder meeting.
 - a) Conceptual illustrative site plans for community dissemination and discussion including electronic and/or hard copy visual displays, including:

1. Parcels
 2. Parcel access
 3. Parking configuration
 4. Park/green space amenities
 5. Landscape concepts
 6. Stormwater management features
 7. Multiple draft elevations sufficient to provide an array of designs and structural diversity to include:
 - a. Lighting
 - b. House and lot fit
 - c. Architectural massing
 - d. Design character elements including:
 - i. Eaves
 - ii. Massing
 - iii. Porches
 - iv. Door and window components
 - v. Materials
 - vi. Landscaping
 - vii. Garage
- b) Conceptual illustrations will be coordinated with all appropriate City staff prior to the community meeting.
2. Description of proposed format to conduct a community workshop to gain input on the illustrated site concepts and to kick off the development design process.
 3. Project schedule, including all milestones during outreach, planning, design and construction.

C. Identification of Variances or Incentives Required by Proposer

1. Identify any special or unusual requirements for the sale and development of the subject property.
2. Identify any foreseeable variances to applicable land use, zoning or other regulations that may be requested prior to or during development of the proposed project.

D. General Conditions of Proposal

To ensure acceptance, all Proposers submitting a response to this City RFP shall abide by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals that are not submitted in the requested format presented herein or that do not comply with stipulated conditions, may be subject to rejection.

1. **Award Determination to be Based on Best Interest of the City:** There is no obligation on the part of the City to award a contract to any Proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible submitter providing the most responsive or best alternative proposal for a resulting contract which is most advantageous

to and in the best interest of the City. The City shall be the sole authority for all final decisions regarding submissions, ranking, awards and the resulting contract.

2. **Anticipated Project Timeline:** The City expects conceptual design to begin within one (1) month of award of contract, a community meeting within three (3) months of award of contract, and construction completion within two (2) years of design approval.
3. **Bid Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's bond made payable to the City of Pensacola in the amount of **\$10,000.00** accompany your bid. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful bidder. Any bidder withdrawing his bid after the bid opening forfeits the right of return of his good faith deposit.
4. **Exceptions to Specifications:** To assure equal consideration in evaluating submissions, any exceptions to or deviations from the requested information as written herein must be noted and fully explained by the Proposer. The City shall make the final determination as to the acceptability of any such exceptions.
5. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
6. **Interpretations:** All questions concerning the RFP specifications or conditions shall be directed in writing to the Purchasing Office, or as instructed on the Request for Proposal Page, by **April 10, 2017**. Inquiries must refer to the proposed item(s) or service(s) and the date of the submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
7. **Legal Requirements:** All applicable provisions of Federal, State, County, City and other applicable local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City, by and through its officers, employees and authorized representatives. A lack of knowledge by the submitter concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The submitter agrees that it will not discriminate on the basis of race, creed, color, national origin, religion, sex, age, familial status or disability.
8. **Licenses, Registration and Certificates:** Each submitter shall possess at the time of its submission all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations having applicability to this project.

9. **Mistakes:** Submitters are expected to examine the conditions, scope of work, proposal prices, mathematical calculations or extensions, and all instructions pertaining to the item(s) or service(s) involved in performance under the tenets of the RFP. Failure to do so will be at the proposer's risk. Where unit prices are stipulated, unit process rather than sum totals shall be used in determining contract award.
10. **Permits and Taxes:** The submitter shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Submitters who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
11. **Prevailing Party Attorney's Fees:** The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.
12. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, City Council, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of the City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
13. **Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of one hundred twenty (120) days thereafter. The contract award shall be legally binding at the time of award by City.
14. **Protests:** Protests of the instructions, plans, specifications, and other requirements associated with requests for proposals must be received in writing by the Purchasing Office at least twenty-one (21) working days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of bid or contract must be in writing and received in the Purchasing Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.
15. **Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statue §287.133 (2) (a).
16. **Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statue §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any

claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.

17. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
18. **Rejection of Proposals:** The City reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City.
19. **Sealed Proposals:** The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the Proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. The face of the proposal envelope shall be plainly marked identifying this RFP and the date of the proposal opening. It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**
20. **State Law Application:** The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.
21. **Tax:** The City is exempt from all State and local sales tax.
22. **Unauthorized Aliens:** The City shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.
23. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

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

Materials other than those generally specified herein shall not be considered and shall not be submitted. No material or substantial additions, modifications or substitutions shall be made to the submissions subsequent to the submission deadline, unless so requested by the City.

3. SUBMISSION SCHEDULE*, PROCEDURES AND LOCATIONS

March 11, 2017 Notice of Disposition and Proposal, first advertisement

April 10, 2017 Deadline for written questions

Submit to:

Mr. George Maiberger, Purchasing Manager
Purchasing Office
City Hall 6th Floor
222 West Main Street
Pensacola, Florida 32502
gmaiberger@cityofpensacola.com

April 24, 2017 No later than 2:30 p.m. - deadline date for submission of proposals

Proposal submissions must be marked:

**FORMER BLOUNT SCHOOL PROPERTY SALE AND
REDEVELOPMENT RFP**

Proposal submission must be received at:

City of Pensacola
Purchasing Office – 6th Floor
222 W. Main Street
Pensacola, FL 32502

Proposal submissions must be accompanied by a signed Proposal Signature Form (Exhibit “A”).

TBD

Oral presentations (if necessary)

* All dates listed are subject to change

4. SUBMITTAL PACKAGE REQUIREMENTS

A complete proposal submission package consisting of one (1) original and five (5) bound copies of proposals in an 8½” X 11” format and one (1) set of full-color illustrations in a format that can be reproduced on no larger than 11” X 17” copy must be submitted not later than the deadline noted above. One (1) electronic copy on CD or flash drive must be included in the sealed proposal. Mail proposals must be received by the Purchasing Office not later than the deadline noted above.

*PLEASE NOTE: Submittal package must be submitted to the **Purchasing Office** and **NOT** to the City Council or Office of the Mayor.*

Proposal submissions must be accompanied by a signed Proposal Signature Form (Exhibit “A”).

5. BASIS FOR SELECTION

Written proposals shall be reviewed and ranked by a Selection Committee appointed by the Mayor. The committee may be comprised of City staff, professionals from the fields of financial services, real estate, housing and/or land development. The written proposals will be evaluated and ranked based on the criteria enumerated below. The Selection Committee may recommend award based solely on the ranking of written proposals. However, at the discretion of the Selection Committee, two or more respondents may be asked to provide oral presentations to the committee. Upon receipt of the Selection Committee's recommendation, the Mayor may make an award recommendation to the Pensacola City Council or may reject all the proposals.

1. The extent to which the proposal fulfills the objectives and requirements contained herein, particularly items and concepts noted in the "Project Overview" above, as well as the Westside Community Redevelopment Plan. **(Referenced Documents are available on the City web page.)** **(0-30 Pts)**
2. The extent to which the sale and development plan meets the criteria below: **(0-30 Pts)**
 - a) The financial feasibility to keep sales at market rate;
 - b) The experience and qualifications of the development and management team;
 - c) Revenues to the City of Pensacola, including those from the sale of the subject properties and revenues to the City or its agencies in the form of projected Ad Valorem or other taxes;
 - d) The schedule of commencement and completion of the complete site construction.
3. The anticipated benefits to the Pensacola community as a result of the proposed project. Examples of such benefits could include, but are not limited to: **(0-15 Pts)**
 - a) Creation of desirable neighborhood enhancement and revitalization;
 - b) Complementary addition of park and/or neighborhood green space;
 - c) Enhancement of surrounding land uses and neighborhood characteristics;
 - d) Promotion of the neighborhood as a vital and creative place to live, work and play.
4. The architectural quality and character of the proposed project, including: **(0-15 Pts)**
 - a) The compatibility of the architecture with adjacent existing neighborhood.
 - b) The compatibility of the site development pattern with adjacent existing and planned development.
 - c) The use of appropriate and compatible materials and details.
 - d) The appropriateness of structure height and massing with adjacent existing land use.
5. Provision of Equal Employment Opportunities or participation with Minority/Woman-Owned/Disadvantaged/Veteran Business Enterprise, where applicable. **(0-5 Pts)**
6. The creation of urban housing at one or more desirable price points, maximizing the number of residential units. **(0-5 Pts)**

6. OTHER GENERAL CONDITIONS

1. The Selection Committee reserves the right to request any additional information if needed, from any or all prospective proposers, including but not limited to full-color, board-mounted illustrations.
2. All proposals are subject to all applicable laws and regulations governing the use and development of land.
3. The Proposer shall provide presentations if requested by the Selection Committee.
4. No Proposer shall assign its proposal or any rights or obligations thereunder without the written consent of the City.
5. The Proposer affirms that its Principals are of lawful age and that no other person, firm or corporation has any interest in this proposal or the contract proposed to be entered into unless such person, firm or corporation has been specifically identified in the proposal.
6. The Proposer affirms that its proposal is made without any understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose and is in all respects fair and without collusion or fraud.
7. The Proposer affirms that it is not in arrears to the City of Pensacola upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the City of Pensacola.
8. The Proposer has carefully read the provisions, terms and conditions of the proposal document and does hereby agree to be bound thereby.

(End – Exhibits A – E follow)

EXHIBIT "A"

PROPOSAL SIGNATURE FORM

RFP 17-021

FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT

I (WE) _____

certify that this Proposal is true and correct to the best of my (our) knowledge and belief, that no other persons other than those herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the Request For Proposals and is thoroughly familiar with their provisions and penalties.

PURCHASE PRICE (DOLLARS): \$ _____

WRITTEN PURCHASE PRICE: _____

Name and telephone number of person to contact concerning bid.

Date: _____

Signature: _____ Firm: _____

Name: _____ Address: _____

Title: _____ City: _____ State/ZIP: _____

Telephone: _____ Fax: _____

Email: _____

Date: _____

Signature: _____ Firm: _____

Name: _____ Address: _____

Title: _____ City: _____ State/ZIP: _____

Telephone: _____ Fax: _____

Email: _____

Attest: _____

Attest: _____

To receive consideration for award, this signature sheet must be returned as part of your response.

EXHIBIT "C"
Site Location- Aerial



EXHIBIT "D"

Parcel Dimension



Exhibit “E”

[Appraisal to be issued in Addendum One.]

EXHIBIT “F”

**EXCERPT OF LDC REQUIREMENTS FOR “R-1A” ZONING DISTRICT
(ZONING DISTRICT THAT INCLUDES SUBJECT SITE)**

Sec. 12-2-4. - Medium density residential land use district regulations.

The regulations in this section shall be applicable to the one- and two-family zoning districts: R-1AA and R-1A.

(A)

Purpose of district. The medium density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of seventeen and four-tenths (17.4) dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.

(B)

Uses permitted.

(a)

Single-family detached dwellings.

(b)

Accessory residential units subject to regulations in [section 12-2-52](#).

(c)

Single-family attached dwellings (townhouse construction, maximum two (2) units).

(d)

Two-family attached dwellings (duplex).

(e)

Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another home it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius.

(f)

Cemeteries, when

1.

Seventy-five (75) percent of all owners of adjacent dwellings within one hundred seventy-five (175) feet of the boundary of the cemetery give their written consent, and;

2.

The provisions of [section 12-2-56](#) have been met.

(g)

Residential design manufactured homes are permitted in the R-1A district, with a maximum density of twelve and four-tenths (12.4) units per acre subject to regulations in [section 12-2-62](#).

(h)

Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in [section 12-2-65](#).

- (i) 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 12-2-61](#).
 - (j) Churches, Sunday school buildings and parish houses subject to regulations in [section 12-2-57](#).
 - (k) Home occupations subject to regulations in [section 12-2-33](#).
 - (l) Municipally owned and operated parks and playgrounds.
 - (m) Private stables which shall be no closer than two hundred (200) feet to a property line and further provided that more than seventy-five (75) percent of the owners of dwelling houses within a radius of three hundred (300) feet of the stable have given their written consent to the stable and further provided that there shall not be kept more than one horse for each two (2) acres of property.
 - (n) 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 12-2-59](#).
 - (o) Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in [section 12-2-31](#).
 - (p) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (C) *Conditional uses permitted.*
- (a) Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in [section 12-2-62](#).
 - (b) Bed and breakfast subject to regulations in [section 12-2-55](#).
 - (c) Childcare facilities subject to regulations in [section 12-2-58](#).
 - (d) Accessory office units subject to regulations in [section 12-2-51](#).
- (D) *Development permitted.*
- (a) Conventional subdivision subject to regulations in [section 12-2-76](#).
 - (b) Special planned development subject to regulations in [section 12-2-77](#).
- (E) *Regulations for development within the medium density residential land use district. Table*

12-2.2 describes requirements for the one-and two-family residential zoning districts.

**TABLE 12-2.2
REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS**

Standards	R-1AA			R-1A		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width at Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width at Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		
Off-Street Parking	1 space/unit		2 sp./unit	1 space/unit		2 sp./unit
Maximum Building Height	35 feet (Except as provided in Sec. 12-2-39)			35 feet (Except as provided in Sec. 12-2-39)		
* The front yard depths 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.						
** Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.						

EXHIBIT “3”

ParsCo’s Response to Request for Proposals

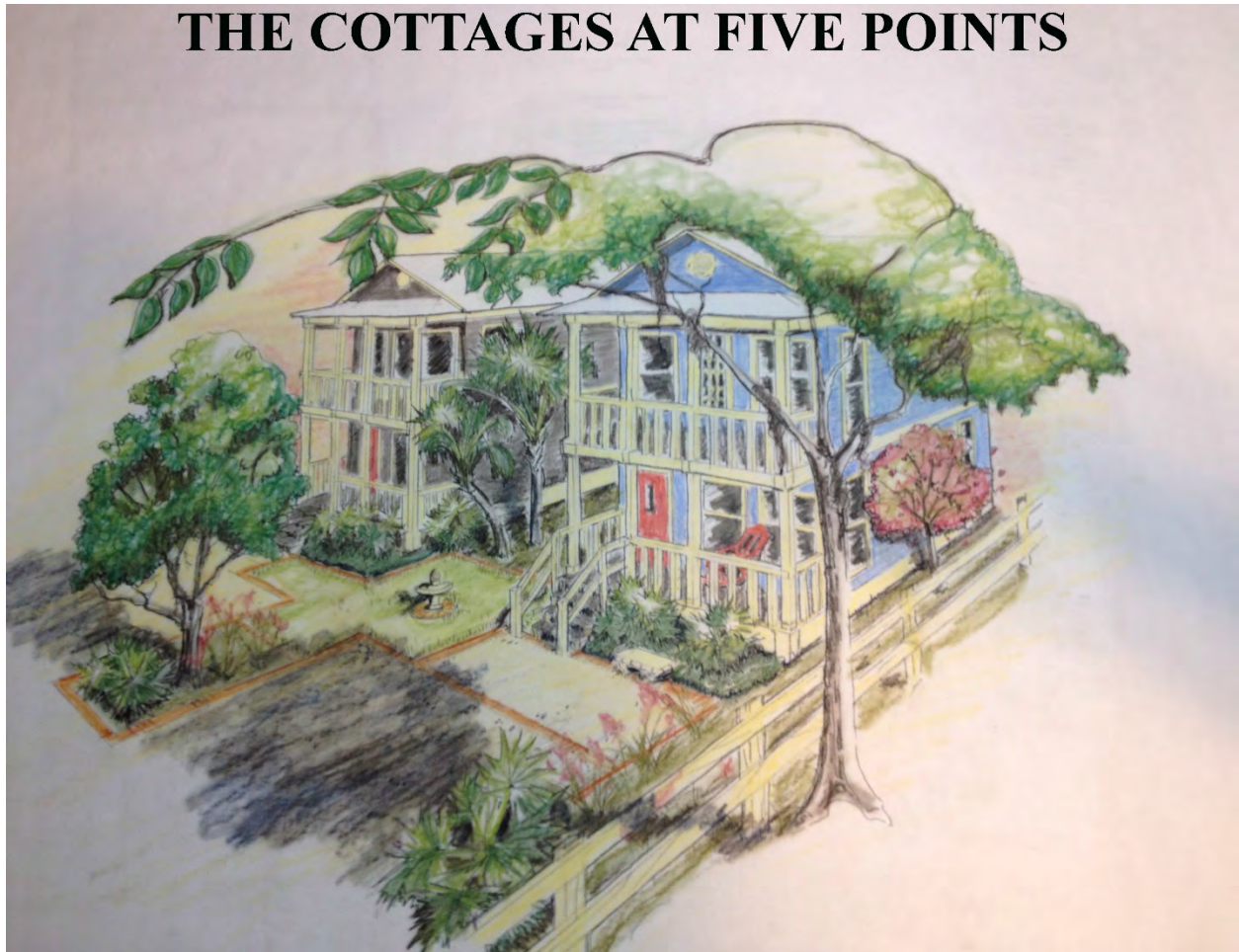
THE CITY OF PENSACOLA, FLORIDA

RFP #17-021

FORMER BLOUNT SCHOOL PROPERTY SALE

AND REDEVELOPMENT PROPOSAL

THE COTTAGES AT FIVE POINTS



SUBMITTED BY:



700 NORTH DE VILLIERS

PENSACOLA, FL 32501

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General Contracting • Development • Construction Management

April 24, 2017

The City of Pensacola
RFP – Former Blount School Property Sale and Redevelopment
Proposal No.: 17-021
City Hall, 6th Floor
222 West Main Street
Pensacola, FL 32502

Dear Mr. George Maiberger, Purchasing Manager:

As requested in RFP #17-021, we respectfully present our proposal for the redevelopment of the Former Blount School property.

As the developer, ParsCo brings over 20 years and \$2 billion in construction and management experience. Our most recent multi-family project in the Pensacola area that we completed was the Summer Vista Senior Living Project at 3450 Wimbledon Drive. ParsCo is currently in the process of developing two new hotel projects and another Senior Living project in the City of Pensacola.

Our team is completing Phase 1 of the Old East King Cottages Residential development throughout the Eastside neighborhood of Pensacola, FL. Currently six (6) homes have been constructed or are nearing completion, and all have been pre-sold. The success in the Eastside Neighborhood is our design inspiration and the basis of our proposal for the redevelopment of the former Blount School site. Some examples of these homes can be seen at 414 Brainerd, 1201 N. Davis, and 1203 N. Davis.

In response to this Request for Proposals, we have included the attached resumes of our key personnel and a graphic form that depicts our organizational structure. Our team will consist of three entities:

- 🏢 Developer and Proposer: ParsCo, LLC – Amir Michael Fooladi
- 🏢 Contractor/Builder: Urban Infill Corporation – Robert “Chris” Vail
- 🏢 Real Estate Company: Voyage Real Estate, LLC – John David Ellis, Jr. & John Rickmon

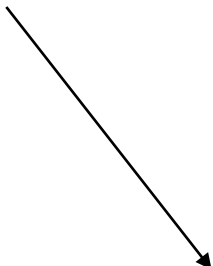
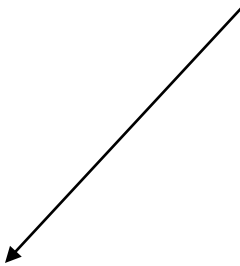
We have included resumes and Voyage Real Estate’s company profile – *Reference Exhibit “B”*.

ParsCo is a 100% minority owned, SBA 8(a) Certified Contractor dedicated to working with small disadvantaged businesses with a focus on our local community. Recent development efforts have been focused on revitalizing the Historic Belmont - De Villiers neighborhood. Both ParsCo and Voyage Real Estate have established our corporate headquarters in this neighborhood.


**DEVELOPER
& PROPOSER**



700 N. DeVilliers St.
Pensacola, FL 32501
Amir Michael Fooladi




CONTRACTOR/BUILDER



P.O. Box 4387
Pensacola, FL 32507
Chris Vail

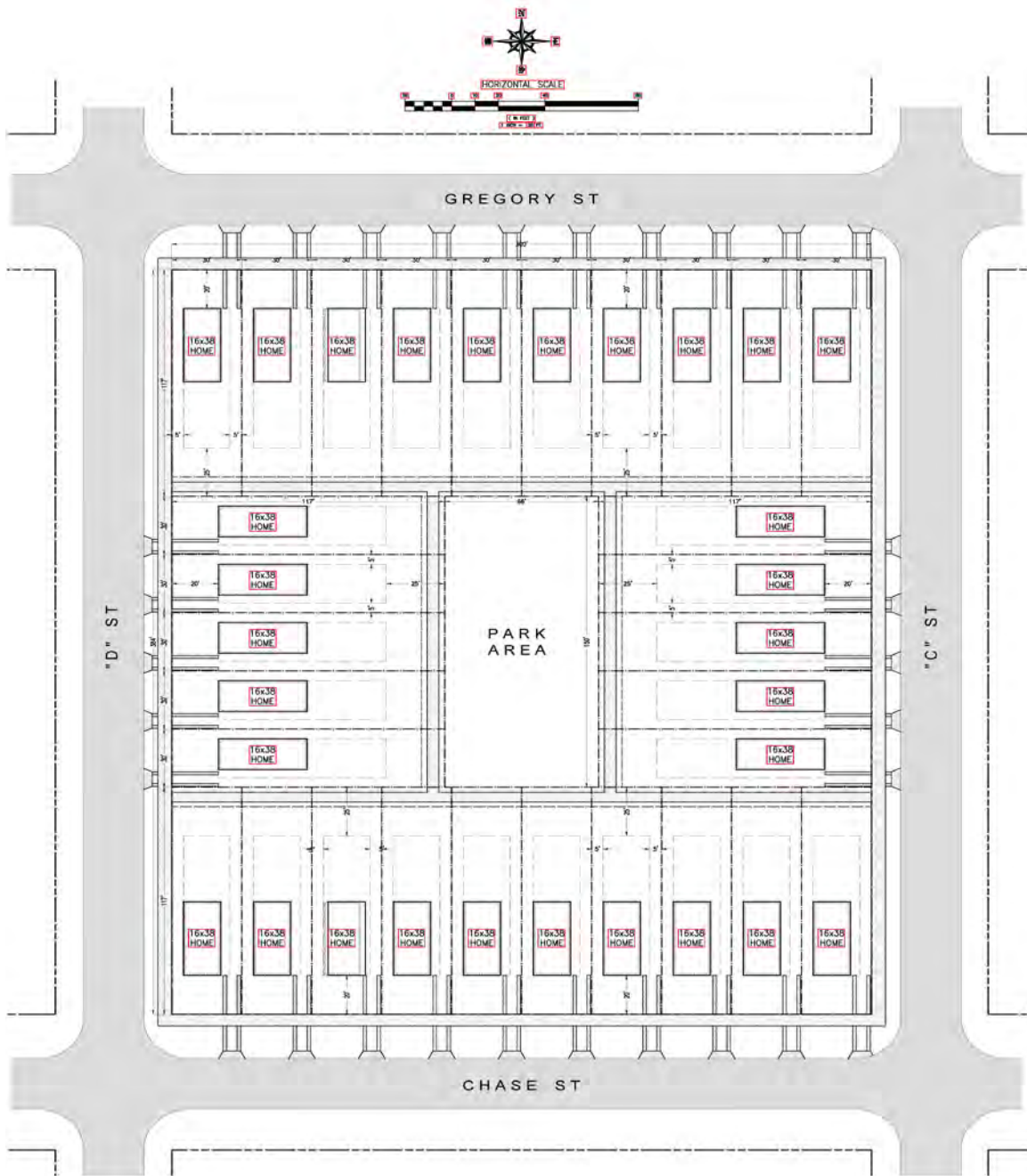
REAL ESTATE COMPANY



700 N. DeVilliers St.
Pensacola, FL 32501
John David Ellis, Jr.
John Rickmon

PARSCO PROJECT OVERVIEW

Our proposal is to return to the original plat that included thirty (30) parcels prior to the construction of the former Blount School. As shown below, this original plat and layout will provide the greatest density for single family dwellings and be most compatible with the current neighborhood design, the Westside plan, the adjacent blocks' parcel layout, and the City's desire for residential urban infill. *Reference Exhibit "C" for enlarged site plans.*



To provide linkage and cohesion with the surrounding neighborhood elements and additional enhancements that are most universally appealing, our plan includes a proposed center “core” for the block. It will serve as a greenspace for a future park area, community garden, playground, or common area.

The parcels will each remain within the current zoning requirements and have direct access to Chase Street, Gregory Street, “C”, and “D” streets for each resident. The parking configuration will be provided on-site adjacent to each residence, off-street.



ABOVE: TYPICAL RESIDENTIAL FOOTPRINT WITH DRIVEWAY

The landscape design will include plantings of trees and shrubs from the City of Pensacola approved planting list. It is our goal to provide an “enhanced” landscape design to include large canopy shade trees. Prior to our involvement, the parcel was completely clear cut. We will reestablish the ecosystem and build in harmony with the environment. We will employ a talented local landscape architect to provide designs which would provide an aesthetically pleasing landscape for each resident and the surrounding neighborhood.

The former Blount school property is within one of the old city blocks that originally contained 30 platted lots. The City allows these 30 lots to be reconfigured within the block if the new lots meet land development code requirements. In addition, because we are not exceeding the original density and reinstating the urban grid with single family detached homes, the project site shall be exempt from storm water management requirements.

“THE COTTAGES AT FIVE POINTS”

Located in West Downtown Pensacola, near the “Five Point” intersection, the project will be named “The Cottages at Five Points”.



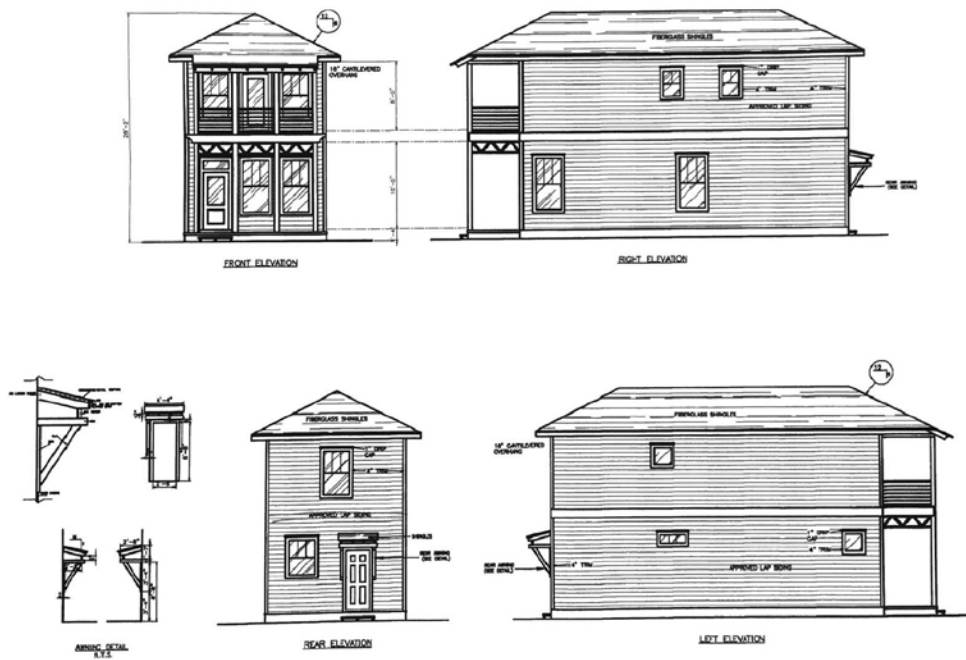
Our proposed single family dwelling development will include thirty (30) new two-story homes with 2 bedrooms and 2 bathrooms. The size will be approximately a total of 1216 square feet of heated/cooled space and 168 square feet of exterior porches for a total of 1,384 gross square feet. “The Cottages at Five Points” standard specifications shall include:

- 2014 Florida Building Code Compliant Design
- On-site parking
- Stainless Steel Appliance package
- Stained concrete ground floor
- Carpet stairs and top floor
- Tile in upstairs baths
- Granite in kitchen
- Laminate tops in baths
- Standard lighting package
- Standard plumbing package
- Porch and balcony areas
- 14-SEER electric heat pump
- Concrete fiber cement board siding
- Vinyl Soffit
- 30-year Architectural shingle
- Non-impact doors/windows

The design of the “The Cottages at Five Points” will include architectural elements that include eaves, porches, balconies, hardi-plank siding, and other elements that are congruent to the existing architecture of the neighborhood. We have variations on different front elevations and roof configurations that we will offer buyers so the streetscape and each residence will have a feeling of uniqueness. *Reference Exhibit “D” for more information and floorplans.*



ABOVE: CONCEPTUAL ILLUSTRATION OF THE COTTAGES AT FIVE POINTS



ABOVE: ELEVATIONS OF FRONT, REAR, AND SIDES

ADA DESIGN OPTION

To provide a residential design that can be ADA accessible, our site plan allows for the use of a single-story, fully code compliant ADA residence. The design of this residence will be customized to each owner's preference.

COMMUNITY FORUM AND WORKSHOP

Prior to proceeding with the development, we strongly believe that a public input forum should be organized as referenced in the RFP. Our plans would include scheduling a community meeting with the assistance of the City of Pensacola Planning Department. Our approved site plan, proposed residences, and specifications would be provided to all that attend this meeting so we can inform and discuss the neighborhoods concerns and questions, and make any adjustments and changes the community and Developer agree upon. Once ParsCo is selected to redevelop this site, we would not just be investing into the City of Pensacola, but also this neighborhood and each resident that lives nearby. By creating a forum to discuss the project, our aim would be to make the neighboring community feel like partners in this project so they could help invite their future new neighbors we hope to bring into this area. We will endeavor to exceed the public and community needs by holding multiple forums so all voices can be heard.

PROJECT SCHEDULE

Reference Exhibit "E".

ACTIVITY	DAYS	START	FINISH
PROJECT PROPOSAL REVIEW PROCESS	23	24APR17	24MAY17
PROPOSAL AWARD	1	25MAY17	25MAY17
COMMUNITY FORUMS	60	26MAY17	18AUG17
DUE DILIGENCE	90	26MAY17	29SEP17
PRESALE/MARKETING START	30	21AUG17	29SEP17
CONSTRUCTION PLANS SUBMIT FOR APPROVAL	30	21AUG17	29SEP17
RESIDENTIAL SALES AND CLOSING PERIOD	120	02OCT17	20MAR18
CONSTRUCTION	400	13NOV17	31MAY19

Key Milestones:

- 📌 Award : May 25, 2017
- 📌 Community Forum: May 26 through August 18, 2017
- 📌 Construction completion: June 1, 2019 or sooner

IDENTIFICATION OF VARIANCES OR INCENTIVES

To provide additional space adjacent to each of the Old King Cottages, we may request that the City grant a variance request on the side setback. This would be so that we could allow additional space for vehicles to park alongside each residence. This request will be determined before a final site plan is submitted for approval. By shifting the

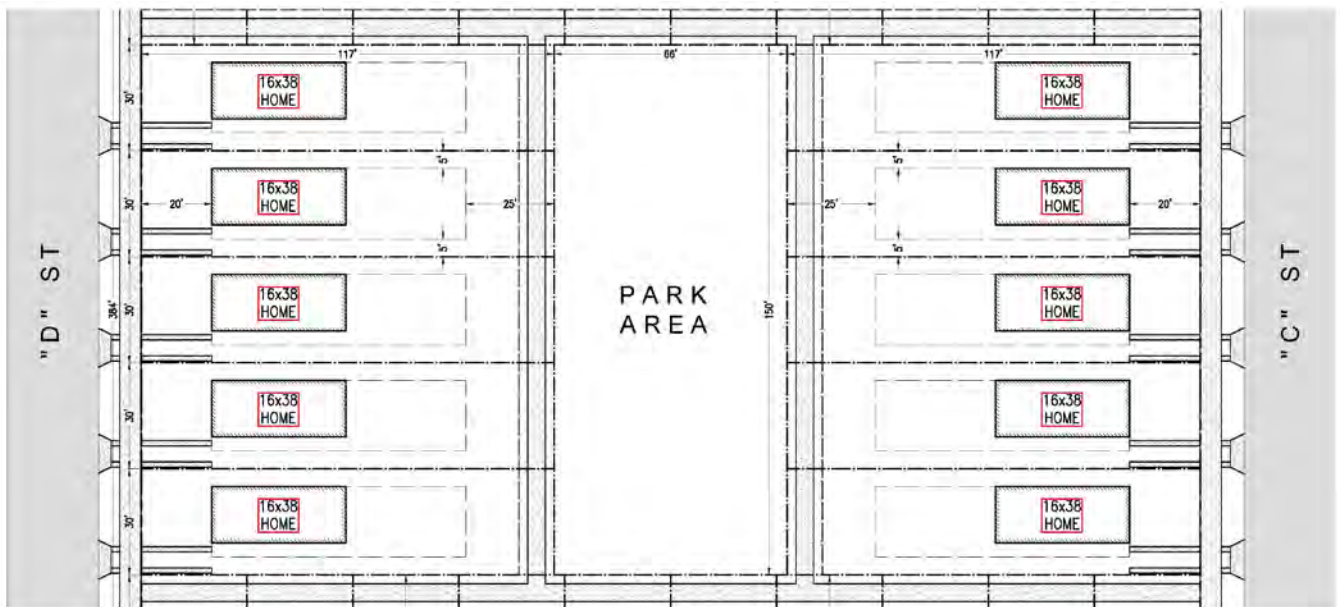
footprint of each residence over on one side we would have a larger side setback on the adjacent side. From the street view all residences would have identical spacing between them, however a “driveway” could be added along one side of each residence providing more access to the rear of the property as well. This request is not mandatory to our proposal but is an item that we may explore if awarded the sale of the property.

Additionally, we request that the City provide a Geotechnical Soils Report including a determination of subsurface conditions relating to existing structures, a Phase 1 ESA for the subject site and a Phase 2 if required. Our proposal is contingent on these studies being satisfactory to our project needs.

SITE UTILITIES

Please reference Exhibit “F” and “G” for the ECUA maps depicting the current water and sewer infrastructure in the area. Gravity sewer surrounds the site but a new 6” water main will have to be installed on “C” and “D” street to service the middle properties. Our proposal is contingent on ECUA providing these new water mains the entire block for each road. We have included a total of \$3,000.00 per residence for ECUA fees or a total of \$90,000.00 for site utility infrastructure to each residence.

Due to the nature of the RFP request to provide a “greenspace”, we also would like to explore the idea of allowing the “core” area to become part of the City of Pensacola’s Park and Recreation department’s jurisdiction. Our site plan depicts interior sidewalk easements and a “park area” that would need City of Pensacola approval along with maintenance of this area as required.



ABOVE: INTERIOR SIDEWALK EASEMENTS AND CITY OF PENSACOLA PARK AREA

RESIDENTIAL SALES PRICING AND MARKET STUDY

In order to verify that the sales of the new residential single family homes will be at market rate, Voyage Real Estate (Voyage) has provided a Comparative Market Analysis (CMA) based on similar size residential projects in the zip

code of 32501 and 32502.

Additionally, Voyage has provided the Pensacola Association of Realtors (PAR) Market Snapshot for our use in evaluating the market trends, market sales, and information regarding current residential inventory.

Please reference Exhibit “H” for the CMA data and Exhibit “I” for the PAR Market Snapshot.

Based on this information, our price point for sales on “The Cottages at Five Points” will be approximately \$199,000.00. Based on the current market trend and urban core demand, it is our goal to pre-sell all of the homes and build to suit.

Upon acceptance of this proposal and our due diligence period, our team would begin marketing efforts and construct a model home that may serve as an on-site sales center.

LAND SALE AND PUBLIC PRIVATE PARTNERSHIP (P3)

In accordance with our “Proposal Signature Form”, *Exhibit “A”*, we are proposing a minimum purchase price of \$240,000.00 (Two Hundred Forty-Thousand dollars and zero cents). This pricing is based on Thirty (30) parcels at \$8,000.00 each or 4% of sale price for each home, whichever is greater.

Our proposal is based on the City forming a Public Private Partnership with ParsCo where the payments for each parcel will be made at the time of closing on each pre-sale.

If the City prefers a lump sum purchase price for all thirty (30) parcels, our proposed purchase price would be reduced to \$200,000.00.

We believe it is in the City’s best interest to participate as a team member in this redevelopment opportunity. We share the City’s desire to have a housing development that is aesthetically pleasing and preserves the character of the neighborhood. Our proposal includes a greenspace “core” area that can remain as a City owned property which will benefit the entire neighborhood.

Based on the sales price of \$199,000.00 and thirty (30) homes, this project will provide a total of \$5,970,000.00 in property values. If all thirty (30) homeowners claim Homestead exemption, our estimate is that the taxable property values will be \$5,220,000.00.

This will be a significant source of additional revenue and additional monies to the CRA for the Urban Core.

The economic value for this project will not just be limited to property tax revenues. Our local utilities shall benefit from the additional services as well.

In the private sector, this project will provide local subcontractors and suppliers additional revenues. The local furniture stores, retail shops, restaurants, grocery stores, and even the downtown YMCA would benefit from additional residents moving into the area.

RESIDENTIAL FINANCING

Voyage will pre-sell the residences via a variety of mortgage financing options. The traditional conventional loan as well as FHA loans will appeal to lenders and banking institutions for our new construction projects. ParsCo is also an approved VA Builder which will allow all veterans to utilize a VA loan to purchase our homes.

With a price point of \$199,000.00, our evaluation on “affordability” for these projects to serve our local workforce as a viable option has resulted in the following analysis:

Based on HUD 2017 Median Family Income data, The Pensacola-Ferry Pass-Brent area is \$62,000.00. (*Reference Exhibit “J”*). This is equivalent to \$5,160.00 approximately in gross monthly income.

At a purchase price of \$189,000.00 (95/5 LTV), a 30-year mortgage with 4% interest, .75% property tax, and PMI of 0.5%, and \$1,000/year in home insurance would have a total mortgage payment of \$1,180.00 approximately.

Mortgage lenders typically prefer a debt to income ratio of 36% or less. Using the hypothetical numbers above, the debt to income ratio in this situation would be:

Gross Monthly Income = \$5,160.00 approximately

Estimated Monthly Expense = \$1,180.00 approximately

Debt to Income Ratio = 22.8%

EQUAL EMPLOYMENT OPPORTUNITIES

Our team provides equal employment opportunities and will initiate a Workforce Initiative that requires 75% of all construction workers on the project to live in either Escambia or Santa Rosa Counties – *Reference Exhibit “K”*.

In closing, ParsCo’s proposal for the former Blount school site is the best choice for redevelopment based on the following reasons:

- ▮ Our site plan restores the original plat which reinforces the historic, urban grid.
- ▮ Our site plan creates the greatest opportunity for home ownership while being sensitive to the surrounding neighborhood.
- ▮ Our Architectural design is consistent with the neighborhood - utilizing aesthetically pleasing, historical details.
- ▮ Valuable space has been designated for the City of Pensacola to utilize as a community garden, playground, or park area
- ▮ Our Public Private Partnership arrangement with the City increases the value of the land 20%.
- ▮ Side access and onsite parking for each resident provides function while maintaining the streetscape.
- ▮ The Residential price points are in-line with median income for Pensacola and financially ideal for workforce housing with a 22% DTI on average for mortgage payment.
- ▮ Enhanced landscape design provides necessary shade trees and restores the city's landscape.
- ▮ Our workforce initiative employs local residents and keeps money local.

- ▮ Our EEO Policy places a tremendous focus on minority participation.
- ▮ Our project will create an economic “ripple effect”, providing additional revenues to local vendors, retailers, hospitality, suppliers, and increase private sector demand.
- ▮ Developer and team are locally owned small businesses with headquarters within walking distance to site.
- ▮ Increases in property tax revenues and CRA Urban Core funds through maximized density is financially appealing to the City.
- ▮ Our design activates all four (4) sides of the block, bringing vibrancy to the neighborhood.
- ▮ Our development team is comprised of locally owned small businesses with a proven record of success.
- ▮ We offer an ADA design for single-story residences to be inclusive of individual's needs.
- ▮ Architectural variations create uniqueness along street frontage.
- ▮ We will host multiple community forums to discuss ideas with neighbors in the community to insure inclusiveness.
- ▮ Our proposal will encourage a true “live, work, play” environment for all residents by reducing the commute time for those that work downtown.

Lastly, we wish to thank the City of Pensacola for creating this Request for Proposal and allowing the public to participate and help shape our community. It is our hope that our vision for the former Blount school site will be selected.

Respectfully,

ParsCo, LLC

Amir Michael Fooladi
President/CEO

ENCLOSED ATTACHMENTS:

EXHIBIT “A” - PROPOSAL SIGNATURE FORM RFP 17-021

EXHIBIT “B” – TEAM RESUMES AND INFORMATION

EXHIBIT “C” – SITE PLANS

EXHIBIT “D” – THE COTTAGES AT FIVE POINTS RENDERINGS & PLANS

EXHIBIT “E” – DEVELOPMENT SCHEDULE

EXHIBIT “F” – ECUA SEWER MAP

EXHIBIT “G” – ECUA WATER MAP

EXHIBIT “H” – CMA DATA

EXHIBIT “I” – PAR MARKET DATA 2017 – 1ST QUARTER

EXHIBIT “J” – HUD 2017 MEDIAN FAMILY INCOME DATA

EXHIBIT “K” – WORKFORCE DIVERSIFICATION PLAN



EXHIBIT "A"

EXHIBIT "A"

PROPOSAL SIGNATURE FORM
RFP 17-021

FORMER BLOUNT SCHOOL PROPERTY SALE AND REDEVELOPMENT

I (WE) Parsco, LLC - Amir Michael Fooladi

certify that this Proposal is true and correct to the best of my (our) knowledge and belief, that no other persons other than those herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the Request For Proposals and is thoroughly familiar with their provisions and penalties.

PURCHASE PRICE (DOLLARS): \$240,000.00 - payable as \$8,000.00 per lot at time of pre-sale or 4% of sales price, whichever is greater. Reference page 9 for additional info.
WRITTEN PURCHASE PRICE: Two hundred forty thousand dollars.

Name and telephone number of person to contact concerning bid. Amir M. Fooladi 850-696-7656

Date: 4/24/17
Signature: Amir Michael Fooladi Firm: Parsco, LLC
Name: Amir Michael Fooladi Address: 700 N. De Villiers
Title: President / CEO City: Pensacola State/ZIP: FL, 92501
Telephone: 850-696-7656 Fax: 850-898-3423
Email: amir@pars-co.net

Date: _____
Signature: _____ Firm: _____
Name: _____ Address: _____
Title: _____ City: _____ State/ZIP: _____
Telephone: _____ Fax: _____
Email: _____
Attest: _____
Attest: _____

To receive consideration for award, this signature sheet must be returned as part of your response.



EXHIBIT “B”

- 1998 – 2008 W.G. Yates & Sons Construction Company
Senior Project Manager
- 1997-1998 Roy Anderson Corporation
Project Engineer/Estimator

HONORS, AWARDS, COMMITTEES:

2006	Construction Excellence Award-Association of Builders and Contractors (ABC)
2007	Excellence in Construction Award – ABC
2006-2007	ABC Project Manager of the Gulf Coast Award
2012 - PRESENT	Varco Pruden Pre-Engineered Metal Building Builder of the Southeast
2015 – PRESENT	1620 AM Radio Host – Restaurant Realty Show with Michael Carro
2015 – PRESENT	All Ears Gulf Coast Podcast Founder and Host
2015 – PRESENT	Belmont DeVilliers Neighborhood Association Member
2015 – PRESENT	Belmont DeVilliers Art Committee Board Member
2015 – PRESENT	University of West Florida Building Construction Program Board of Directors
2016 – PRESENT	Pensacola Airport Master Planning Board Committee – Belmont DeVilliers
2014	ACUMEN Human Centered Design Team – Pensacola, FL
Ranked 25 th in the	USA in Chess in 1990 – United States Chess Federation (USCF)
2016 – PRESENT	City of Pensacola Construction Board of Adjustments and Appeals
2016	ENTRECON Award – Entrepreneurs' Champion Finalist – 2 nd place

PROFESSIONAL EXPERIENCE:

Amir has 20 years and more than \$2 billion dollars of construction and management experience. He has successfully completed a wide variety of private and public sector projects, including medical, hospitals, assisted living facilities, restaurant, retail, hospitality, resort, casino, office, renovation, multi-family, institutional, military, civil, industrial, and state/government projects. Amir began his career early, working as an Estimator and Project Engineer while attending college, and later after graduation, he continued his progression into the roles of Lead Estimator, Project Manager, Senior Project Manager, and now President/CEO of his own successful firm. Amir has contractor licensure approval in 14 states and is responsible for all the aspects required to manage a project successfully and oversees all operations for ParsCo, LLC.

COMPETENCIES:

- Management duties including turn-key supervisory and management of all phases of construction on multiple projects including all subcontractor coordination, scheduling, safety, contracts, subcontractor and owner billings, purchase orders, submittals, change orders, requests for information (RFI's), and tracking of job costs. Responsible for hiring, coordinating, and supervising the tasks of internal staff and assigning work as required to execute projects. Responsible for overseeing all subcontractor activities and ensuring that they execute work in accordance with contractual and quality control/quality assurance goals. Oversee all project schedules to ensure timely or early completion dates. Manage all change orders and change management programs to maintain profits and minimize exposure.
- Safety Management duties including managing safety or occupational health program elements. Developing and recommending safety and occupational health policy to higher levels of management. Applying safety and occupational health laws, regulations, principles, theories, practices, and procedures to advise on or resolve technical matters dealing with occupational safety and health requirements. Developing safety and occupational health standards, regulations, practices, and procedures to eliminate or control potential hazards. Developing or implementing programs to reduce the frequency, severity, and cost of accidents and occupational injuries. Analyzing or evaluating new and existing jobs, processes, products, or other systems to determine the existence, severity, probability, and outcome of hazards. Designing or modifying workplaces, processes, products, or other systems to control or eliminate hazards. Inspecting or

surveying workplaces, processes, products, or other systems for compliance with established safety and occupational health policies or standards and to identify potential new hazards. Training of workers, supervisors, managers, or other safety and occupational health personnel in safety or occupational health subjects.

- Estimating duties including quantity takeoffs, budget analysis, value engineering, bid solicitation, request for proposals (RFP's), and bid day activities.
- Pre-construction duties including due diligence, feasibility studies, design coordination, consultant hiring, design/build, RFPs, review of plans/specifications, program management, and generation of drawings as required for bidding, construction, estimating, and field use.
- Marketing duties including business development and solicitation of work through contacts and relationships with area developers, architects/engineers, and contacts throughout the Southeast.
- Administrative duties including overseeing payables and receivables, generation of pay applications, development of procedures and systems to create organization within the company.
- Management and coordination of projects from conceptual design stages to construction phase to closeout/start-up, and final commissioning. Responsible for all planning and organizational decisions to ensure project success including staff hiring, jobsite setup, subcontractor design/build coordination, value engineering, Owner contract negotiations, and final coordination between Consultants to make projects a reality.

NOTABLE PROJECTS:

Portofino Condominium Phase 1
Pensacola Beach, FL

Palms of Destin Resort
Destin, FL

Restaurant Iron
Pensacola, FL

The Ruby Slipper Café
Pensacola, FL

Summer Vista
Pensacola, FL

VA Hospital Renovations
Tuscaloosa, AL

Federal Bureau of Prisons
Yazoo City, MS

Auburn University Wellness & Rec
Auburn, AL

LSU UMC Hospital
New Orleans, LA

University of Alabama Student Center
Tuscaloosa, AL

Seminole Hard Rock Café Casino
Tampa, FL

Silver Beach Condos
Destin, FL

Destin West Gulfside Condominium
Okaloosa Island, FL

St. Barth/St. Lucia Silver Shells Condominiums
Destin, FL

Grand Sandestin Hotel
Sandestin, FL

The Village of Baytowne Wharf
Sandestin, FL

UMC Acute Care Health Tower
Jackson, MS

Portofino Spa & Lifestyle Center
Pensacola Beach, FL

Wal-Mart Supercenter #182
Greenville, MS

Wal-Mart Supercenter Expansion #534
Lafayette, LA

Scarborough Middle School Renovation
Mobile, AL

Grand Casino Hotel Renovations
Biloxi, MS

The Blake at Gulf Breeze
Gulf Breeze, FL

Semmes Middle School Addition
Semmes, AL

Highland Plaza Office Complex
Jackson, MS

Hinds County Courthouse
Jackson, MS

Rankin County Public School CMA
Rankin County, MS

Russell County Detention Center
Phenix City, AL

The Blake at Malbis
Daphne, AL

The Blake at Township
Ridgeland, MS

Badlands a Roadside Bar
Pensacola, FL

Tarantola Historic Residence
Pensacola, FL

Hawkins Waterfront Residence
Gulf Breeze, FL

Zimet Loft Residence
Pensacola, FL

PERSONAL:

Married, with 3 children.

Former drummer for Church Worship Team

Member of First United Methodist Church of Robertsedale, AL

Enjoys playing chess, sports, and being outdoors.

Owns and operates the "Razzle Dazzle Farm" with his wife in Baldwin County, AL

Foster Home – State Certified.

Volunteer Work: Boys & Girls Club, Pensacola Chess Club, University of West Florida.

Robert C. Vail, PE
CBC1256598

PO Box 4387
Pensacola, FL 32507
(850) 457-4706

Email: urbaninfill@bellsouth.net

Resume

EDUCATION

B.S. Environmental Engineering, University of Florida, 1997

A.A. Pre-Engineering, Pensacola Junior College, 1993

AREAS OF SPECIALIZATION

Single-Family Residential Home Construction (both affordable and custom), Residential, Residential Building Renovation, Residential, Commercial and Industrial Land Development (including landscape design), Storm Water and Industrial Wastewater Treatment Systems Design and Permitting, Surface Water Permitting (including NPDES storm water), Mineral Mine Design and Permitting (including mining reclamation), Contamination Assessment, and Project Management and Business Development.

EXPERIENCE

Mr. Vail has over twenty (20) years of professional experience managing building construction, engineering and environmental projects. His initial experience was acquired while working for the Southern Company, Gulf Power Division, in environmental field operations. Current work is in building construction and land development, storm water, industrial waste water, water quality investigation, and environmental permitting. He currently simultaneously serves as President of Urban Infill Corporation and Vail Engineering and Environmental, Inc. (VEE).

REGISTRATIONS AND AFFILIATIONS

Certified Building Contractor, Florida (#CBC1256598)

Registered Professional Engineer, Florida (#59527)

The Homebuilders Association of Northwest Florida (HBA)

Florida Engineering Society (FES)

American Society of Civil Engineers (ASCE)

National Society of Professional Engineers (NSPE)

National Association of Environmental Professionals

Florida Association of Environmental Professionals

Congress for the New Urbanism

Seaside Institute

Resume

Urban Infill Corporation

Pensacola, Florida

President

July 2006 to Present

Recent Building Projects:

4021 Azure Way, Pensacola, Florida – Preparation of bid, coordination with client, performed all project management duties associated with approximately 3,700 SF main house and detached 3-car garage with loft apartment (5950 sf of total area). All exterior walls constructed using Insulated Concrete Forms (ICF), siding consists of James Hardie Colorplus Lap Siding and Azek trim, and metal AG panel roofing. New porcelain tile, slate tile, glass tile, and hand-carved Armstrong wood flooring, custom cabinetry and built-ins, granite counter tops, tray ceilings, impact resistant doors and windows, home automation and security system, natural gas fireplace, Kohler plumbing fixtures, Rennai Tankless Hotwater heaters, Rocky Mountain door hardware, Carrier HVAC systems, Stand-by Generator with automatic transfer switch, Trex porch decking, Harmony no VOC paint, and Insul-Soy Spray Foam insulation.

2732 Sunrunner Lane, Gulf Breeze, Florida – Preparation of bid, coordination with client, performed all project management duties associated with approximately 700 SF addition to an existing single family home. The addition consists of an elevated slab with 2x6 exterior stud wall construction. Stained concrete and bamboo flooring, new impact resistant windows, new HVAC system, new recessed lighting, new custom shoe closet, new slate tile walk-in shower with three (3) shower heads, new bar and cabinetry with Shirestone Counter tops and a 110-gallon aquarium, pine tongue and groove coffered ceilings, and home entertainment system. This home also included an Argentinean “Parilla” (barbeque) constructed from reinforced block with a dry stacked stone and stucco veneer, and lined with fire-brick in a herringbone pattern.

437 Creary Street, Pensacola, Florida – Preparation of bid, coordination with client, performed all project management duties associated with approximately 900 SF house built upon concrete block pilings. All exterior walls constructed using 2x6 studs, siding consists of James Hardie lap siding with Myratek trim, roofing is metal AG panel. New Brazilian Taurai flooring, pine tongue and groove ceilings and soffits, Trex porch decking, Paloma Tankless hotwater heater, impact resistant doors and windows, natural gas fireplace, custom built-in cabinetry and office desk, and radiant barrier roof decking.

Disaster Recovery, Baton Rouge, Louisiana – Recovery services included coordination with Insurance Adjusters and Insurance Companies, review of

Resume

existing insurance policies, preparation of new adjustments, mobilization and setup of work crews from Florida in disaster area, project management of multiple houses requiring structural repair, new roofing, interior demolition, new drywall and paint, and privacy fencing.

Old East King Cottages, City of Pensacola, Florida, President - Setup, organization and management of business. Coordinate all aspects of accounting, financial planning, marketing, sales, property management, proposals, contracts, presentations and general operations.

Project consists of twelve (12) inner-city residential lots slated for affordable home construction. Three (3) homes have been completed and qualified for the Hurricane Housing Relief Program for first-time homebuyers earning between 80 and 120% of the areas average median income.

413 E. Lloyd Street, Pensacola, Florida– Construction of a 2-bedroom, 2.5-bath, single family home consisting of 1216 SF of living area and 192 SF of front porches. This two-story home was constructed off-grade, and has 2x4 exterior walls clad with James Hardie lap and panel siding and an asphalt shingle roof. Work included all project management duties.

415 E. Lloyd Street, Pensacola, Florida – Construction of a 2-bedroom, 2.5-bath, single family home consisting of 1216 SF of living area and 192 SF of front porches. This two-story home was constructed off-grade, and has 2x4 exterior walls clad with vinyl siding and an asphalt shingle roof. Work included all project management duties.

1213 N. Davis Street, Pensacola, Florida – Construction of a 3-bedroom, 2-bath single family home consisting of 1272 SF of living area and 240 SF of front porch. This one-story home was constructed off-grade, and has 2x4 exterior walls clad with vinyl siding and an asphalt shingle roof. Work included all project management duties.

Arrowhead Coastal Cottages, Escambia County, Florida, President - Setup, organization and management of business. Coordinate all aspects of accounting, financial planning, marketing, sales, property management, proposals, contracts, presentations and general operations.

Project consists of eighteen (18) residential lots slated for affordable home construction.

928 NW 16th Avenue, Gainesville, Florida – Renovation of an existing 1910 Folk Victorian multi-family home (3-one bedroom units). Work included replacing all plumbing supply and drain lines, all electrical wiring with three (3) new panels, three (3) new HVAC systems, refinish flooring, metal roof repair, interior and exterior paint, plaster wall repair, etc.

502 NW 15th Avenue, Gainesville, Florida – Renovation of an existing 1946 Craftsman Style home constructed of limestone boulders. Work included

Robert C. Vail, PE
CBC1256598

PO Box 4387
Pensacola, FL 32507
(850) 457-4706

Email: urbaninfill@bellsouth.net

Resume

refinishing all four (4) bedroom floors, upgrading plumbing, electrical wiring and HVAC system for the main house. A complete tear-down and remodel of the kitchen was performed. Complete renovation of the two-story, two-unit mother-in-law apartment. Work included all new plumbing, electrical wiring, HVAC systems, flooring, and replacement of an asbestos tiled roof.

609 North Spring Street, Pensacola, Florida – Renovation of an existing 1900 Folk Victorian duplex. Home was reconfigured to a single-family residential home. Work included upgrading plumbing, electrical wiring, HVAC, and flooring. One and a half baths were added to the home and walls (including load bearing) were modified to create a more modern floor plan.

Simpatico at Leeward Estates Phase I, LLC

Gainesville, Florida

President

January 2002 to June 2006

Projects:

Residential Subdivision, Leeward Subdivision, Escambia County, Florida, President – Setup, organization and management of business. Coordinate all aspects of accounting, financial planning, marketing, sales, property management, proposals, contracts, presentations and general operations.

Vail Engineering and Environmental, Inc.

Gainesville, Florida

Project Manager, Senior Engineer and President

September 2001 to Present

Projects:

Residential Subdivision, Leeward Subdivision, Escambia County, Florida, Project Manager - Development of a 42.34-acre subdivision in Pensacola, Florida. Prepared conceptual layouts and managed preparation of Master Plan, coordinated and managed surveyors, geotechnical and environmental consultants, attended pre-application meetings with Escambia County, prepared architectural standards, prepared homeowners association documents, and coordinated meetings with local home builders and realtors. Provided on-site construction observations in conjunction with prime and sub-contractor coordination. Construction included land clearing, earthwork, underground utility installation (sewer, water, stormwater, electrical, natural gas, cable and telephone cable), road construction, signage and striping, community pool and bath house construction, fencing and landscaping.

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Resume

Couch Ready Mix USA, Various Locations, Project Manager - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with the Department of Environmental Protection and governing municipalities.

Creative Environmental Solutions, Inc. (CES)

Gainesville, Florida

Project Manager/Senior Engineer/ Business Partner,

August 1997 to May 2003

Projects:

Residential Subdivision, Pearl Estates, Hernando County, Florida, Project Manager -Development of a 20-acre subdivision in Spring Hill, Florida. Prepared conceptual layouts and Master Plan, coordinated and managed surveyors, geotechnical and environmental consultants, performed presentations for the Planning and Zoning Board and the Board of County Commissioners, prepared construction drawings, prepared Conditional and Record Plats, and coordinated with utility agencies. Permits applications submitted to the Southwest Florida Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, Fish and Wildlife Service, Florida Water Services, Time Warner, Spring Hill Fire Department, and Hernando County.

Wetland Mitigation Bank Permitting, Cherry Creek Properties, Inc., Valdosta, Georgia, Senior Engineer - Development of a Wetland Mitigation Banking Instrument for a 600 acre wetland bank along the Withlacoochee River. Performed wetland assessments, design of wetland restoration areas including the restoration of a black-water creek system, storm water and stream modeling, wildlife assessments and report preparation. Banking instrument was submitted to the USACOE (Savannah District), USFWS, USEPA and Georgia EPD.

Wetland Mitigation Bank Permitting, Wachovia Bank N.A., F&W Forestry, Services, Inc., Clay County, Florida, Senior Engineer - Development of a wetland mitigation bank feasibility Study for a proposed 2900 acre wetland bank adjacent to Greens and Rice Creeks in southern Clay County. Performed wetland assessments, design of wetland restoration areas including the restoration of a hardwood wetlands, storm water modeling, wildlife assessments and report preparation. Banking instrument was submitted to the USACOE (Jacksonville District), USFWS, USEPA and St. Johns River Water Management District.

Resume

Wetland Mitigation Bank Permitting, Richardson's Dairy, Baker County, Florida, Senior Engineer - Development of a wetland mitigation feasibility study for a proposed 640 acre wetland bank adjacent to the Nassau River in Baker County. Performed wetland assessments, design of wetland restoration areas including the restoration of a hardwood wetlands, storm water modeling, wildlife assessments and report preparation. Banking instrument was submitted to the USACOE (Jacksonville District), USFWS, USEPA and St. Johns River Water Management District.

Industrial Waste Water Systems Design, State of Florida, Tarmac America, Inc., Project Manager/Engineer - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stonnwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with various agencies including the Department of Environmental Protection and governing municipalities.

Industrial Waste Water Systems Design, Northwest Florida, Couch Ready-Mix USA., Project Manager/Engineer - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with the Department of Environmental Protection and governing municipalities.

Environmental Resource Permit and Stormwater and Industrial Wastewater Design, E.R. Jahna Industries, Inc., Cabbage Grove Mine (450 AC), Perry, Florida, Project Engineer - Developed and/or provided: Environmental Resource Permit Application, wetland mitigation plan, mining reclamation plan, stormwater system design, industrial wastewater system design, conservation easement language, surface and ground water sampling and analysis program, on- site construction management, BMP, Stormwater Pollution Prevention Plan (SWP3), and Spill Prevention, Control and Countermeasures Plan (SPCCP)

Environmental Resource Permit and Stormwater and Industrial Wastewater Design, Grubbs Construction, Lecanto Mine (148 AC), Lecanto, Florida, Project Engineer - Provided environmental resource application permit, conceptual mining reclamation plan, storm water and industrial waste water system design, and water quality monitoring and analysis program, and air quality permitting.

Industrial Waste Permitting at Concrete Batch Plants, CEMEX/Southdown, Inc., Central FL, Project Engineer - Provided environmental engineering design

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Resume

and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with various agencies including the Department of Environmental Protection and governing municipalities.

Industrial Waste Permitting at Concrete Batch Plants, Schwab Ready-Mix, Ft. Myers, Florida, Project Engineer - Provided environmental engineering design and permitting of industrial waste water treatment systems. Design included: site reconnaissance, sub-surface soil investigations, site plan layout and design, structural engineering, water resources engineering, stormwater engineering and watershed analysis. Provided on-site construction management, development of BMPs, development of final operation and maintenance manuals, and permitting with various agencies including the Department of Environmental Protection and governing municipalities.

Florida Rock and Sand Company, Inc., Concrete Batch Plants, Florida Keys, Project Engineer - CES was responsible for the design and permitting of a concrete batch plant. This also encompassed ground and surface water studies.

Cady Industries, Inc., Pearson, Georgia, Project Engineer - CES has completed several environmental projects for Cady including environmental compliance audits the development of a Storm Water Pollution Prevention Plan, Spill Control and Countermeasures Plan, engineering design for a new hazardous waste storage building, air permitting and NPDES industrial wastewater permitting through the Georgia EPD. Investigations included air sampling, surface water sampling and flow monitoring in the Alapaha basin.

City of Valdosta, Water Sewer, and Drainage Department, Wetland Permitting, Project Engineer – EAA/CES has been recently awarded a contract to provide the city with environmental permitting services for the construction of a 1.5 mile sewer access road in the Alapaha basin. The work will include wetland delineations, permit submittal to USACOE, development of a wetland mitigation plan and surveying.

Cone Constructors, Inc., Tampa, Florida, Project Engineer - CES provides Cone with a variety of environmental services including wetland delineations and permitting, groundwater/hydrogeological studies and sampling, surface water studies and sampling, environmental assessments and wildlife investigations.

OUR STORY

"Voyage is born in a city that was experiencing growth like never before." Our journey has just begun.

Page 4

MEET THE TEAM

Committed to bringing each client their best version of the Pensacola lifestyle; Meet our team.

Page 6

OUR PRODUCTS

Every industry has a product. Ours is a special brand of customer representation that is rooted in trust and authenticity. See why we are the best fit for you.

Page 9

VOYAGE REAL ESTATE



Company Profile



VOYAGE REAL ESTATE



ESTABLISHED
01.21.16

MISSION

To leave a legacy of genuine relationships, passion for our community, and knowledgeable, trustworthy agents committed to providing the best for our clients.

Your Journey
Starts Here

Your Journey Starts Here

04



OUR STORY

IT BEGINS IN 2016...

Voyage is born in a city that was experiencing growth like never before. Surrounding neighborhoods, places that had been forgotten and overlooked, were beginning to get attention again. Some neighborhoods, like Belmont-DeVilliers, had been fighting for a long time for revitalization. A neighborhood that had once been the epicenter of the city's musical and cultural heritage was reversing the impacts of suburban sprawl. Synergy amongst residents, business owners, and others in the community began to change the perception of the neighborhood from being an unsafe and undesirable part of the city to restoring the vibrant, vital, and diverse neighborhood that it once was.



"I believe in the Belmont-DeVilliers neighborhood, and I believe in the people who live and work here. So much so, that I chose to make the Belmont-DeVilliers neighborhood the headquarters for Voyage Real Estate."

-JOHN ELLIS



BUILDING COMMUNITY

Our company takes a principles-based approach to real estate, and our community, the neighborhoods we serve, are at the heart of that.



WWW.VOYAGEGULFCOAST.COM

OUR TEAM

**JOHN DAVID
ELLIS, JR.**



Owner & Broker

**JOHN
RICKMON**



broker + director of sales

**TRICIA
ANDERSON**



agent

**DAWN
ROMINE**



**SHERRY
RICHARDSON**



&

**THE ROMINE-
RICHARDSON TEAM**

agents

**PATRICK
FOLEY**



&

**VICKI
PAULCHEK**



TEAM PAULCHEK

agents

**KARLIE
TRULL**



marketing

OUR VISION + CORE VALUES

Voyage is a neighborhood Real Estate company in the greater Pensacola area with a strong commitment to honest relationships, clear knowledge of the local market, and dedication to ensuring straightforward transactions. The principle of "Highest and Best" guides our actions for our employees, our clients, and our community. We believe in Pensacola.

1

AUTHENTICITY

4

**HONEST
RELATIONSHIPS**

2

**ETHICAL
BEHAVIOR**

5

**COMMUNITY
CITIZENSHIP**

3

PROMOTING TRUST

6

HIGHEST + BEST

Your Journey Starts Here

08



OUR COMMITMENT

HIGHEST + BEST

While the concept of “Highest and Best” is fundamental in real estate and development, we extend its application to our community, our agents, and our clients.

COMMUNITY

Trust that their agents will advocate for policies that will result in the best quality of life for the people of our community.

AGENT

Being surrounded with a team of people who focus on building lasting relationships, practical knowledge, and personal growth.

CLIENT

Belief that they can depend on their agent to provide a smooth transaction, strong representation, & the ability to live the American dream.

Voyage Real Estate

OUR PRODUCTS

Our agents specialize in different locations and property types, and assist clients looking to buy, sell, and invest in residential, commercial, and ground-up development. Here’s a taste of some of our work.

NEIGHBORHOOD DEVELOPMENT



WWW.OLDEASTKINGCOTTAGES.COM

DOWNTOWN CONDOS



WWW.THEWARFIELDPENSACOLA.COM

BEACH GET-AWAYS



LAND + COMMERCIAL





OUR SALES | YEAR 1

Our goal at Voyage is to grow with the Pensacola community in a way that leaves a lasting impression, and stills hope and pride for future generations. In 2016 our company represented 46 sides and was responsible for over \$6.5 million dollars in transactions.

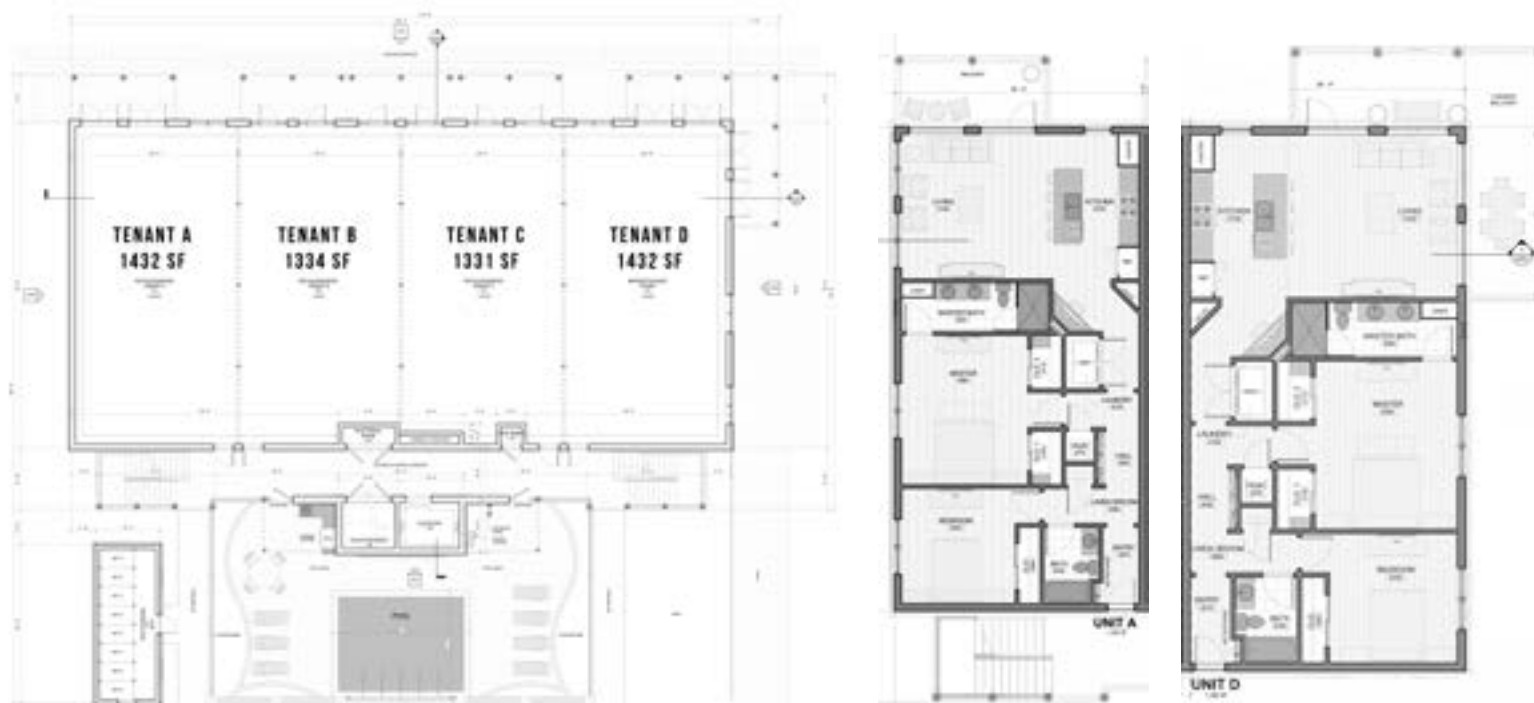
\$6,585,673.50

46 SIDES

CURRENT DEVELOPMENT

THE WARFIELD

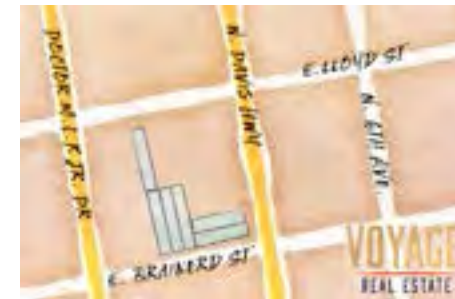
- Represents over 5 million dollars in residential sales and commercial leases
- Created a comprehensive marketing campaign to attract residential buyers and commercial tenants
- Coordinated communication between the developer, legal, and design teams



CURRENT DEVELOPMENT

OLD EAST KING COTTAGES

- Nearly 1 million dollars in residential sales
- Collaborated with local lenders to secure pre-sale financing
- Generated sales through social media marketing and personal meetings with the builder/developer.



Your Journey Starts Here

014

YOU WANT TO LEAVE A LEGACY

WE DO TOO





ADDRESS

Voyage Real Estate,
LLC
700 Belmont DeVilliers
St
Pensacola, FL
32501

ONLINE

Website
voyagegulfcoast.com

Social Media
[@voyagegulfcoast](https://www.instagram.com/voyagegulfcoast)
[@voyagesalesteam](https://www.instagram.com/voyagesalesteam)



EXHIBIT “C”



HORIZONTAL SCALE



(IN FEET)

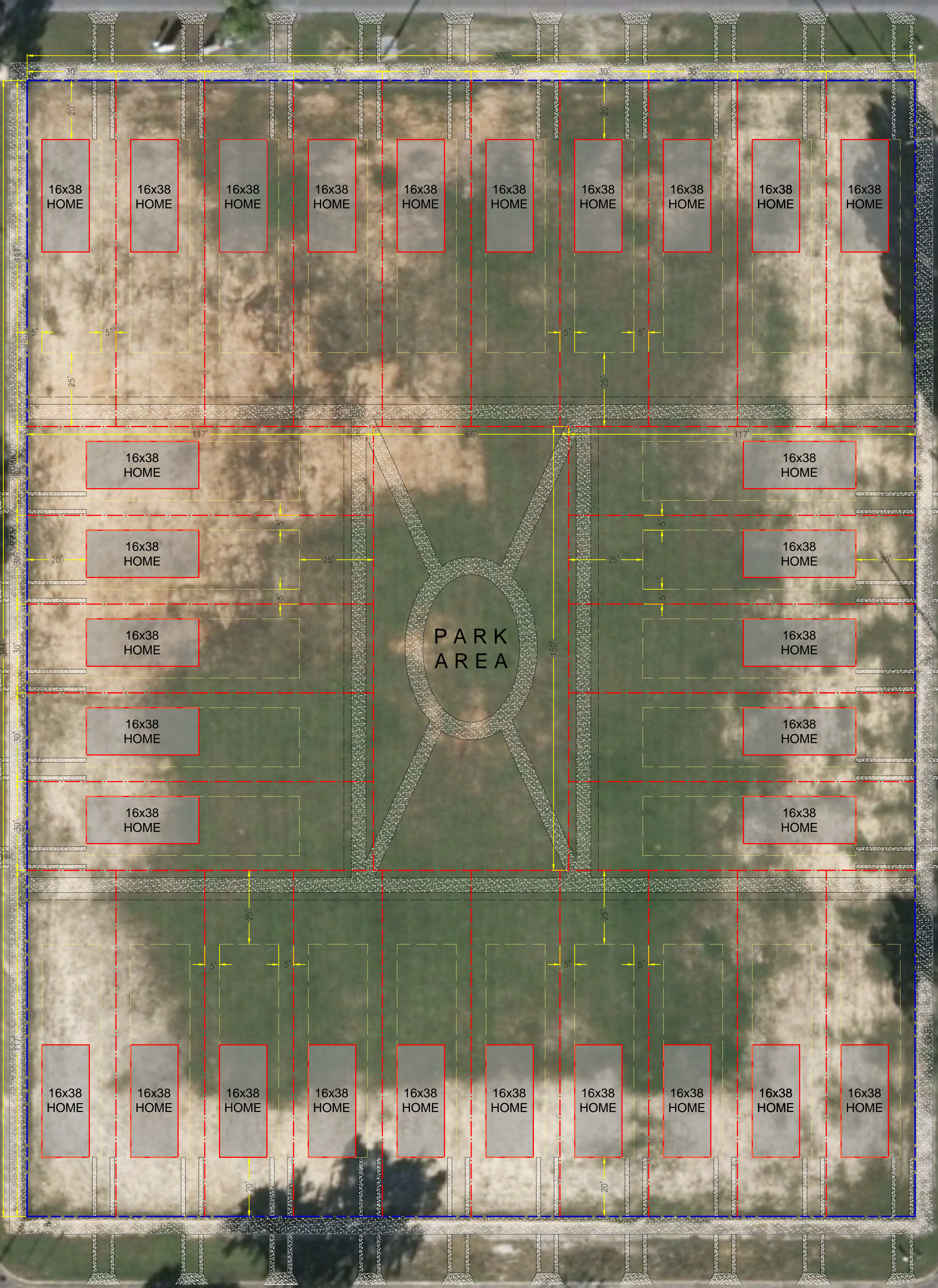
1 INCH = 20 FT.

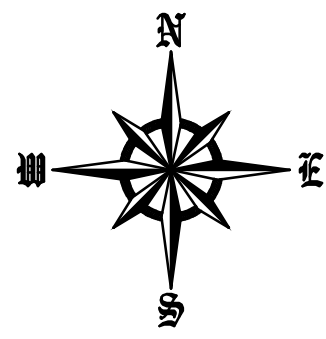
GREGORY ST

" D " ST

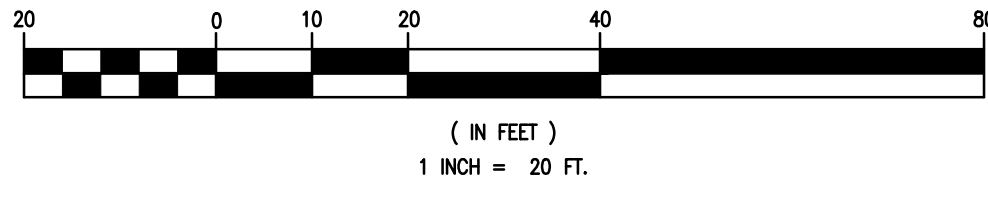
" C " ST

CHASE ST





HORIZONTAL SCALE



GREGORY ST

"D" ST

"C" ST

PARK
AREA

CHASE ST

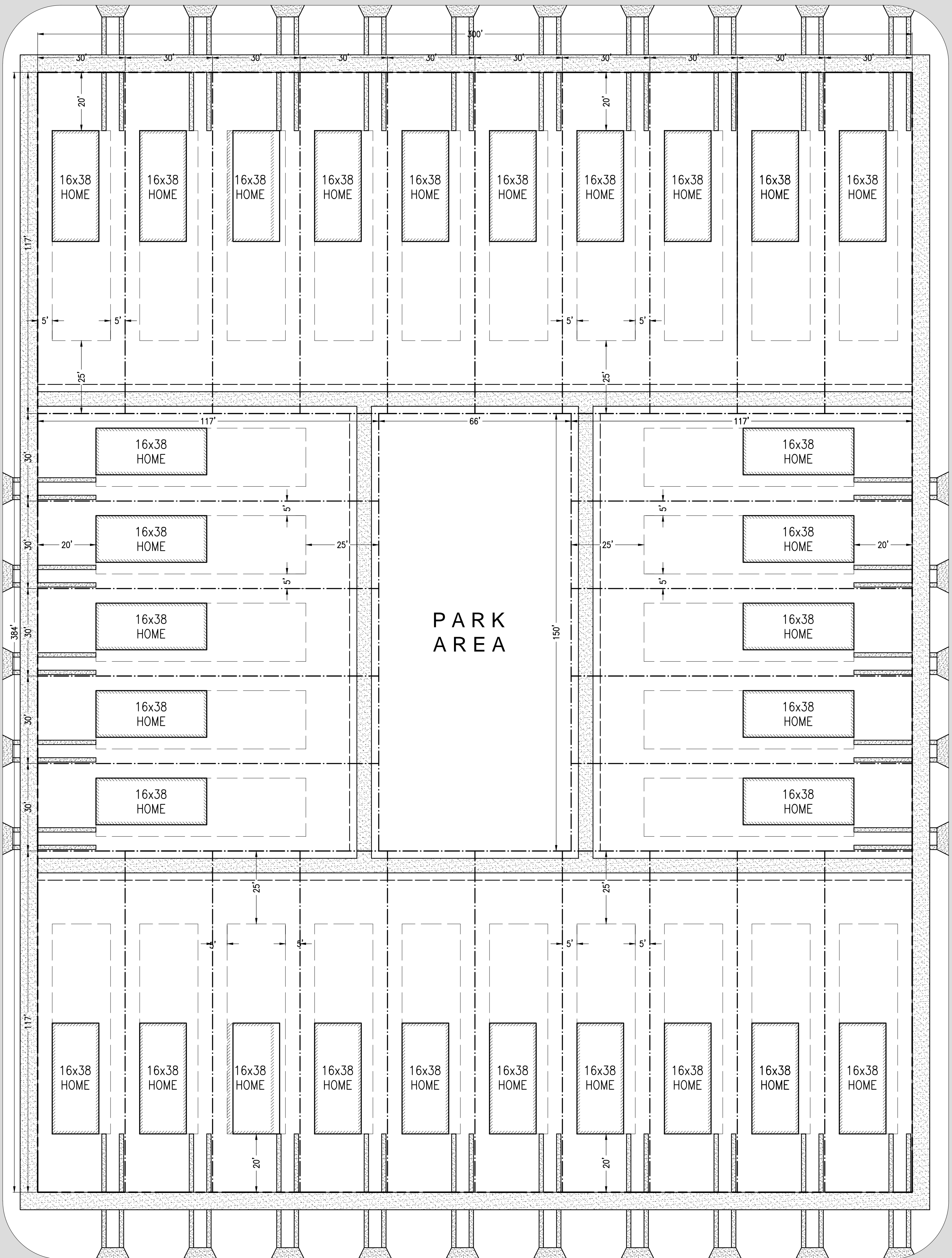
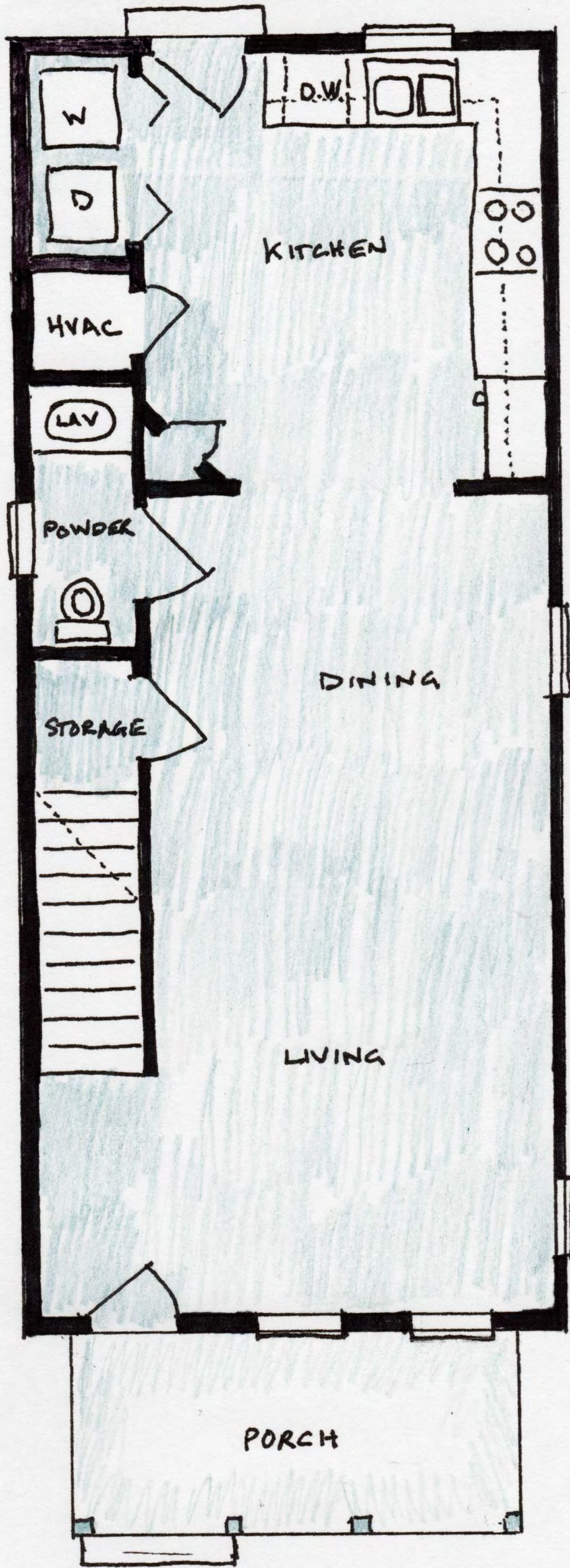
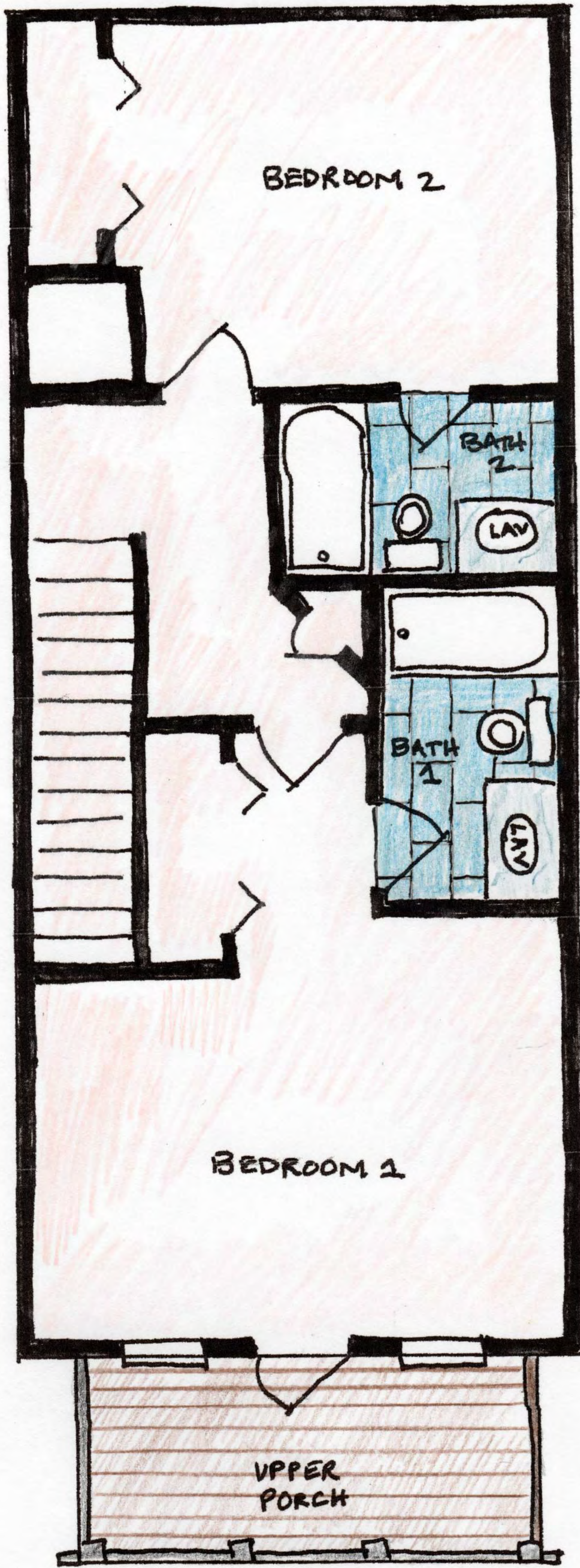




EXHIBIT “D”







THE COTTAGES AT FIVE POINTS

PRELIMINARY SPECIFICATIONS

Standard Features:

1216 SF of Living Area on two (2) floors
180 SF of double gallery front porches
2 Bedrooms, 2.5 Baths
150 MPH wind speed design
10' High ceilings on first level
Ceiling fans in bedrooms and living room
Stainless steel appliance package
30-year architectural shingle roofing
Cement fiber lap siding
Stained concrete flooring on first level, tile in bathrooms and carpet in bedrooms
All plywood cabinetry
Granite countertops
Wooden privacy fencing

Builder Allows the Following Client Selections:

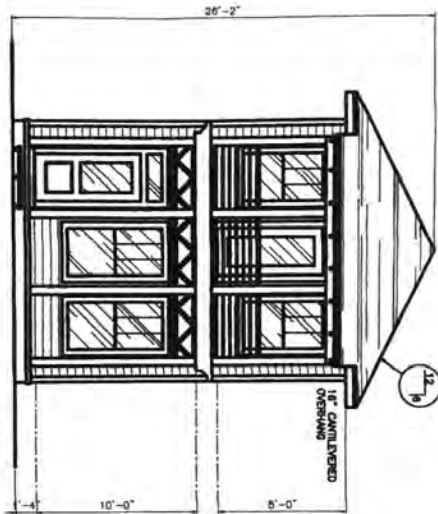
- Interior and exterior paint colors
- Carpeting, tile and stained concrete flooring colors
- Cabinet, Door, and hardware colors
- Interior door panel configuration

Available Custom Upgrade Options Include:

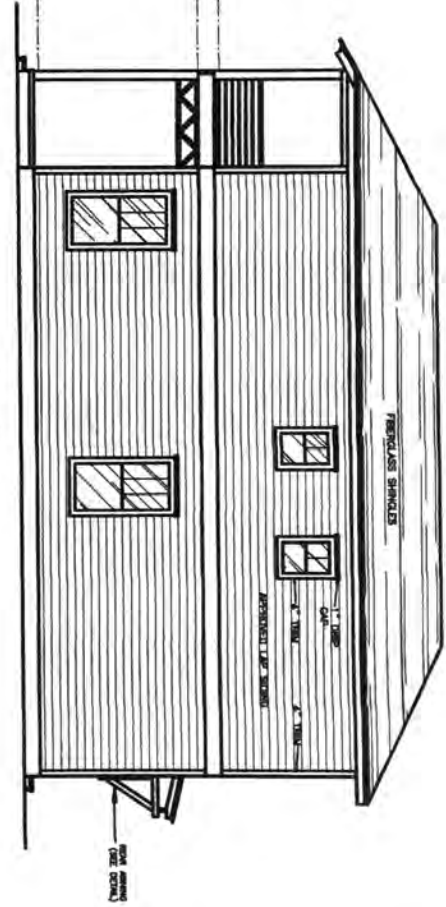
- Decorative wood interior staircase
- Impact resistant doors and windows
- Wood or tile flooring for first level
- Metal roofing
- Fireplace
- Spray foam insulation in attic
- Irrigation system

Base Price: \$199,000.00*

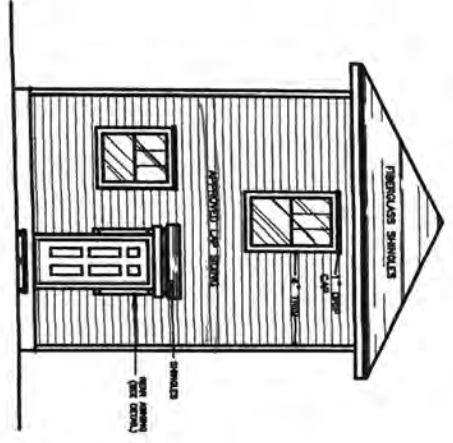
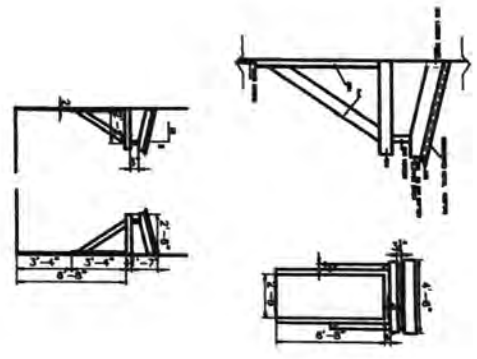
***-Does not include construction financing, but financing may be available for qualified buyers**



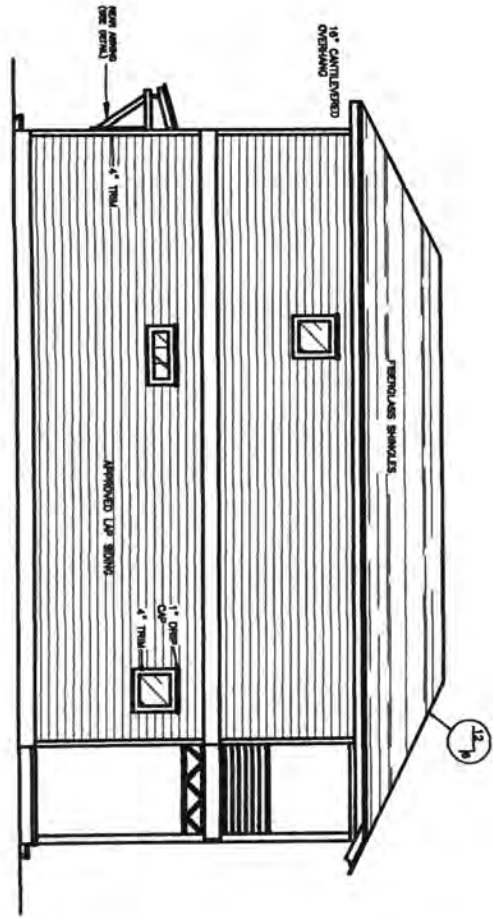
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



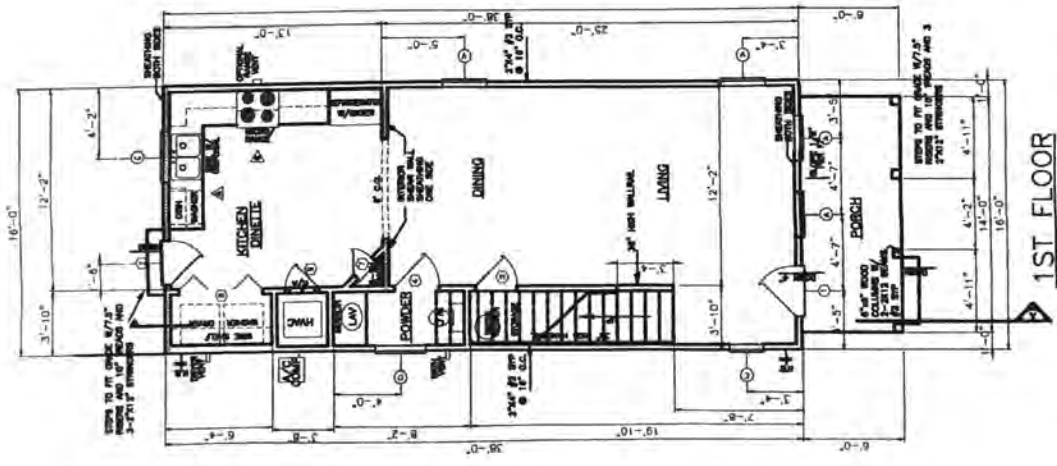
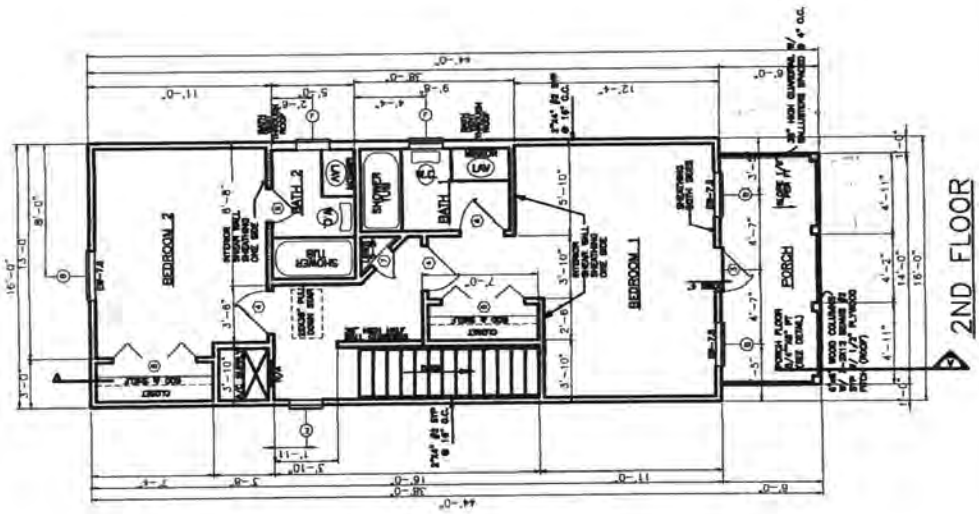
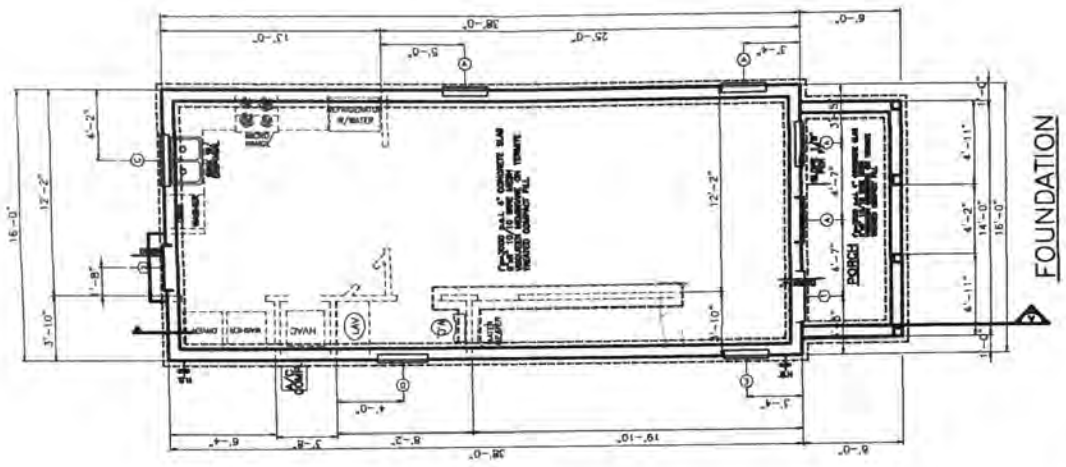
LEFT ELEVATION

Today's Homes of Northwest Florida, Inc.
 DESIGNER: JAMES C. BOZEMAN
 101 S. ALCANIZ ST., PENSACOLA, FL 32501
 (850)-432-3510 FAX: 434-2375

DRAWING NO.: JW-1234-N	DRAWN BY: JASON BALTIMORE	DATE: MARCH 2007
	SCALE: 1/4" = 1'	SHEET NUMBER: 2 OF 7

DESCRIPTION: ELEVATION VAIL
 © COPYRIGHT 1999 RIGHTS RESERVED. DO NOT REPRODUCE WITHOUT WRITTEN PERMISSION OF JAMES C. BOZEMAN, OF TODAY'S HOMES OF NORTHWEST FLORIDA, INC. VERIFY DIMENSIONS BEFORE CONSTRUCTION. DESIGNER IS NOT RESPONSIBLE FOR ANY CHANGES TO ORIGINAL DESIGNS.





ROOM	FLOOR	FINISHES	DOOR	WINDOW	CEILING	WALL	FLOOR	STAIR	ROOF	FOUNDATION
LIVING	1ST	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
DINING	1ST	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
KITCHEN	1ST	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
BATH 1	1ST	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
BATH 2	1ST	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
BEDROOM 1	2ND	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
BEDROOM 2	2ND	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
PORCH	1ST	TILE	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP	6'-0" X 8'-0" SLIP
NOTE: ALL WINDOWS MUST HAVE IMPACT GLASS. 1ST FLOOR LIVING 108 2ND FLOOR LIVING 108 TOTAL LIVING 216 1ST FLOOR PORCH 96 2ND FLOOR PORCH 96 TOTAL PORCH 192										



EXHIBIT “E”



ACTIVITY	DAYS	START	FINISH	2017												2018												2019					
				APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
PROJECT PROPOSAL REVIEW PROCESS	23	24APR17	24MAY17	[Red bar from APR to MAY]																													
PROPOSAL AWARD	1	25MAY17	25MAY17	[Red bar at MAY]																													
COMMUNITY FORUMS	60	26MAY17	18AUG17	[Red bar from MAY to AUG]																													
DUE DILIGENCE	90	26MAY17	29SEP17	[Red bar from MAY to SEP]																													
PRESALE/MARKETING START	30	21AUG17	29SEP17	[Red bar from AUG to SEP]																													
CONSTRUCTION PLANS SUBMIT FOR APPROVAL	30	21AUG17	29SEP17	[Green bar from AUG to SEP]																													
RESIDENTIAL SALES AND CLOSING PERIOD	120	02OCT17	20MAR18	[Red bar from OCT to MAR]																													
CONSTRUCTION	400	13NOV17	31MAY19	[Red bar from NOV to MAY]																													

Start date 24APR17
 Finish date 31MAY19
 Data date 24APR17
 Run date 22APR17
 Page number 1A
 © Primavera Systems, Inc.

Blount School Redevelopment

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



EXHIBIT “F”



EXHIBIT “G”





EXHIBIT “H”

No two homes are identical, which is why choosing a sales price or offer price for a home can be challenging. That's where the comparable market analysis, or CMA, can be useful.

What is a CMA?

The CMA is a side-by-side comparison of homes for sale and homes that have recently sold in the same neighborhood and price range. This information is further sorted by data fields such as single-family or condo, number of bedrooms, number of baths, postal codes, and many other factors. Its purpose is to show fair market value, based on what other buyers and sellers have determined through past sales, pending sales and homes recently put on the market.

How is the CMA created?

CMAs are generated by a computer program supplied by your real estate agent's multiple listing service (MLS). The MLS is available to licensed members only, including brokers, salespeople, and appraisers, who pay dues to gain access to the service's public and proprietary data, including tax roll information, sold transactions, and listings input by all cooperating MLS members.

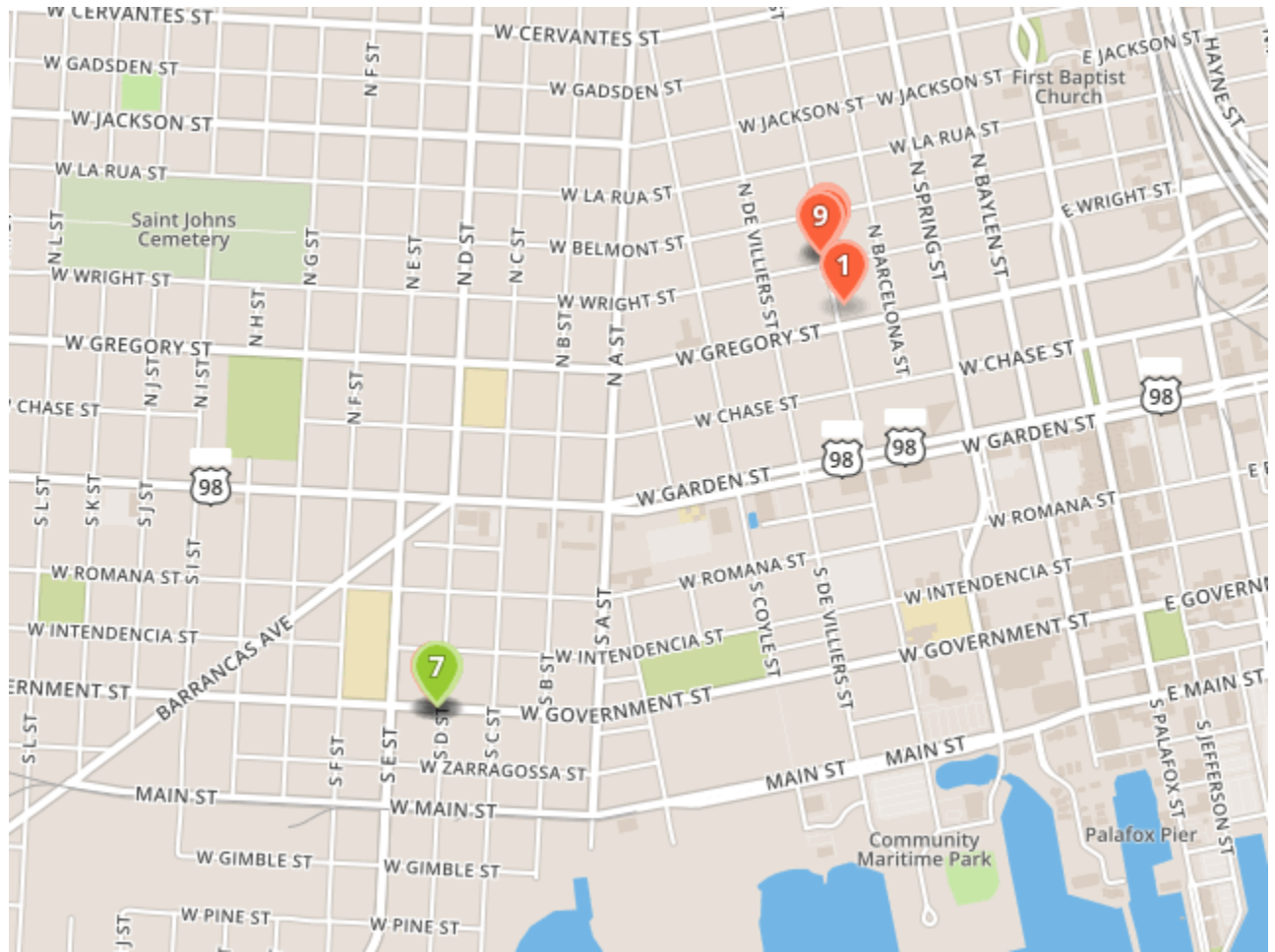
Listing agents generate CMAs for their sellers, and buyer's agents create them for their buyers so both sides know what current market conditions are for the homes they're interested in comparing.

How accurate are CMAs?

The CMA is a here-and-now snapshot of the market, based on the most recent data available, but it can instantly be rendered obsolete by a new listing, or a change of status in a home with the same criteria. Why? The market is constantly changing – new listings, pending sales, closed sales, price reductions, and expired listings.

CMAs can vary widely, depending on the knowledge and skill of the person inputting the search parameters to the software as well as the number and type of data fields that are chosen. That means some features may not be included.

As informative as the CMA is, it should only be used as a tool and should not substitute for your real estate professional's knowledge and advice.



	MLS #	Status	Address	Price
1	510338	S	230 N REUS ST	\$172,900
2	497799	S	327 N REUS ST	\$180,928
3	497800	S	323 N REUS ST	\$181,352
4	497013	S	331 N REUS ST	\$185,175
5	512822	S	1117 W GOVERNMENT ST	\$195,000
6	512623	A	1111 W GOVERNMENT ST	\$199,000
7	512833	A	1113 W GOVERNMENT ST	\$199,000
8	512832	A	1115 W GOVERNMENT ST	\$199,000
9	497801	S	319 N REUS ST	\$199,616

Status: S = Sold, A = Contingent, A = Active

Sold Listings

Address	Beds	Baths	YrBlt	SqFt	Lotsize	Price	Sold Price	Sold Date
230 N REUS ST	2	2.00	2017	1,040		\$172,900	\$172,900	3/7/17
327 N REUS ST	2	2.00	2016	1,040		\$180,928	\$180,928	8/22/16
323 N REUS ST	2	2.00	2016	1,040		\$181,352	\$181,352	8/22/16
331 N REUS ST	2	2.00	2016	1,040		\$185,175	\$185,175	9/15/16
1117 W GOVERNMENT ST	3	2.00	2017	1,219		\$195,000	\$195,000	4/21/17
319 N REUS ST	2	2.00	2016	1,040		\$199,616	\$199,616	8/22/16
Averages				1,069	0	\$173,417	\$185,829	

Active Listings

Address	Beds	Baths	YrBlt	SqFt	Lotsize	Price	Sold Price	Sold Date
1111 W GOVERNMENT ST	3	2.00	2017	1,219		\$199,000		
1113 W GOVERNMENT ST	3	2.00	2017	1,219		\$199,000		
1115 W GOVERNMENT ST	3	2.00	2017	1,219		\$199,000		
Averages				1,219	0	\$199,000		

S 230 N REUS ST, Pensacola

\$172,900

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

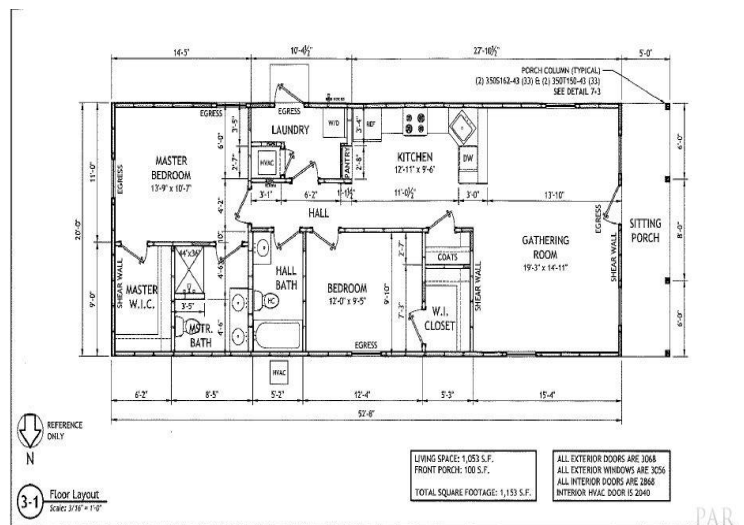
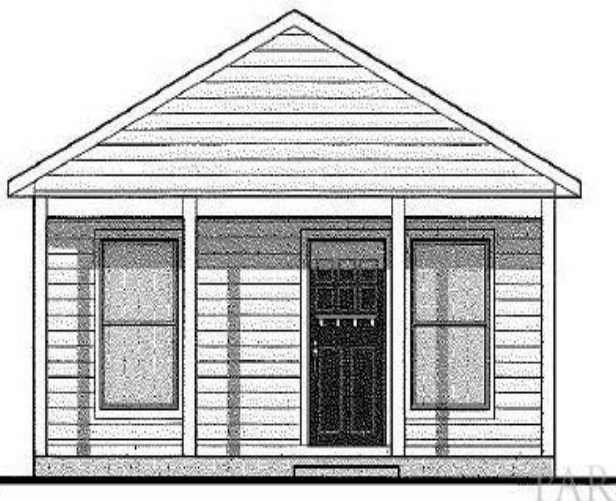
MLS#: 510338	Beds: 2	Sq Ft: 1,040	Sold Date: 3/7/17
Status: Sold	Baths: 2.00	Year Built: 2017	DOM: 78

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.2506

Remarks

Welcome to the "Best Little Cottage in Pensacola". Unique to the marketplace our homes are built using steel components for our wall and roof systems. These homes are Hurricane resistant, mold and mildew resistant, termite resistant and fire resistant. Home features fiberglass entry door, galvulume roofing, Hardi Plank Color Plus siding, Renai continuous hot water gas system, Kenmore stainless steel appliances, double pane vinyl insulated windows, laundry room with space for a stackable washer/dryer, large master bedroom walk in closet, ceiling fans in both bedrooms and living room, irrigation system and sodded yard.



PROPERTY DETAILS

MLS #497799

S 327 N REUS ST, Pensacola

\$180,928

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497799	Beds: 2	Sq Ft: 1,040	Sold Date: 8/22/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 136

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

John Rickmon | Voyage RE, LLC | goodcleanliving@gmail.com

PROPERTY DETAILS

MLS #497800

S 323 N REUS ST, Pensacola

\$181,352

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497800	Beds: 2	Sq Ft: 1,040	Sold Date: 8/22/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 136

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

John Rickmon | Voyage RE, LLC | goodcleanliving@gmail.com

S 331 N REUS ST, Pensacola

\$185,175

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497013	Beds: 2	Sq Ft: 1,040	Sold Date: 9/15/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 178

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



S 1117 W GOVERNMENT ST, Pensacola

\$195,000

Listing information

Courtesy of EXIT REALTY N. F. I.

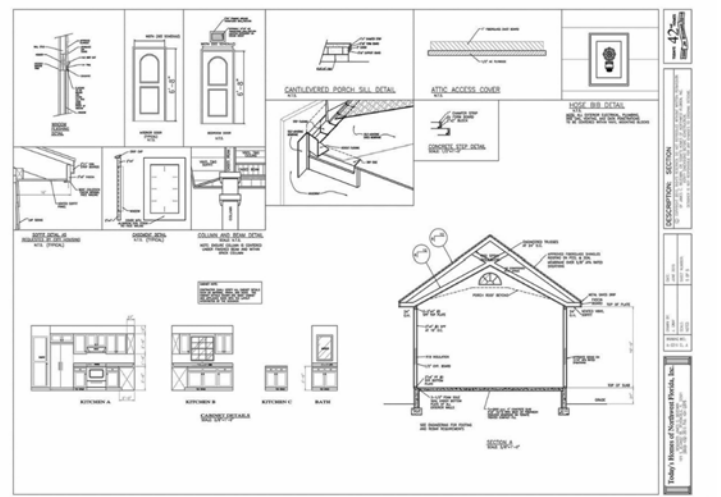
MLS#: 512822	Beds: 3	Sq Ft: 1,219	Sold Date: 4/21/17
Status: Sold	Baths: 2.00	Year Built: 2017	DOM: 70

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

Remarks

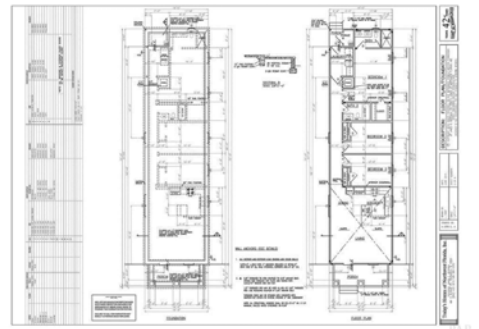
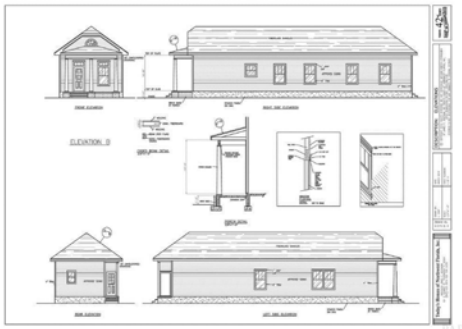
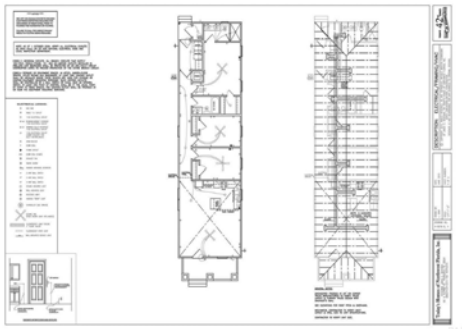
Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This house is total electric.



S

1117 W GOVERNMENT ST, Pensacola

\$195,000



A 1111 W GOVERNMENT ST, Pensacola

\$199,000

Listing information

Courtesy of EXIT REALTY N. F. I.

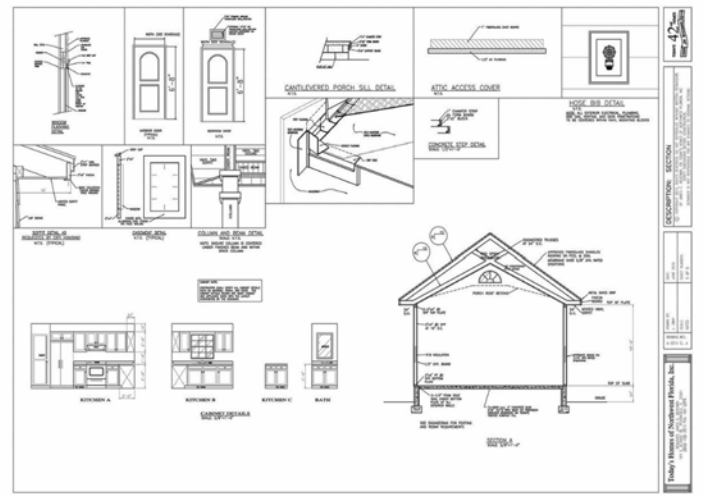
MLS#: 512623	Beds: 3	Sq Ft: 1,219	List Date: 2/9/17
Status: Contingent	Baths: 2.00	Year Built: 2017	DOM: 72

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

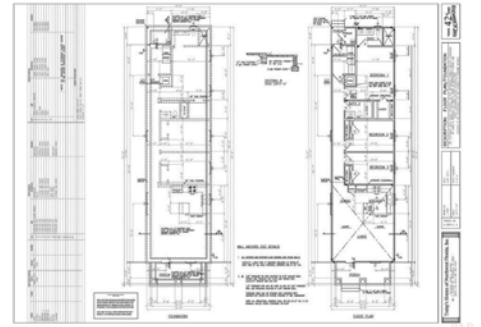
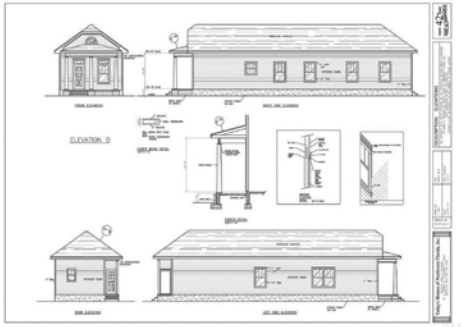
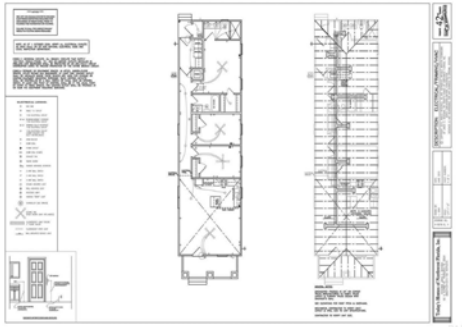
Remarks

Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This home is energy efficient and has gas appliance's including tank less hot water heater.



A 1111 W GOVERNMENT ST, Pensacola

\$199,000



A 1113 W GOVERNMENT ST, Pensacola

\$199,000

Listing information

Courtesy of EXIT REALTY N. F. I.

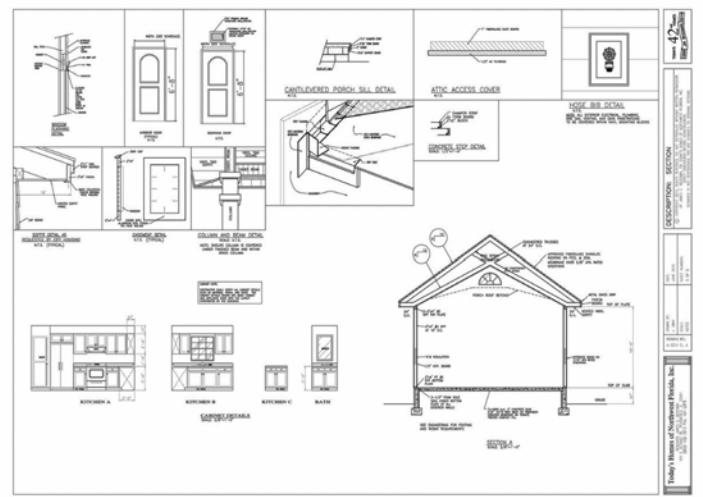
MLS#: 512833	Beds: 3	Sq Ft: 1,219	List Date: 2/10/17
Status: Active	Baths: 2.00	Year Built: 2017	DOM: 71

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

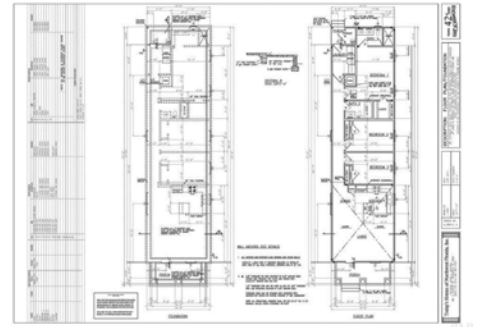
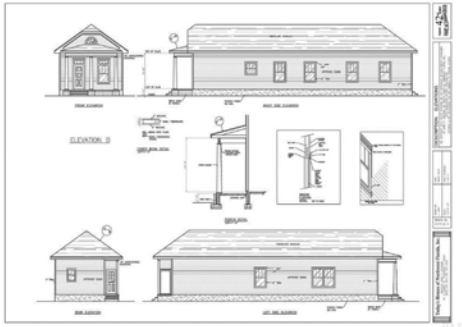
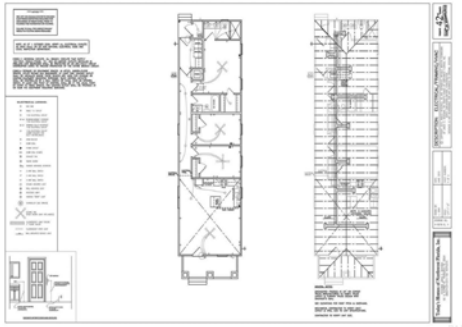
Remarks

Brand new affordable downtown living ! 2 blocks from Maritime Park and the newly developed Corrine Jones Park. Beautiful 3 bedroom 2 bath home with cathedral ceiling and recessed lighting and Granite counter tops with stainless steel appliances. The master bath has double vanity and tile walk in shower . This home is energy efficient and has gas appliance's including tank less hot water heater.



A 1113 W GOVERNMENT ST, Pensacola

\$199,000



A 1115 W GOVERNMENT ST, Pensacola

\$199,000

Listing information

Courtesy of EXIT REALTY N. F. I.

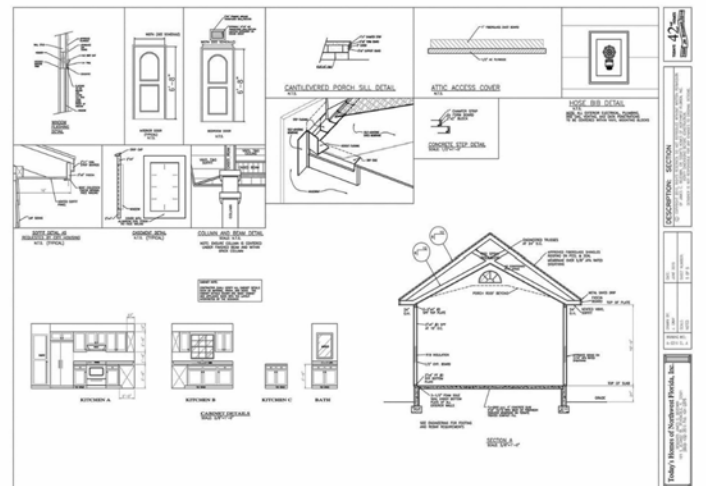
MLS#: 512832	Beds: 3	Sq Ft: 1,219	List Date: 2/10/17
Status: Contingent	Baths: 2.00	Year Built: 2017	DOM: 71

Features

Construction: FRAME **Exterior:** BACKYARD FENCE, PORCH **Interior:** CABLE AVAILABLE, CEILING FANS, HIGH SPEED INTERNET AVAIL, LAUNDRY INSIDE **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** CEILING FANS, DOUBLE PANE, INSULATED CEILINGS, INSULATED DOORS, INSULATED WALLS **Equipment:** NONE **Floor:** VINYL, W/W CARPET **Dining Room:** KITCHEN/DINING COMBO **Kitchen:** BUILT-IN MICROWAVE, DISHWASHER, DISPOSAL, ELECTRIC STOVE, GRANITE COUNTERTOPS **Pool:** NONE **Water Feat.:** NONE **WaterFront:** NONE **Water/Sewer:** PUBLIC SEWER, PUBLIC WATER **Roof:** COMPOSITE SHINGLE **Style:** COTTAGE **View:** NONE **Zoning:** RES SINGLE

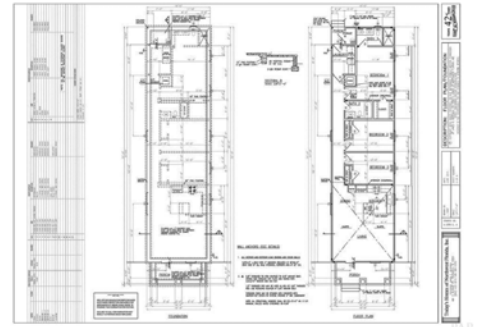
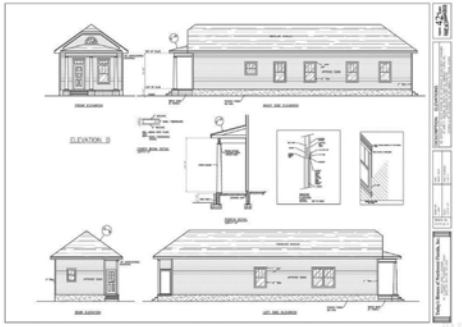
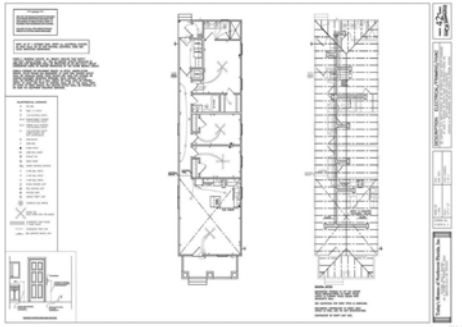
Remarks

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A 1115 W GOVERNMENT ST, Pensacola

\$199,000



PROPERTY DETAILS

MLS #497801

S 319 N REUS ST, Pensacola

\$199,616

Listing information

Courtesy of Berkshire Hathaway HomeServices PenFed Realty

MLS#: 497801	Beds: 2	Sq Ft: 1,040	Sold Date: 8/22/16
Status: Sold	Baths: 2.00	Year Built: 2016	DOM: 136

Features

Construction: STEEL **Cooling:** CENTRAL ELECTRIC **Heating:** CENTRAL ELECTRIC **Energy:** DOUBLE PANE **Equipment:** SMOKE DETECTOR **Floor:** SEE REMARKS **Dining Room:** LIVING/DINING COMBO **Kitchen:** DISHWASHER, REFRIGERATOR, SELF CLEAN OVEN **Pool:** NONE **Water/Sewer:** SEWER AVAILABLE **Roof:** METAL **Style:** COTTAGE **Zoning:** CITY **Acres:** 0.08

Remarks

Welcome to the "Best Little Cottage in Pensacola". This unique home was designed using new techniques for residential home construction. This home offers the following features not found in conventionally constructed homes. *Fiberglass Entry Door *Steel Wall and Roof Construction *Metal "Energy Saver" Roof by Union Corrugating Company Co. Hardi Plank Exterior Siding, Interior Wall finish is Georgia Pacific Marsh Plus Mold and Fire resistant. *Double Pain Vinyl 1/1 Insulated Windows *Luxury Vinyl Plank Flooring. Fire and Mold Resistant. *Tough Rock All Wood shaker style kitchen cabinets, 10 years warranty, laminate tops *Tankless Water Heater *House is Hurricane Resistant - withstands winds up to 160 MPH *House is Fire, Mold and Termite Resistant *Kitchen has large pantry and Kenmore Stainless Steel Appliances: Free standing Electric Range 1.6 CuFt Over-the-range Microwave Hood Dishwas...



Information is deemed reliable but not guaranteed.

Source: PAOR

John Rickmon | Voyage RE, LLC | goodcleanliving@gmail.com

Sold Listings

Number of listings	6
Lowest price	\$172,900
Average price	\$185,829
Highest price	\$199,616
Avg price per sqft	\$174
Avg DOM	122



Active Listings

Number of listings	3
Lowest price	\$199,000
Average price	\$199,000
Highest price	\$199,000
Avg price per sqft	\$163
Avg DOM	71



Sold Listings

Address	Sold Date	Sold Price	Zestimate	Difference
230 N REUS ST	3/7/17	\$172,900		
327 N REUS ST	8/22/16	\$180,928	\$83,267	-54.0%
323 N REUS ST	8/22/16	\$181,352	\$113,590	-37.4%
331 N REUS ST	9/15/16	\$185,175		
1117 W GOVERNMENT ST	4/21/17	\$195,000		
319 N REUS ST	8/22/16	\$199,616	\$108,064	-45.9%

Active Listings

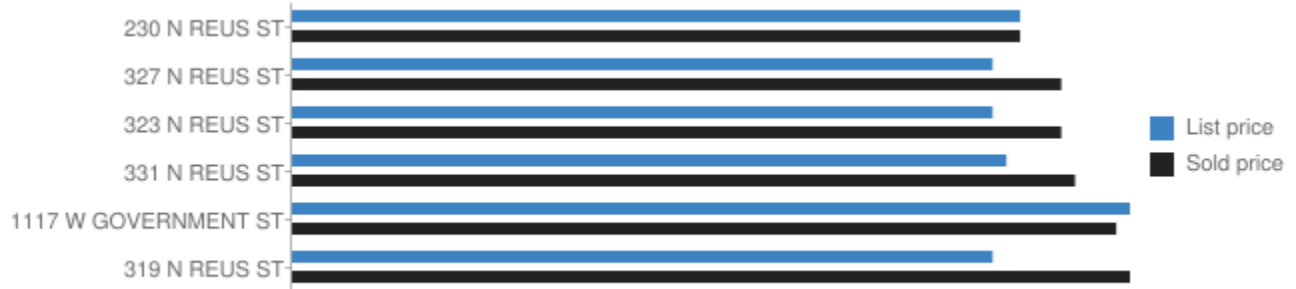
Address	Price	Zestimate	Difference
1111 W GOVERNMENT ST	\$199,000		
1113 W GOVERNMENT ST	\$199,000	\$113,659	-42.9%
1115 W GOVERNMENT ST	\$199,000		

Source: PAOR



SOLD PROPERTY ANALYSIS

ANALYSIS



Address	List Price	Sold Price	% of List Price	DOM	\$ per Sqft
230 N REUS ST	\$172,900	\$172,900	100.0%	78	\$166
327 N REUS ST	\$166,900	\$180,928	108.4%	136	\$174
323 N REUS ST	\$166,900	\$181,352	108.7%	136	\$174
331 N REUS ST	\$167,900	\$185,175	110.3%	178	\$178
1117 W GOVERNMENT ST	\$199,000	\$195,000	98.0%	70	\$160
319 N REUS ST	\$166,900	\$199,616	119.6%	136	\$192
Sold Averages	\$173,417	\$185,829	107.2%	122	\$174



EXHIBIT “I”



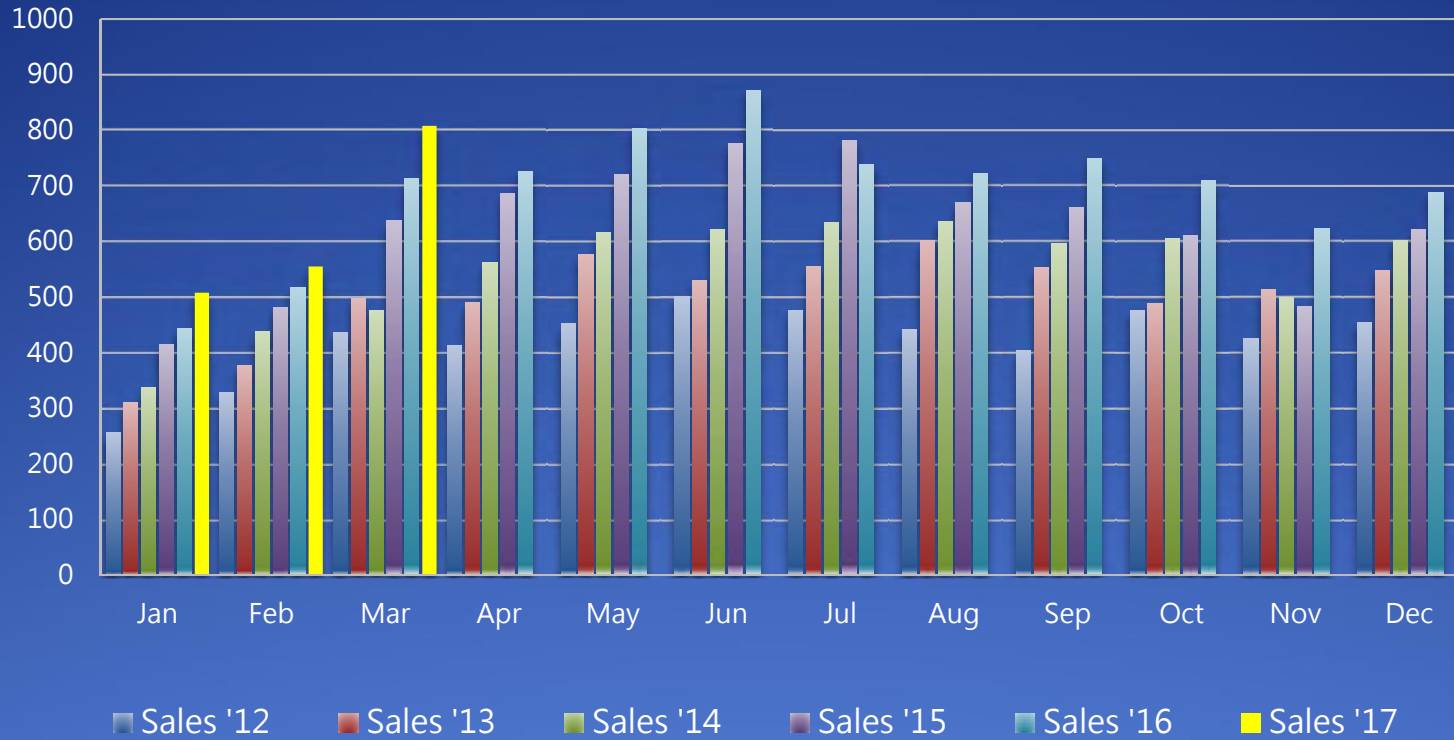
PAR Market Snapshot 04.17.17

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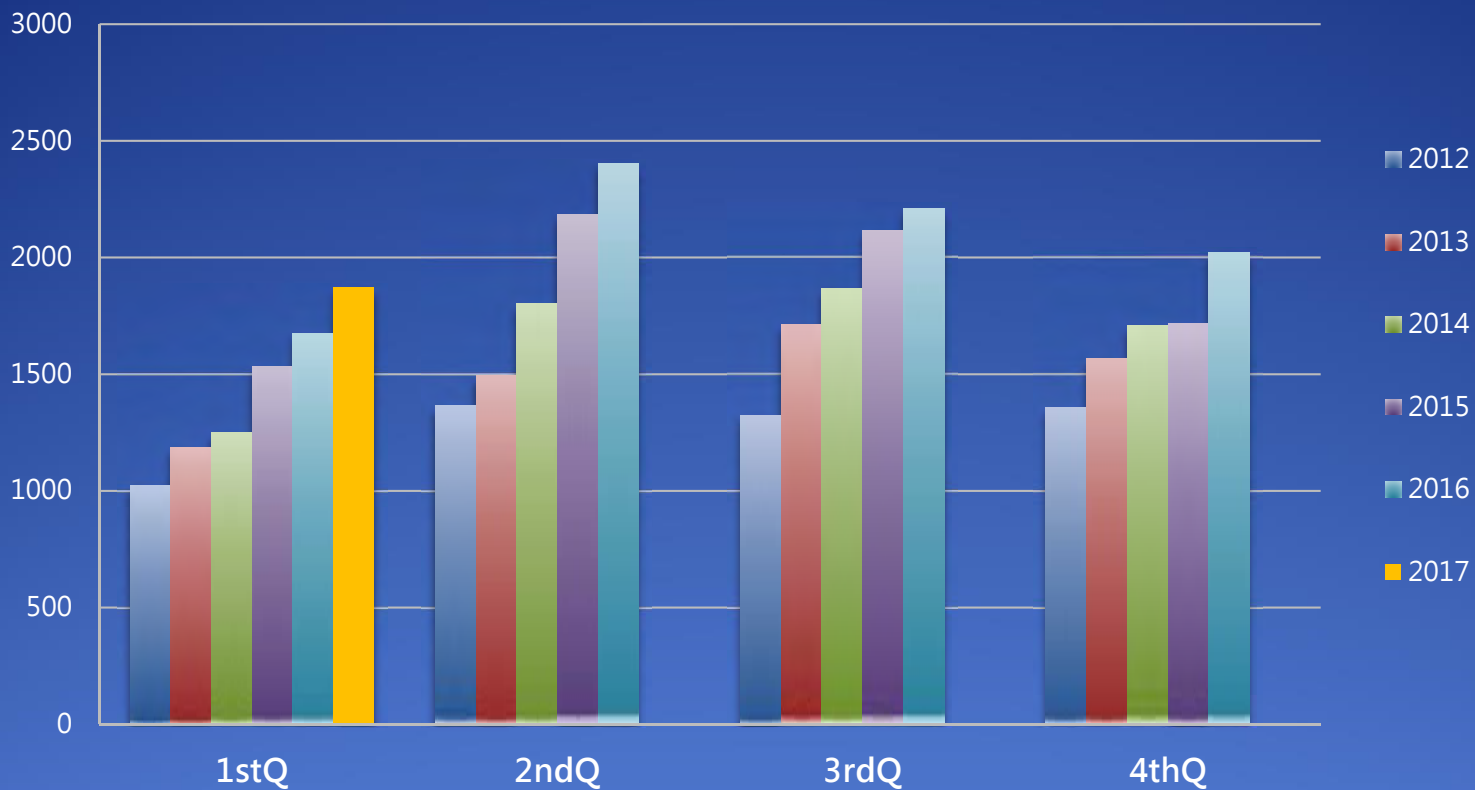
March Market Highlights

- March sales were up 46% over February and 12% ahead of the same month in 2016.
- 1st Quarter sales outpaced the same period last year by 12%
- Median sales price for March jumped to \$172K.
- Sales increased across all price ranges, with the biggest gain in the \$160K - \$199 range.
- Irrespective of the banner month in sales, Single Family inventory actually grew modestly across all price ranges.
- Distressed listings now account for just 3 % of total inventory.

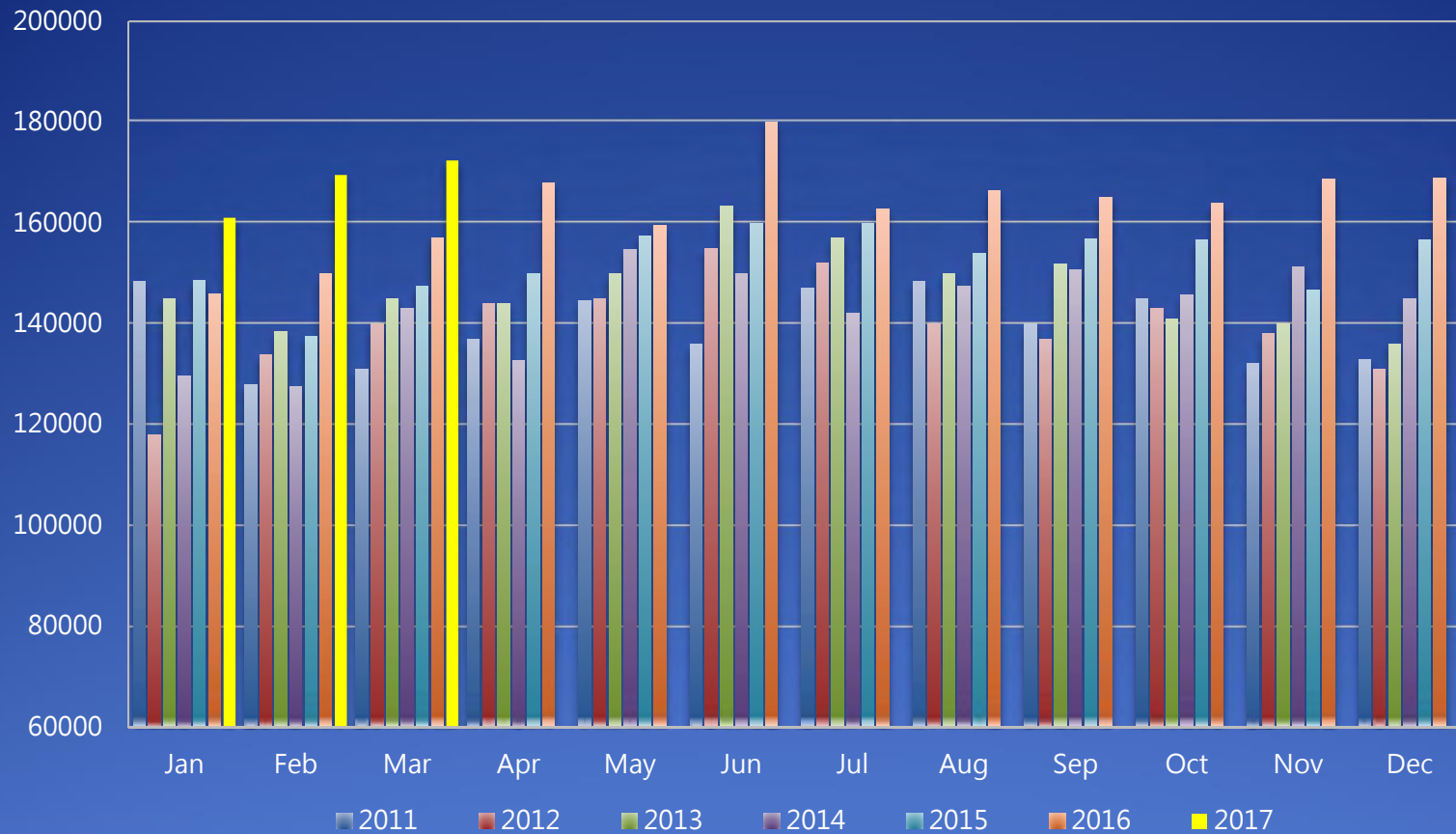
Monthly Sales 2012 - 2017



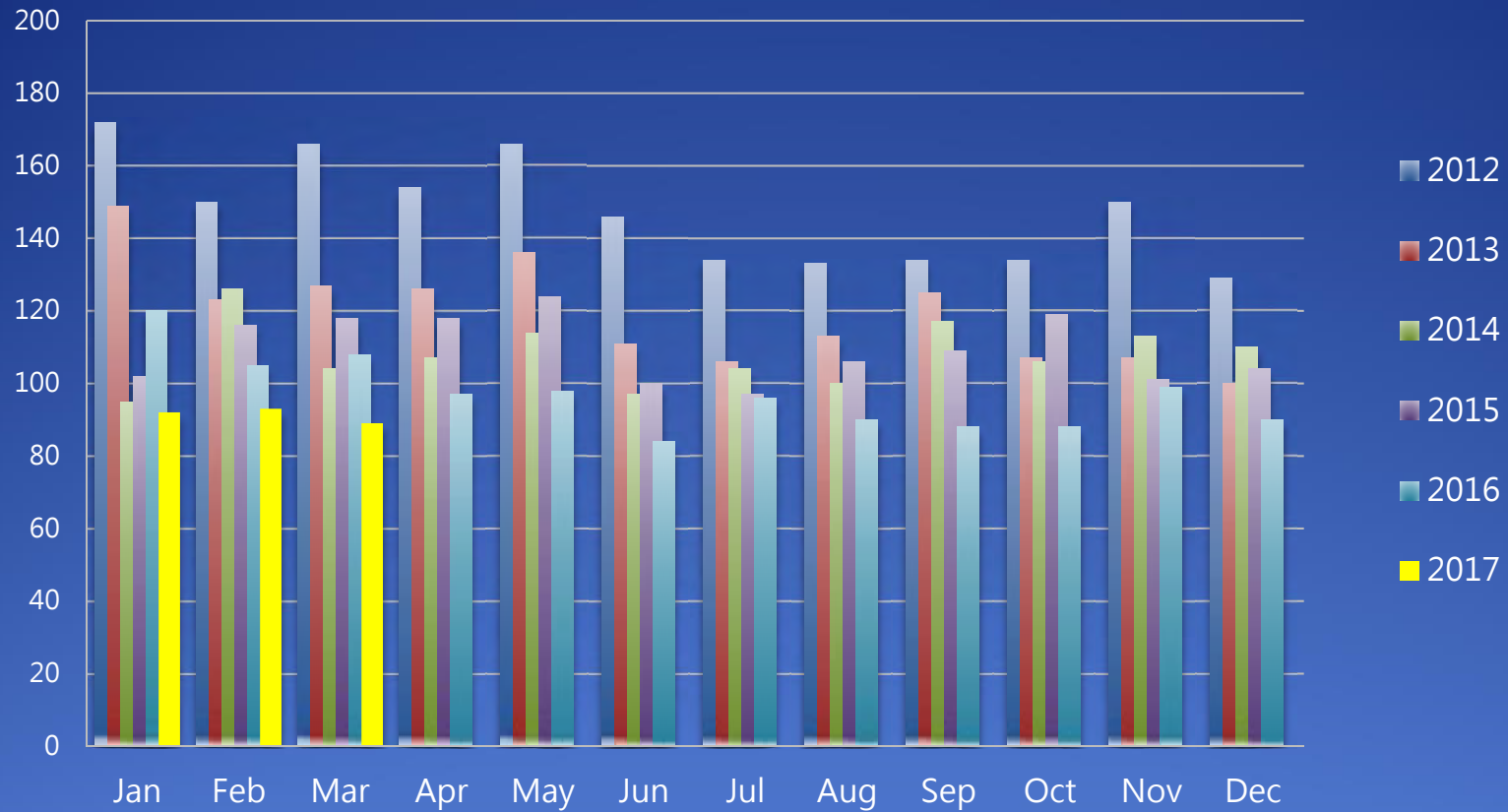
Quarterly Sales 2012 - 2017



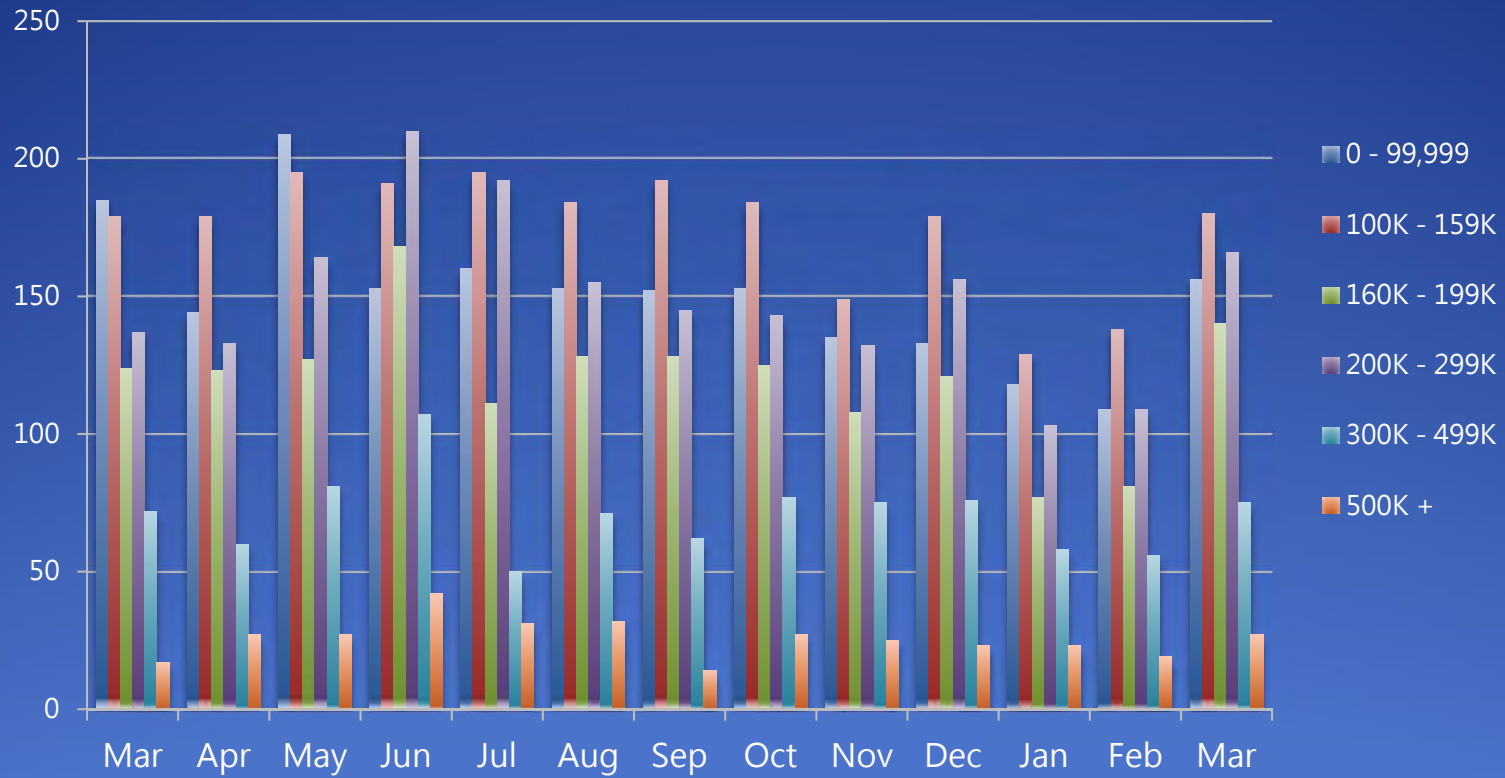
Median Sale Price



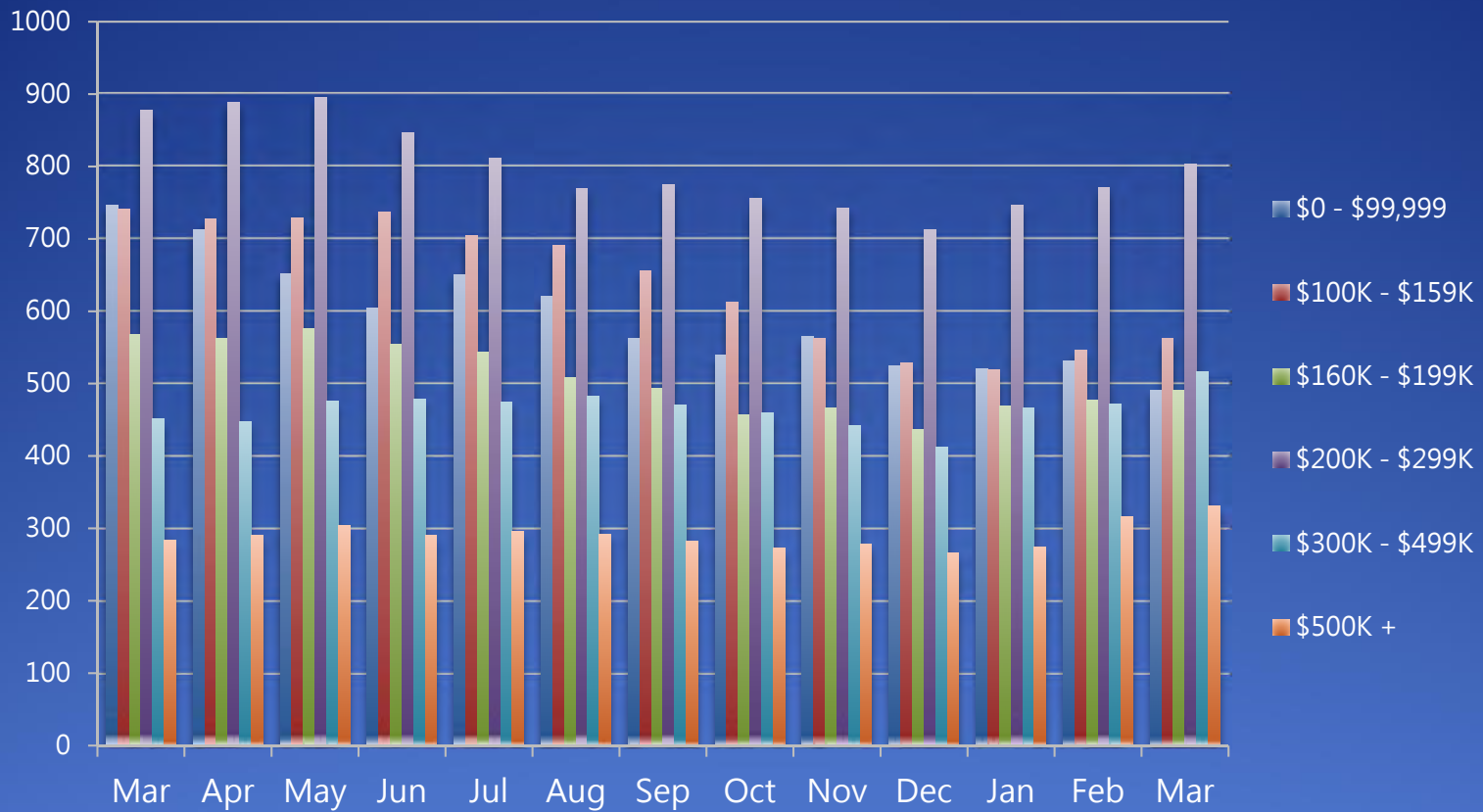
Avg. Days on Market 2012 - 2017



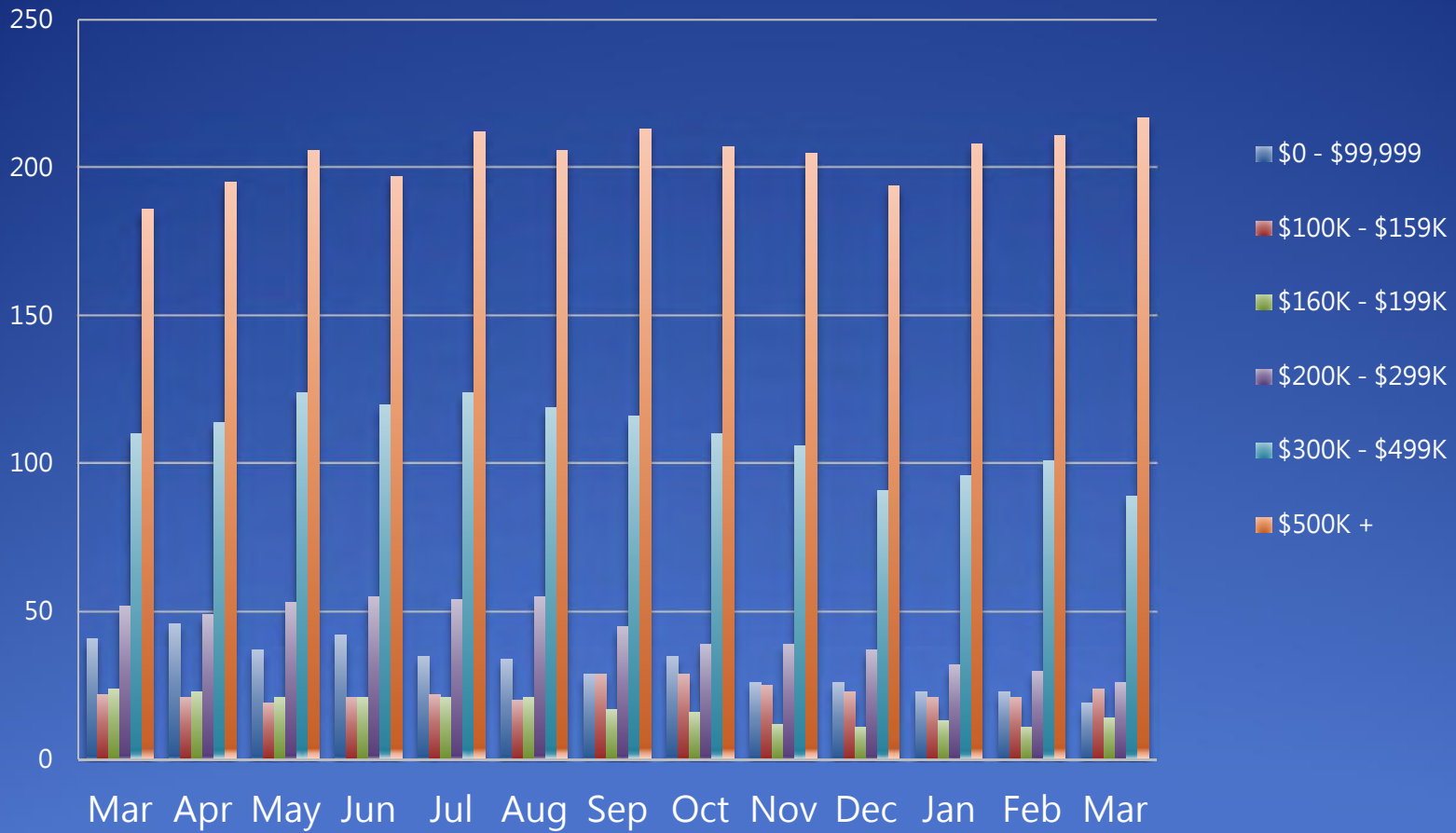
Sales by Price Range
 Mar '16- Mar '17
 (Residential & Condo)



Single Family Inventory by Price - 2016/17

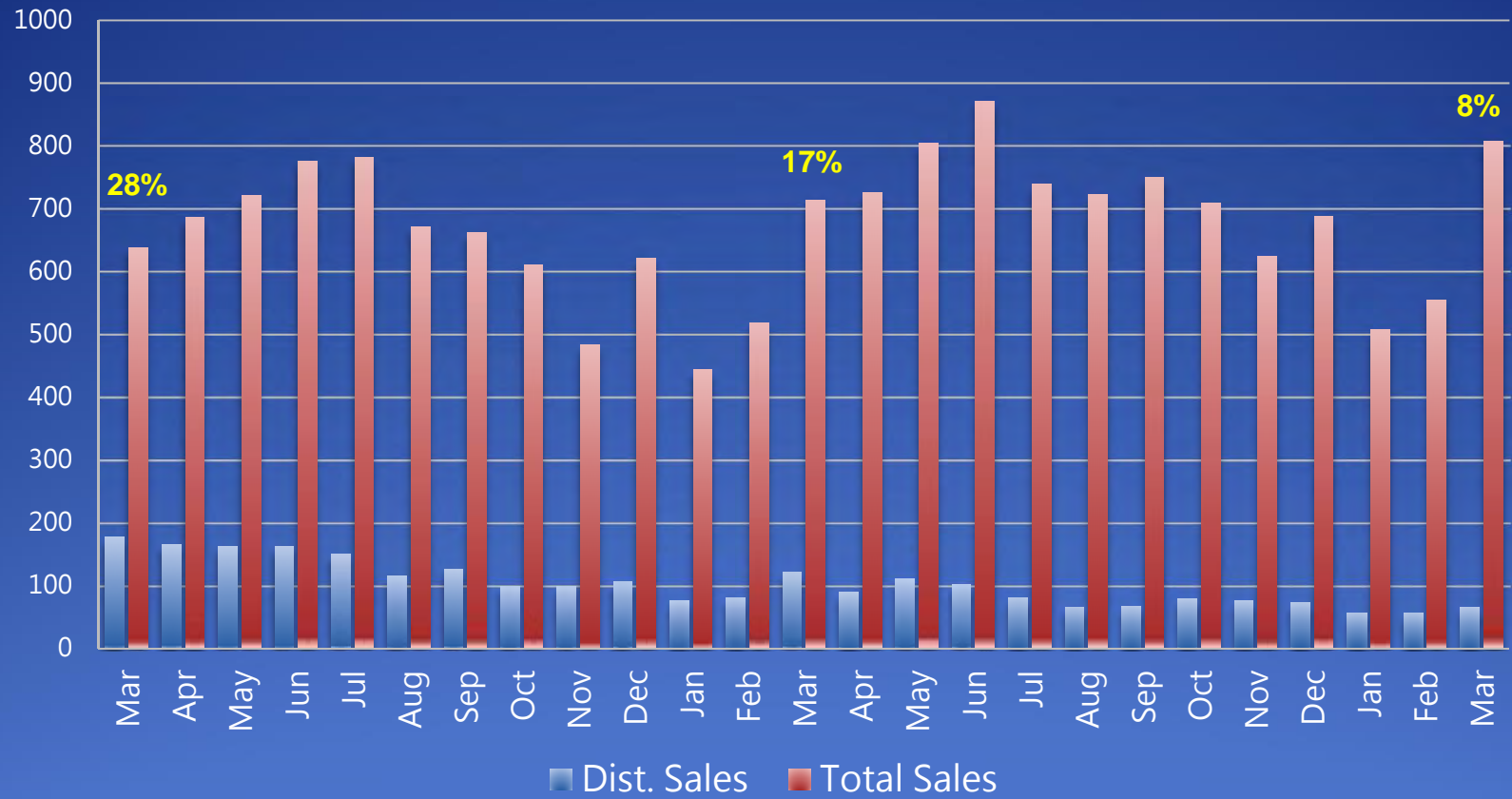


Condo Inventory by Price Mar '16 - Mar '17



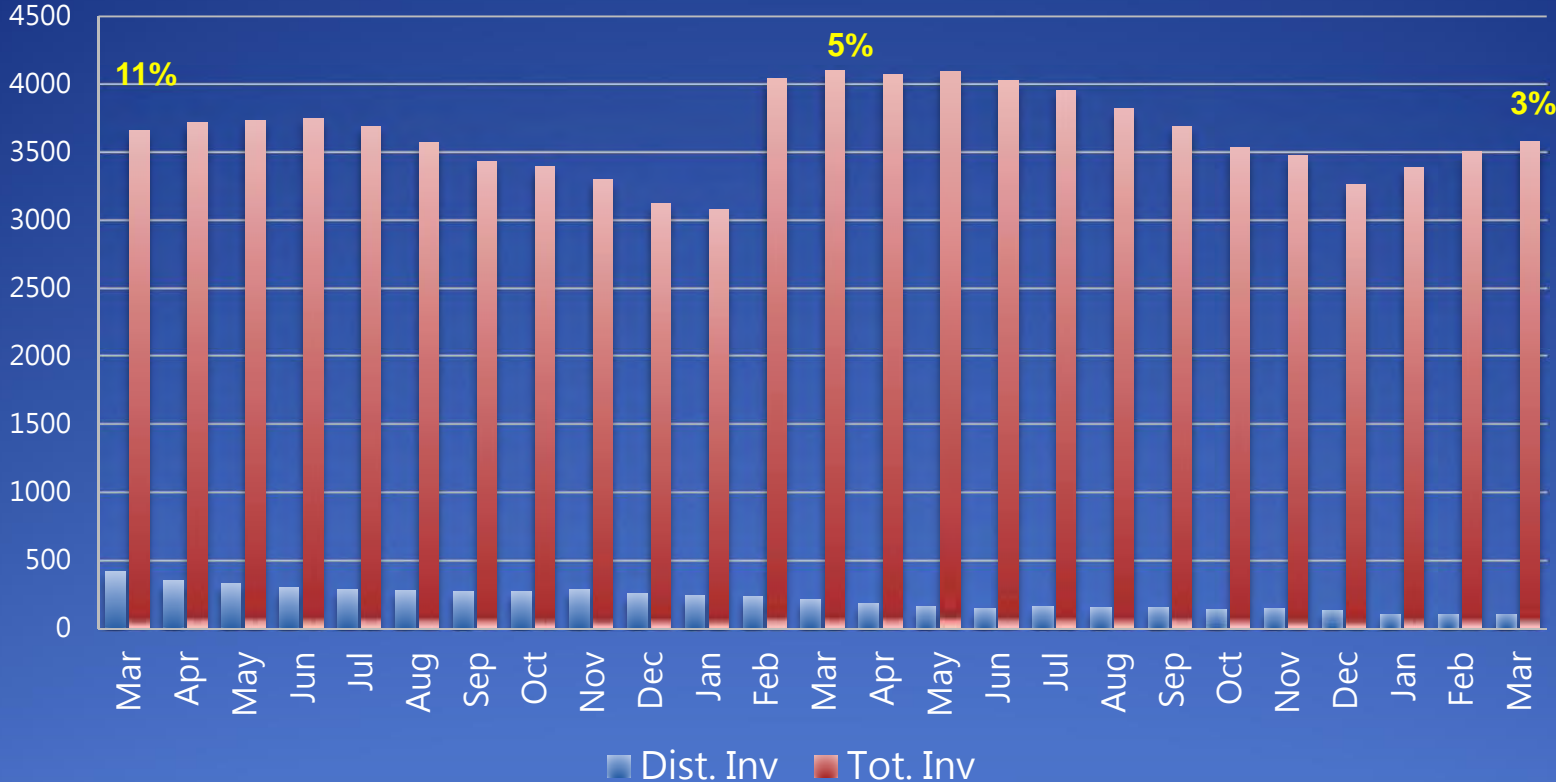
Distressed vrs. Total Sales

Mar '15 - Mar '17



Distressed vrs. Total Inventory

Mar '15 - Mar '17



Distressed Inventory Profile

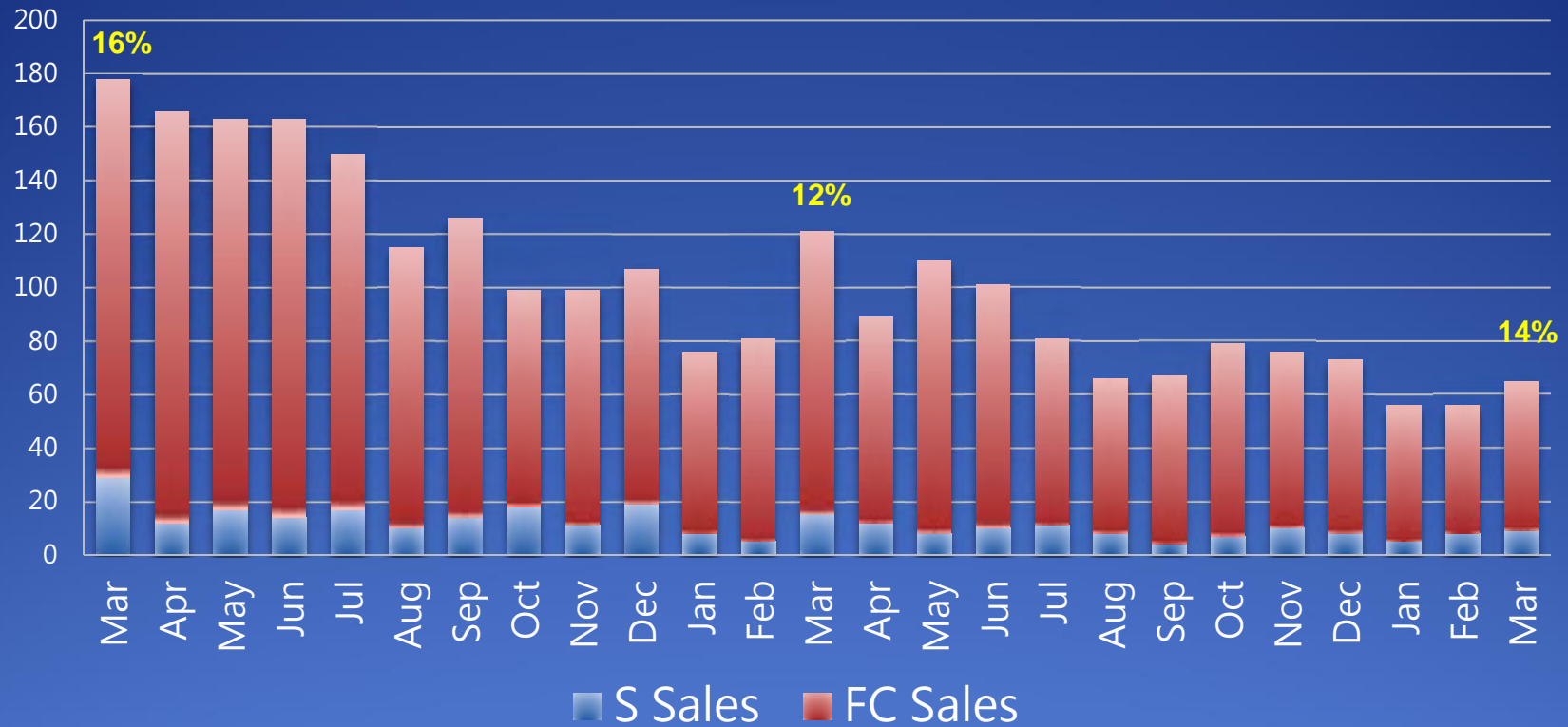
Mar '15 - Mar '17



Distressed Sales Profile

Short Sales v. Foreclosure Sales

Mar '16 - Mar '17

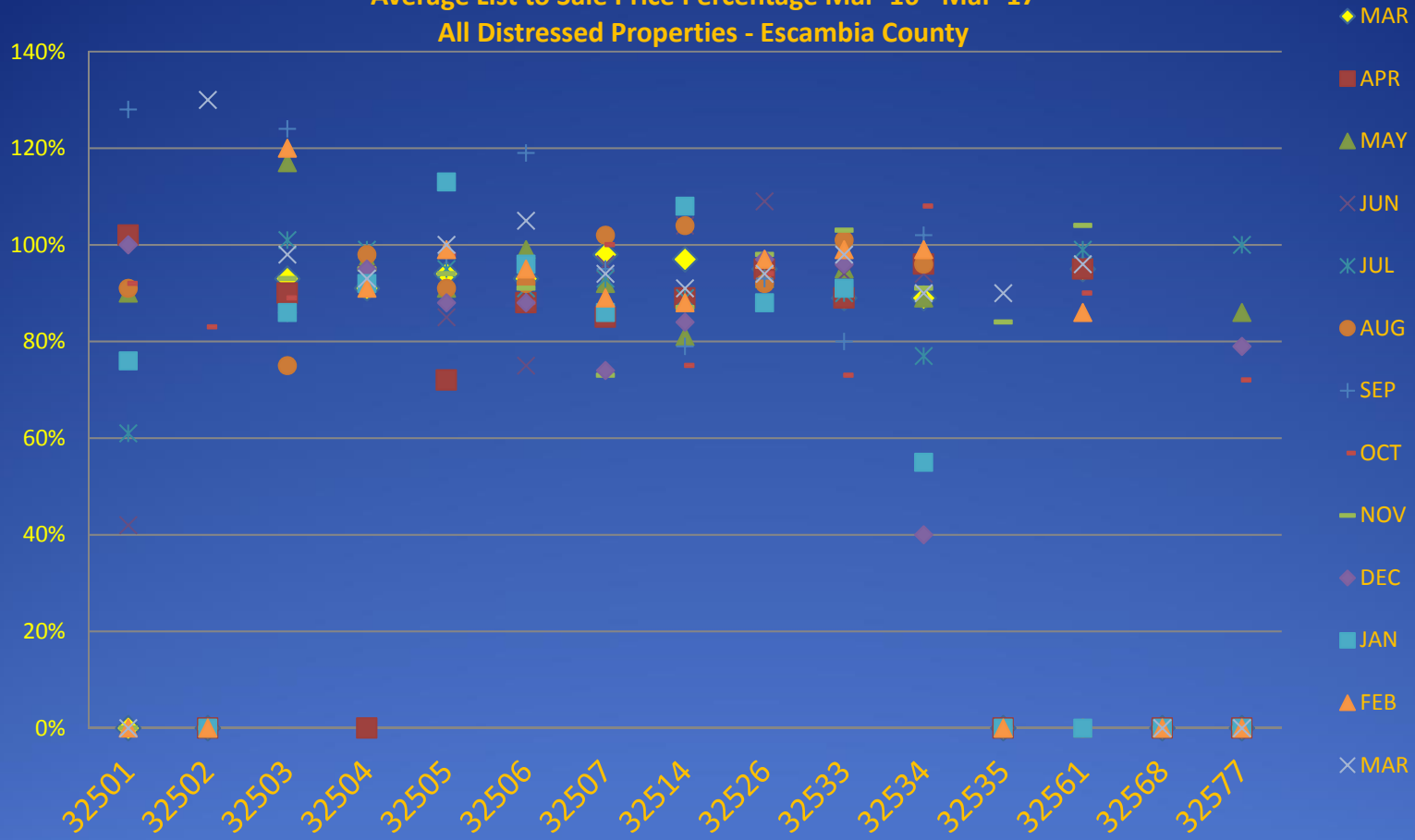


AVERAGE PERCENTAGE OF SOLD VS. LIST PRICE FOR DISTRESSED PROPERTIES

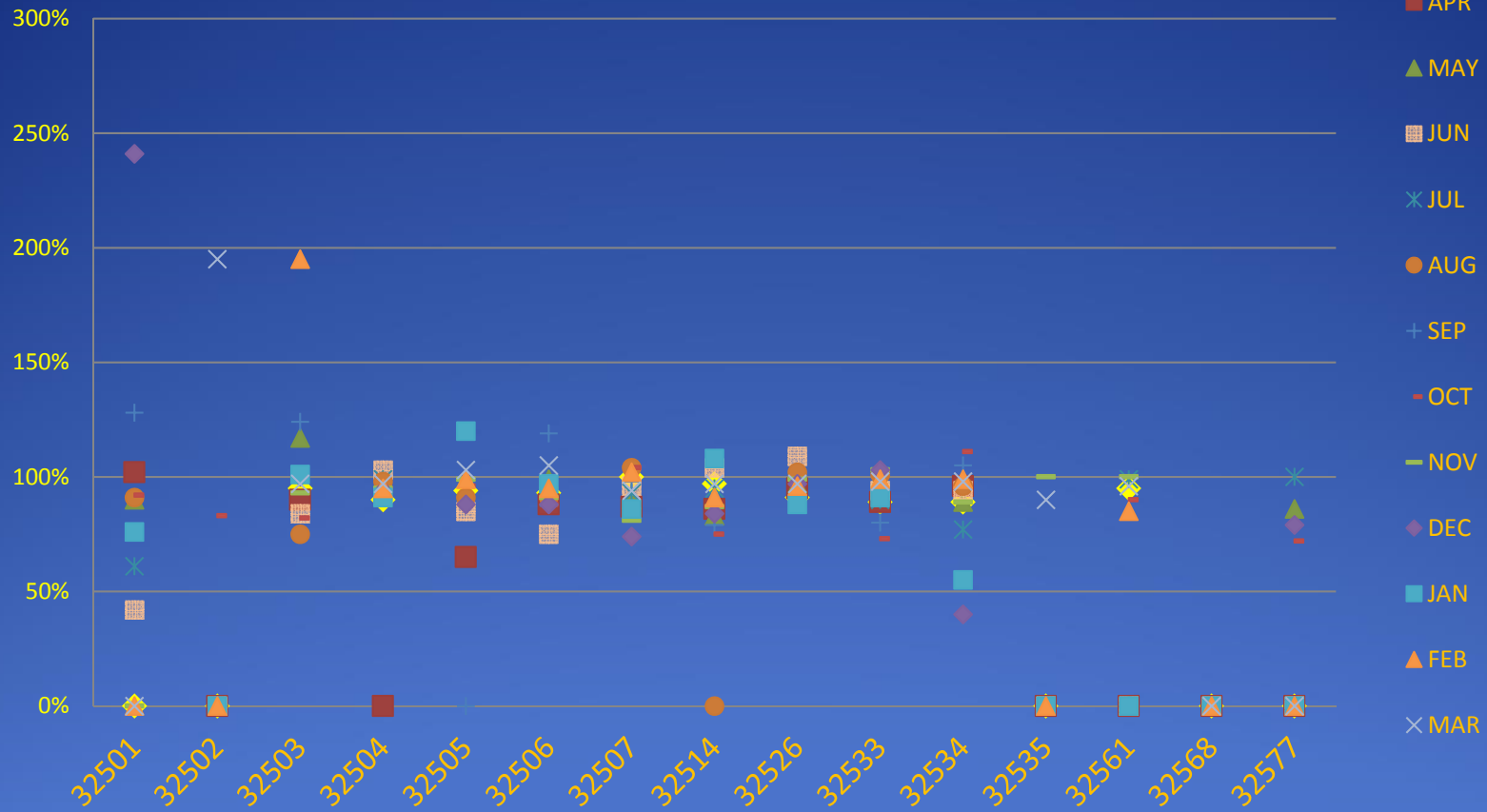
The following slides display the *average* percentage of sale price to original list price of distressed property by zip code for the months of March, 2016 through March, 2017 for Escambia and Santa Rosa Counties.

Markers resting on the 0% line indicate there were no sales reported for the month in that zip code.

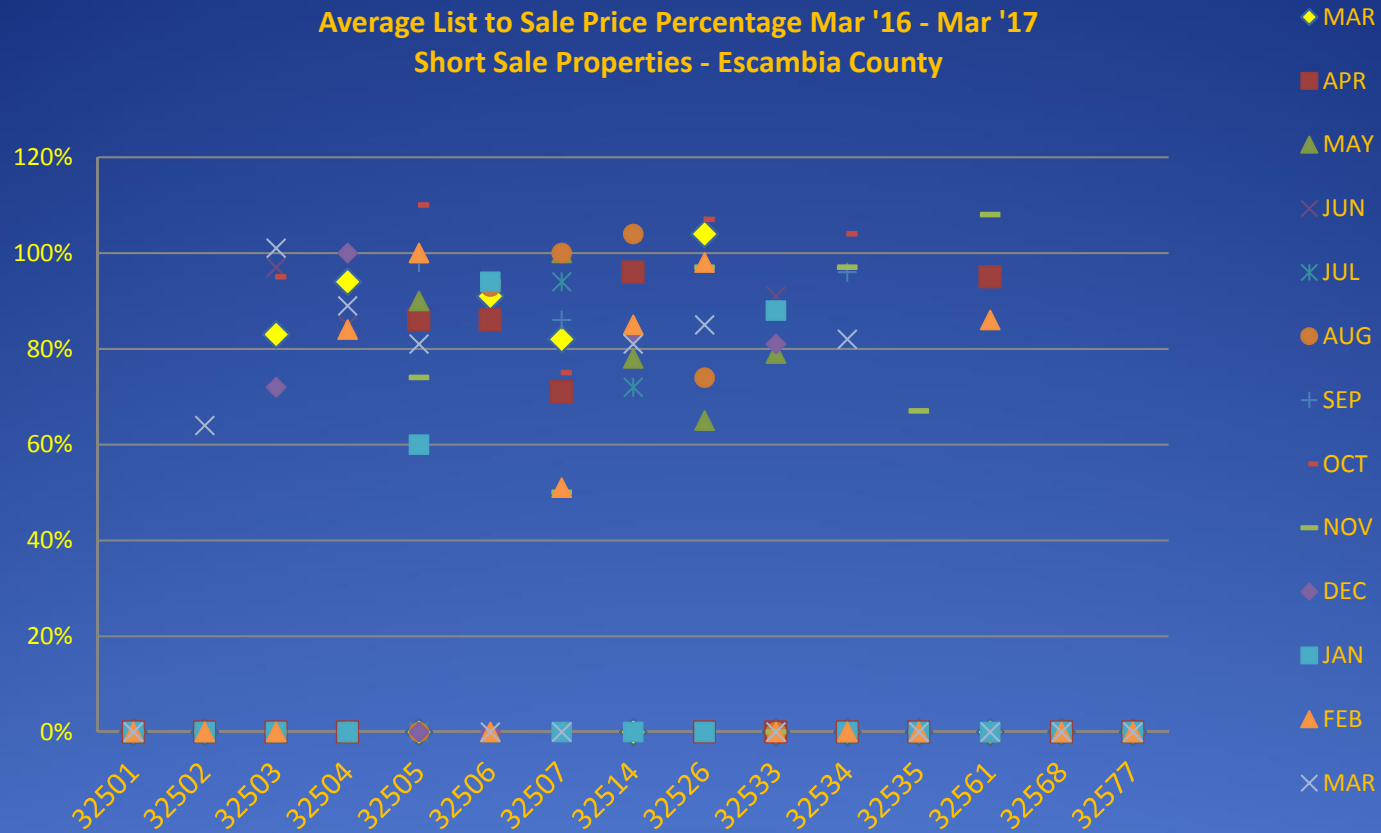
Average List to Sale Price Percentage Mar '16 - Mar '17
All Distressed Properties - Escambia County



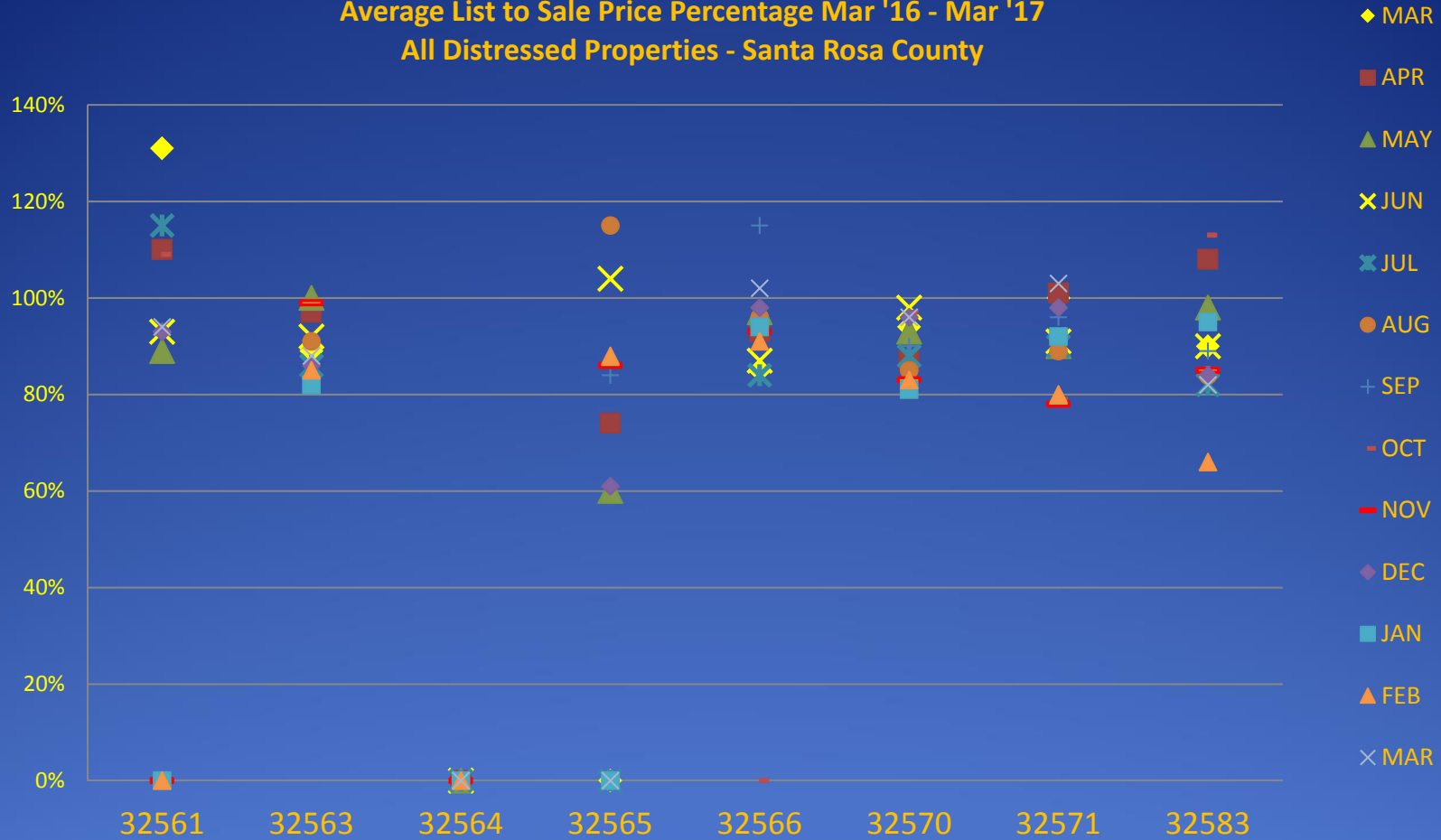
Average List to Sale Price Percentage Mar '16 - Mar '17 Foreclosure Properties - Escambia County



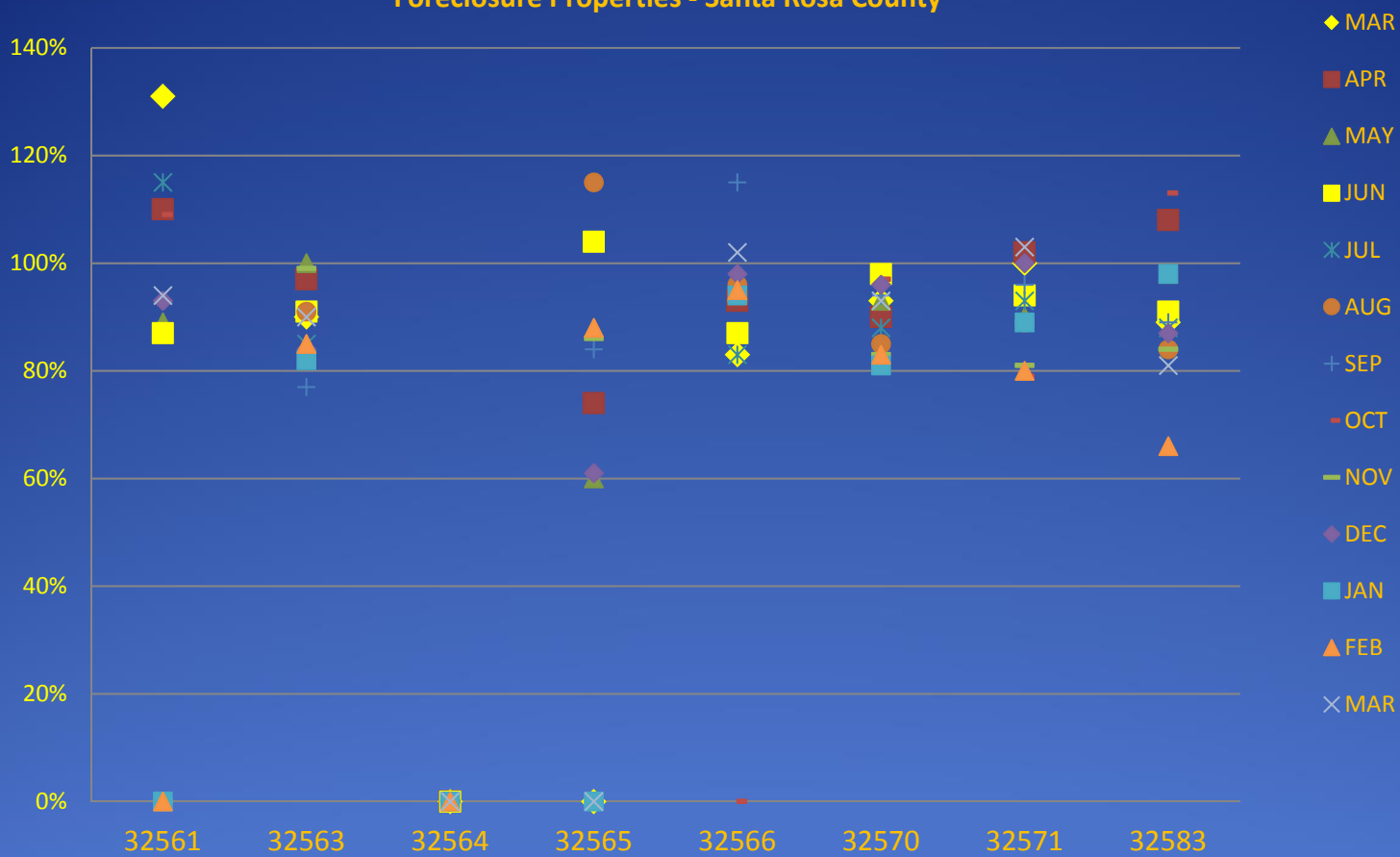
Average List to Sale Price Percentage Mar '16 - Mar '17 Short Sale Properties - Escambia County



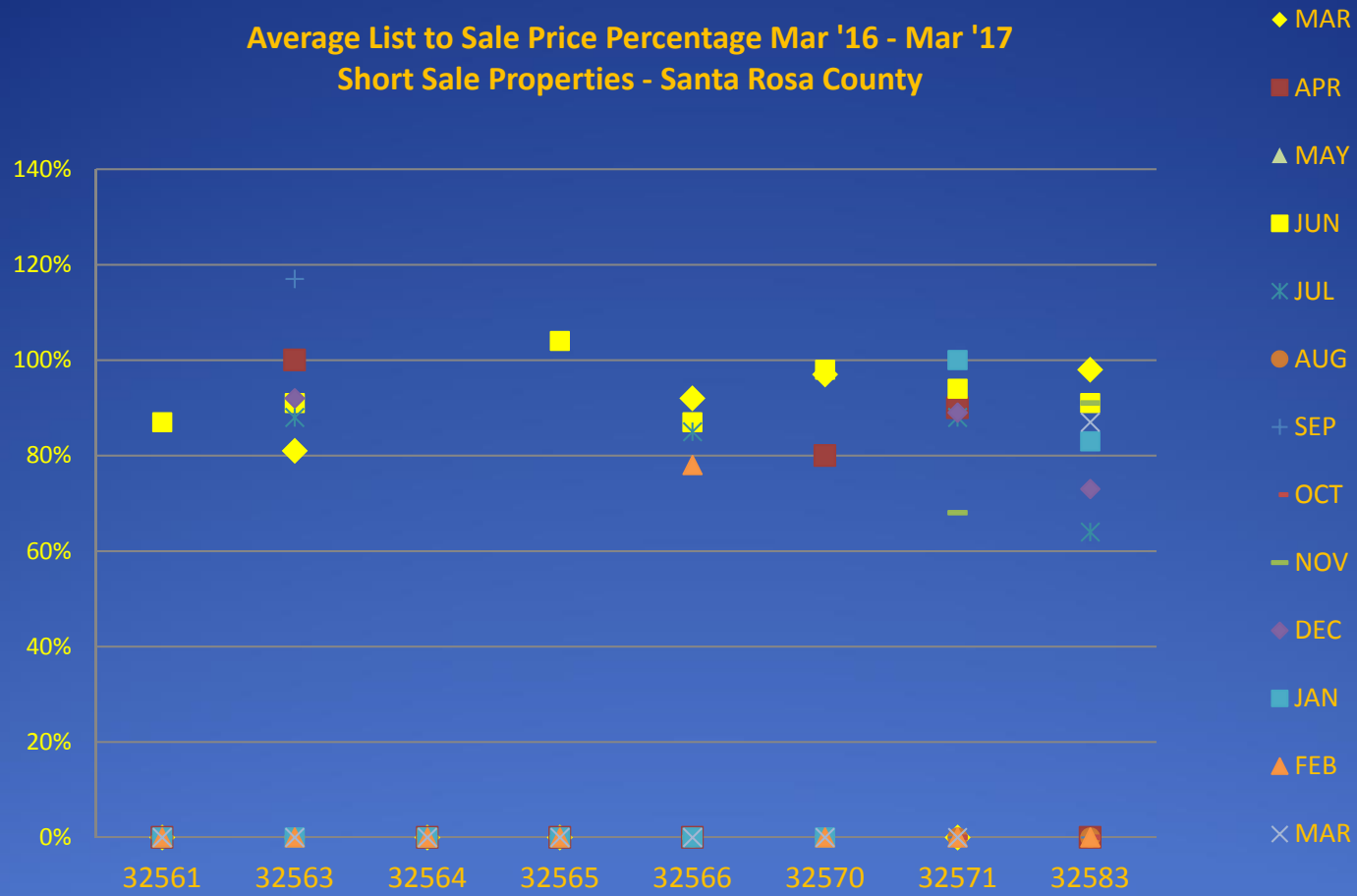
Average List to Sale Price Percentage Mar '16 - Mar '17 All Distressed Properties - Santa Rosa County



Average List to Sale Price Percentage Mar '16 - Mar '17 Foreclosure Properties - Santa Rosa County



Average List to Sale Price Percentage Mar '16 - Mar '17 Short Sale Properties - Santa Rosa County



Pending Sales

Mar '13 - Mar '17

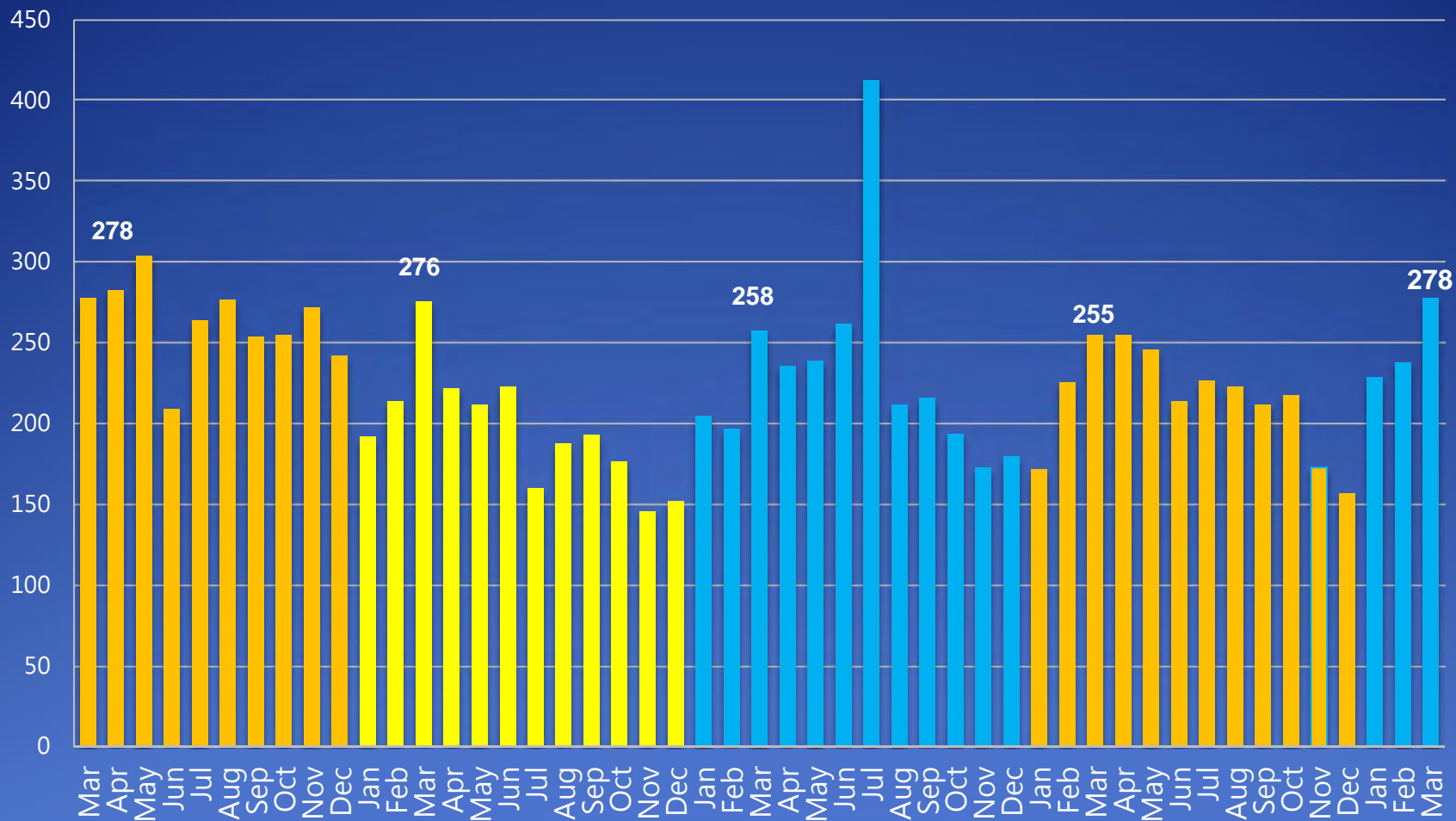




EXHIBIT “J”



FY 2017 MEDIAN FAMILY INCOME DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

Median Family Income Calculation Methodology

Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:

1. The U.S. Census Bureau's 2010-2014 ACS median family income estimates are used as a basis for calculating HUD's FY2017 MFIs. In areas where the margin of error is more than half of the 2014 5-year ACS itself, the state non-metro estimate of median family income is used.
2. In areas where there is a 2014 1-year ACS estimate of median family income that exceeds its margin of error, the 1-year ACS estimate becomes the basis for median family income.
3. Once the appropriate 2014 ACS data has been selected, an inflation factor based on the CBO forecast of the national CPI is calculated to inflate the estimate from mid-2012 to April, 2017 (or mid FY2017).

The **Pensacola-Ferry Pass-Brent, FL MSA**, has published local area 1-year 2014 ACS Survey results.

MFI Step by Step Calculation for Pensacola-Ferry Pass-Brent, FL MSA

1. The following are the 2014 American Community Survey 5-year median income estimate and margin of error for **Pensacola-Ferry Pass-Brent, FL MSA**:

Area	ACS ₂₀₁₄ 5-Year Median Income	ACS ₂₀₁₄ 5-Year Margin of Error	Ratio	Result
Pensacola-Ferry Pass-Brent, FL MSA	\$60,220	\$1,050	\$1,050 / \$60,220 = 0.017	0.017 < .5 Use ACS₂₀₁₄ Pensacola- Ferry Pass-Brent, FL MSA Median Income

2. Since there is a 1-year 2014 ACS estimate available, the margin of error of the estimate is checked to determine if it is less than one-half of the 1-year 2014 ACS:

Area	ACS ₂₀₁₄ 1-Year Median Income	ACS ₂₀₁₄ 1-Year Margin of Error	Ratio	Result
Pensacola-Ferry Pass-Brent, FL MSA	\$60,117	\$2,671	$\frac{\$2,671}{\$60,117}$ = 0.044	0.044 < .5 Update to ACS₂₀₁₄ 1-Year Median Income

3. The calculation of the CPI Inflation Factor is as follows:

Area	FY2017 CPI	2014 Annual CPI	CPI Inflation Factor
Pensacola-Ferry Pass-Brent, FL MSA	244.2	236.736	$(244.2 / 236.736)$ = 1.03153

4. The FY 2017 median family income is estimated as follows:

Area	ACS ₂₀₁₄ 1-Year Estimate	CPI Inflation Factor	FY 2017 Area MFI Estimate
Pensacola-Ferry Pass-Brent, FL MSA	\$60,117	1.03153	$(\$60,117 * 1.03153)$ = \$62,012

5. In keeping with HUD policy, the median family income estimate is rounded to the nearest \$100:

Area	Unrounded FY 2017 MFI Estimate	Rounded FY 2017 MFI Estimate
Pensacola-Ferry Pass-Brent, FL MSA	\$62,012	\$62,000

Press below to select a different state:

Or select a FY 2017 HUD Metropolitan FMR Area's
Median Family Income:

Pensacola-Ferry Pass-Brent, FL MSA ▼

Select Area

Update URL for bookmarking or E-mailing

Technical Problems or questions? [Contact Us](#).



EXHIBIT “K”



**Workforce Diversification Plan for
Blount School Property, Pensacola, Florida**

Workforce Diversification Plan for Blount School

Memorandum of Understanding

This Workforce Diversification Plan describes the goals and processes for maximizing the utilization of Minority, Women, and Local Business Enterprises in, and the training and employment of local residents for the **Blount School project** development in Pensacola, Florida. This Plan has been drafted and adopted by **Parsco, LLC**, in cooperation with the undersigned partnering contractors. The Plan establishes goals and procedures for meaningful economic inclusion and the parties agree to review the Plan and assess the effectiveness of its implementation as the Project continues. Amendments may be made from time to time when the parties agree that enhancements would be beneficial.

In demonstration of its commitment to this Plan and the principles which it embodies, **Urban Infill** has engaged _____ in a mentor-protégé and consultant relationship. _____ representatives at the project management and superintendent level will be shadowing the same level of **Urban Infill** management staff on this project as well as others in an effort to build _____ capacity as a commercial contractor. _____ will also serve as a primary source of information regarding the businesses and human resources available for and capable of participation in pursuit of the inclusion goals as described within this Plan.

On behalf of Parsco, LLC

Date _____

By:

On behalf of **Urban Infill**

Date _____

By:

On behalf of _____

Date _____

By:

Workforce Diversification Plan for Blount School

Workforce Diversification Plan for Blount School

I. PURPOSE

The parties to this Workforce Diversification Plan for **Blount School** (the “**Plan**”) are united in their efforts to ensure, to the extent commercially reasonable, that ALL individuals, regardless of race, color, religion, age, gender, national origin, ancestry, creed, union membership, sexual orientation, or disability will have the maximum opportunity to be involved in significant ways in the construction of **Blount School** (the “**Project**”). The parties are also united in realizing that the people who live in **Escambia and Santa Rosa Counties** and particularly within the **City of Pensacola**, where the Project is located, should share in the prosperity generated by the construction of the Project as an economic engine.

This plan establishes goals and methods for maximizing minority inclusion and local resident employment at the Project.

- This Plan shall be attached to all Project solicitations. All contracts and subcontracts entered into by **Urban Infill**. shall contain the Plan's inclusion goals and reporting responsibilities.

II. DISADVANTAGED BUSINESS INCLUSION GOALS

The following overall Project procurement goals have been established:

Construction	20% MBE	5%WBE
---------------------	----------------	--------------

Minority and Woman Owned Business inclusion will be determined as a fixed monetary value for M/WBE contracting based on the final project budget. The percentages listed above are presented for reference as ALL BIDDERS on the Project will be expected to contribute to **Urban Infill's** effort to comply with the Plan.

III. METHODS FOR MEETING DISADVANTAGED BUSINESS INCLUSION GOALS

- Prime Contractors, Subcontractors, and other business entities that are awarded Project contracts (“**Contractors**”) shall use their best practical efforts to meet or exceed the established Disadvantaged Business Inclusion goals.
 - Bidders that exceed the stated hiring goals may be given priority consideration.
 - Contractors who submit proposals as joint ventures in a mentor-protégé relationship may be given priority consideration for contact awards.
- Each Contractor shall prepare and submit to **Urban Infill**, a detailed inclusion plan that identifies its own ownership composition, its own scope of work, any part of that scope it intends to subcontract, and how it intends, through subcontracting, joint venturing, or using vendors and suppliers, to meet the established inclusion goals. A meeting is encouraged with the Diversity Administrator (as described in Article VIII of this Plan) during the course of preparation of the Contractor inclusion plan.

Workforce Diversification Plan for Blount School

- The template for the Contractor's Workforce Diversification Plan is included as Exhibit A.
- Each Contractor issuing solicitations for subcontracts or purchase orders shall take actions to ensure that Contracts will be awarded and administered in accordance with good faith and in the best interest of the overall goal of workforce diversification on this project.

Establishing Good Faith Best Practical Efforts- If any Contractor's Workforce Diversification Plan does not meet or exceed the established goals, the Contractor should prepare an analysis showing how it has made a good faith "best effort" to achieve the project goals. This analysis should include, but not be limited to, the following:

- Solicitation through newspapers, advertisements, job fairs, etc.;
 - Correspondence between the Contractor firm and any MBE/WBE firms;
 - Logs of phone calls to M/WBE firms listed in the City of Pensacola, Escambia County, or Santa Rosa County directories;
 - Bid results and reasons why insufficient M/WBE awards were made.
- **Urban Infill** expects each Contractor to put forth good faith effort to meet or exceed the overall goals.

IV. NON-DISCRIMINATION IN CONTRACTING AND HIRING POLICY

Each Contractor performing work or providing goods or services shall ensure that it, along with its Subcontractors, shall not discriminate on the basis of race, color, religion, age, gender, national origin, ancestry, creed, union membership, sexual orientation, or disability in the award and performance of its contract and/or any sub-contracts that may be needed to perform the work or services for which they are contracted. Likewise, Contractor shall ensure that it, along with its Subcontractors, shall not discriminate on the basis of race, color, religion, age, gender, national origin, ancestry, creed, union membership, sexual orientation, or disability in the Project with respect to all employment practices. The Contractor shall comply with all applicable requirements of any federal, state or local law ordinance or regulation relating to affirmative action, equal opportunity and nondiscrimination in employment, and shall use its best practical efforts to meet all local goals relating thereto.

V. RESIDENT INCLUSION GOALS

In addition to the above-referenced overall contracting and non-discrimination goals established for the Project, the parties to this Plan voluntarily agree to work together so that, to the greatest extent within the limits of commercial reasonableness, individuals who reside in **Escambia and Santa Rosa County, Florida** (hereafter, "**Local Residents**") shall be preferred for hiring by the Contractors that work on the Project. Furthermore, the parties commit to collaborating on procedures to provide the necessary training for such work, as appropriate.

Workforce Diversification Plan for Blount School

The overall employment goal established by this Plan shall apply to the total number of workers employed by a business winning a contract award for goods or services required for the design, construction, and management of the Project.

The minimum goal for employing Local Residents shall be 75% of all on-site employees.

In addition, this Plan establishes goals that apply to the number of new employees needed by a business winning a contract award for goods or services required for the design, construction, and management of the Project. Qualified Local Residents shall be given priority for employment under this agreement and will be considered before non-residents to be hired to fill new jobs created by this project.

The minimum goal for hiring Local Residents shall be 100% of all newly hired employees.

The objectives of this Plan are overall goals for the entire project and will not be evaluated on a contract by contract basis, although all Contractors and Subcontractors shall submit monthly manpower reports for the purpose of tracking Local Resident involvement in the Project.

VI. METHODS FOR MEETING LOCAL RESIDENT ECONOMIC INCLUSION GOALS

- Persons or business entities that are awarded Project contracts (“**Contract Awardees**”) shall use their best practical efforts to meet or exceed the established Local Resident Inclusion goals. Each Contract Awardee shall execute the Non-Discrimination in Hiring form attached hereto and made a part hereof as Exhibit B.
- Each Contract Awardee shall schedule a meeting with **Urban Infill** within two weeks of contract award. The meeting will provide the Awardee the opportunity to learn about the full range of workforce resources and employment related services available to them and to acquire assistance in developing its Manpower Projection Plan.
- Each Contract Awardee shall submit a Manpower Projection Plan, using the form attached hereto and made a part hereof as Exhibit C no later than 30 days after contract award or 14 days prior to mobilization, whichever is earlier. The Manpower Projection Plan shall describe the general scope of the work under the Contract Awardee’s contract, its total projected staffing, projected number of new hires, the type of skills and expertise needed for new hires that will be involved in fulfilling the contract and a timeline for commencing the work.
- In the event that Contract Awardee’s Manpower Projection Plan changes due to revisions in the scope of its contract or its approach to the work, the Contract Awardee should submit an update to its Plan to **Urban Infill** as promptly as possible but in no event after commencement of the work.
- Should the Contract Awardee’s Manpower Projection Plan indicate a need to fill new jobs, the Contract Awardee should make notification through **Urban Infill** for a period of fourteen (14) days prior to publicly advertising the openings. This will enable **Urban Infill** to identify and refer qualified Local Residents to the Contract Awardee as candidates for these job opportunities. Public advertisements for job openings may appear in minority-owned media and non-minority-owned media.

Workforce Diversification Plan for Blount School

- No Contract Awardee will be required to hire personnel who are unqualified to fill job openings, however Contract Awardees are encouraged to consider opportunities for on-the-job training for qualified entry level workers.

VII. MONITORING AND REPORTING

Urban Infill shall monitor the Disadvantaged Business Inclusion and Local Resident hiring activity of the Contractors and submit monthly reports that document its progress to **Parsco, LLC**.

Disadvantaged Business Inclusion Reporting: Each Contractor with Subcontractors, suppliers, or vendors, shall provide the following information on a monthly basis with their Applications for Payment:

- A breakdown of all amounts billed for that month by Subcontractor and supplier indicating the M/WBE status of that Subcontractor or supplier;
- A contract-to-date summary of the total amount billed by each firm and presented showing the percentage of billings by M/WBE firms to the prime contract's value;
- Signed and notarized Affidavits of Total Payments to Date from each firm.

Any Contractor's failure to provide the monthly Subcontractor report could result in the delay of processing of the Contractor's Application for Payment.

Local Resident Inclusion Reporting: Manpower reports shall be submitted monthly by each Contractor, Subcontractor, and consultant with any workforce dedicated to the Project, along with request for payment.

- Manpower reports shall include the name, address and zip code, and race of each employee dedicated to the Project, their job classification, and whether they are a new or existing employee.
- All manpower reports will be compiled by **Urban Infill** into an overall compliance statement, including copies of the individual manpower reports, and be forwarded to **Parsco, LLC** monthly for review.

Any Contractor's failure to provide the monthly manpower report could result in the delay of processing of the Contractor's Application for Payment.

VIII. IMPLEMENTATION AND ADMINISTRATION

Urban Infill has designated **Chris Vail**, during the construction of the Project as the Diversity Administrator, who shall be responsible for implementation of this Plan. The Diversity Administrator shall act as the primary coordinator of all aspects of this Plan and will be the primary point of contact for **Urban Infill**

Coordinating with internal and external resources, the Diversity Administrator will be responsible for all implementation activities including the following:

Workforce Diversification Plan for Blount School

- Disadvantaged Business Inclusion
 - Coordinate with Contractors on Project Scheduling and provide early notice of bidding schedules
 - Represent the Project at Contracting Expos and Pre-Bid Conferences
 - Monitor Contractor and Subcontractor bid advertising
 - Review and consolidate M/WBE Inclusion Plans from Contractors
 - Compose/submit required reports to **Parsco, LLC**

- Resident Inclusion
 - Coordinate with Contractors on Project Scheduling and provide advance notice of Manpower Projections for planning of training and recruitment programs
 - Assist with identification of existing training programs that can be leveraged to help fill manpower needs, including sources of funding for worker training
 - Represent Project in interfacing with Contractors, Local Churches, Workforce Agencies, and Walk-Up Applicants
 - Review and consolidate Manpower Reports from Contractors
 - Compose/submit required reports to **Parsco, LLC**

More specific responsibilities may be developed as the project progresses to ensure the maximum effectiveness of the implementation of this Workforce Diversification Plan.

End of Document

Exhibits Follow

EXHIBIT A

CONTRACTOR'S WORKFORCE DIVERSIFICATION PLAN

The following shall constitute this Contractor's plan for satisfying the M/WBE contracting goals set forth in the Workforce Diversification Plan for Urban Core Office. This information shall be provided for each trade or service that will be utilized for this project. Use additional sheets if necessary.

Name of Contractor: _____

Total Bid Amount: _____

Planned Overall M/WBE Participation {Goals} <i>Include prime contractor's information, if applicable:</i>				
Name of Contractor, Subcontractor, or Vendor	M/WBE Certification #	Trade, Service, Or Work to be Provided	Dollar Value	% Participation

The Subcontractors and vendors listed above ___ are or ___ are not (check one) currently under contract for the scope of work indicated. Actual M/WBE Inclusion will be monitored as part of the monthly Application for Payment so this Plan is submitted to indicate the means anticipated to achieve the inclusion goals.

Additional Comments:

By signing below, I attest that the above information is accurate to the best of my knowledge and that we will put forth our best practical efforts to achieve said participation goals.

Signature of Owner/Chief Executive Officer

Date

Workforce Diversification Plan for Blount School

EXHIBIT B

CONTRACTOR AND SUBCONTRACTOR ACKNOWLEDGEMENT FORM

Contractor is responsible for getting all Subcontractors to complete and sign this form. Please print out multiple forms as needed.

NON-DISCRIMINATION IN HIRING

NOTICE

The Contract Awardee and its Subcontractors shall not discriminate nor permit discrimination against any person because of race, color, religion, age, gender, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, or limited English proficiency in the performance of the contract, including, but not limited to, preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by a Contract Awardee or its agents, employees or representatives, **Urban Infill** shall have the right to terminate the Contract for cause. In the event of the continued refusal on the part of the Contract Awardee to comply with this anti-discrimination provision, the Contract Awardee may be removed from the list of approved bidders of **Urban Infill**.

The Contract Awardee agrees to include subparagraph (1) above with appropriate adjustments for the identity of the parties in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Trade Name of Prime Contractor: _____

_____(Seal)

Signature of Prime Contractor Representative

or

Trade Name of Subcontractor: _____

_____(Seal)

Signature of Subcontractor Representative

Workforce Diversification Plan for Blount School

EXHIBIT C

MANPOWER PROJECTION PLAN

Contractor:		
Contract Scope:		
Total Bid Amount:	Start Date:	End Date:
Total # of Employees on Payroll: <input type="checkbox"/> 0-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> 101-150 <input type="checkbox"/> 151-200+	Woman or Minority Owned Business: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Contractor Contact Information (person Responsible for working with Greenhut Construction to achieve local hiring goals)		
Contact Name		
Work Address		
City, State, & Zip		
Telephone #	Office	Cell
Email Address		

WORKFORCE PLAN

Projected Number of Required Workers for this entire project	Total Number of Current Employees on payroll	Projected Number of New Hires for this entire project

- Is recruitment required for new hires by the Contractor? No Yes How soon? _____ days
- If no, will former workers be brought back? No Yes How Many? _____
- Is recruitment required for any of your Subcontractors? No Yes
If so, have them complete plan.
- Does the Contractor have openings on other projects? No Yes
- If recruitment is required, complete chart below and attach job descriptions for each.

Position Title	# Jobs	Skills Required	Wage Rate	Experience Level (1=skilled, 2=entry, 3=no experience)

By signing below, I attest that the information above is accurate to the best of my knowledge and ensure that my company will put forth our best practical effort to hire local residents for all job openings available as a result of this project. This will assist to achieve the project hiring participation goals.

Name of Authorized Contractor Representative

Signature of Authorized Contractor Representative

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00655

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

2018 CITY COUNCIL MEETING SCHEDULE

RECOMMENDATION:

That City Council adopt the 2018 City Council Meeting Schedule.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Charter requires the City Council to schedule a regular council meeting at least once per month. It is customary for the City Council to establish its regular meeting schedule for the following calendar year in December of each year. Council will retain the ability to reschedule dates throughout the year in congruence with Council Rules and Procedures, to conduct special council meetings and workshops as necessary.

PRIOR ACTION:

December 8, 2016 - Adoption of 2017 Council Meeting schedule

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Copy of 2018 Council Dates

PRESENTATION: No

2018 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
January	Monday, 8th	Thursday, 11th	
February	Monday, 5th	Thursday, 8th	
March	Monday, 5th	Thursday, 8th	
April	Monday, 9th	Thursday, 12th	
May	Monday, 7th	Thursday, 10th	
June	Monday, 11th	Thursday, 14th	
July	Monday, 9th	Thursday, 12th	
August	Monday, 6th	Thursday, 9th	
September	Monday, 10th	Thursday, 13th	1st FY 19 Budget Hearing - Wednesday, 12th; Final Hearing, Wednesday, 19th both beginning at 5:30 p.m. (dates are tentative)
October	Monday, 8th	Thursday, 11th	
November	Monday, 5th	Thursday, 8th	Swearing In Ceremony Tuesday, 27 First meeting beginning at 11:45 a.m.
December	Monday, 10th	Thursday, 13th	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00645

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Brian Spencer

SUBJECT:

LETTER OF SUPPORT FOR THE ESCAMBIA COUNTY - DOWNTOWN SPORTS COMPLEX

RECOMMENDATION:

That City Council authorize the Council President to prepare a letter of support for the Escambia County - Downtown Sports Complex for delivery to the Triumph Gulf Coast Board.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As part of the Triumph Gulf Coast request for project submittals, Escambia County has received an unsolicited proposal to establish a public-private partnership for a commercial style development that includes both a multi-use sports tourism venue along with a multi-use event venue. Although not publicly financed, the proposal also includes the development of a hotel, pedestrian plaza, parking solution and various mixed-use commercial parcels. Additional partners include the Pensacola Sports Association.

In accordance with Florida Statute 255.065 the County sought competing proposals for a similar development where an additional proposal was received.

The request being made is for a letter of support for this project without encumbering any City of Pensacola public funds. A presentation will be made by Mr. Jay Patel.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Ancillary to the City if the project is funded through Triumph and completed as a Public-Private Partnership.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Escambia - Downtown - Sports - Complex - Pre-App_20171109

PRESENTATION: Yes

TRIUMPH GULF COAST, INC. PRE-APPLICATION FORM

The ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS approved the Downtown Pensacola Multi-Use Sports and Events Venue as one of five priority projects for Triumph first round submittal. The Escambia County BCC will provide a letter of support pending Triumph pre-application review and development of a full application.

APPLICANT INFORMATION:

Name of Individual/Entity/Organization: Escambia County Board of County Commissioners

Brief Description of Background of Individual/Entity/Organization: The Escambia County Board of County Commissioners is one of the eight disproportionately affected counties in Northwest Florida.

Contact Information:

Primary Contact Information:	Amy Lovoy
Title:	Assistant County Administrator
Mailing Address:	221 South Palafox Place, Pensacola, FL 32502
Telephone Number:	850-595-3936
Email Address:	allovoy@myescambia.com
Website:	www.myescambia.com

Names of co-applicants, partners or other entities, organizations that will have a role in the proposed project or program: Escambia County has received an unsolicited proposal to establish a public-private partnership for a commercial style development that includes both a multi-use sports tourism venue along with a multi-use event venue. Per Florida Statute 255.065 the County is seeking competing proposals for a similar development until November 14, 2017. A public-private partnership with the selected respondent could be entered pending approval by the Escambia County Board of County Commissioners. Although not publicly financed, the proposal also includes the development of a hotel, pedestrian plaza, parking solution and various mixed-use commercial parcels. Additional partners include the Pensacola Sports Association.

REQUIRED EXECUTIVE SUMMARY:

In a maximum of three (3) pages, please describe the proposed project or program, including (i) the amount of funds being sought from Triumph Gulf Coast; (ii) the amount and identity of other sources of funds for the proposed project or program; (iii) the location of the project or program; (iv) summary description of the proposed program, including how the program will be transformational and promote economic recovery, diversification, and enhancement of the disproportionately affected counties, and (v) a summary timeline for the proposed project or program.

1) Amount of funds being sought from Triumph Gulf Coast:

Escambia County is requesting \$25 million from Triumph Gulf Coast.

2) Amount and Identity of Other Sources of Funds for The Proposed Project:

A private partner will provide the capital for the construction, operation and maintenance of the proposed project. The total project cost is estimated to be \$80 million.

3) Location of the Project or Program:

The first potential site is located at 201 East Gregory Street, Pensacola, FL 32502 and is the location of the existing Pensacola Bay Center facility. This site is currently owned by Escambia County.

Escambia County and the developers will evaluate alternative site locations in Downtown Pensacola and mutually agree on the most appropriate final site for the Project. The request from Triumph Gulf Coast will be the same regardless of which site is ultimately selected.

4) Summary Description of the Proposed Program:

Escambia County owns the 10,000 seat Pensacola Bay Center in Downtown Pensacola. Built in 1985, the facility has hosted numerous concerts, conferences, tradeshow, and is home to the three-time Southern Professional Hockey League President's Cup champions, the Pensacola Ice Flyers.

While the Bay Center has had a successful run, the facility is out of date and does not meet the needs of event center industry standards of today. Escambia County has issued a request for letters of interest for a Multi-Use Sports and Event Venue Public Private Partnership to replace the Pensacola Bay Center.

Specifically, the proposed events center development will replace an aging and costly Bay Center facility that was constructed some thirty years ago. The new facility will operate more efficiently and be designed to provide for a wider range of entertainment options than are available at the current facility. This facility will become the new home for the Pensacola Ice Flyers who have been a staple in the community for twenty-five years. In addition, it is anticipated that the new events center may also become home to a NBA Development League ("G League") team.

The sports tourism field house project is based on the results of a feasibility study undertaken by a third-party firm, Crossroads Consulting Services ("Crossroads"), on behalf of Escambia County and Pensacola Sports Association in February 2016. The study found a significant deficiency within the region for sports tourism related activities and recommended the development of field house which would accommodate multiple sports and provide significant economic benefits for the City of Pensacola and Escambia County.

This study indicated that Escambia County could expect to realize more than \$25 million in economic impact each year from sports tourism. In addition, the study estimated some 450 new jobs would be directly created in the County (in addition to substantial indirect job creation) and more than 50,000 hotel night stays would be expected annually.

Studies of similar facilities completed in other markets show that the multipurpose events center project will bring to the county an estimated \$12 -15 million of additional economic growth. When the private investment in commercial development is considered, the impact to the community will be significant and will provide employment opportunities to many of those in need.

Escambia County understands the need for long term financial sustainability for these facilities and as such will work with the selected private partner to develop a lease structure and venue fee schedule to cover the long-term operation and maintenance costs associated with the facilities.

In addition, Escambia County will strive to develop an environmentally sustainable facility. Solar energy will be utilized, as appropriate, to supplement electrical consumption and reduce facility operating costs. The Escambia County Low Impact Design Manual will be utilized to reduce impervious surfaces by incorporating green roofs, pervious pavement, and bioswales to capture and treat stormwater runoff before discharging to Pensacola Bay.

Development of the site will promote walkability from Pensacola's downtown core and around the development site and will be scaled to pedestrian activity. This concept will not only reduce the individual need for motorized transportation within the entertainment district, and from the district to downtown, but will promote alternative methods of sharing transportations.

Development of the Multi-Use Sports and Events Venue will allow the Pensacola Metro Area to capitalize on the sports tourism niche market. The results of the Crossroads study indicate total earnings for the sports facility could alone generate \$12.7 to \$14.6 million in annual earnings to the local area. This project has the potential to have a "cluster impact" for targeted and related industries. Sports medicine has the potential to cluster and grow around the sports tourism economy. The multi-use nature of the facility will attract users for conferences and entertainment to serve and attract the information technology and cybersecurity, financial, research and development industries. The Multi-Use Sports and Events Venue, with the investment in energy efficiency, connectivity, and sustainability will serve as the catalysts that spur the growth of multiple enterprises that cluster and mature together.

The Escambia County Board of County Commissioners approved the Downtown Pensacola Multi-Use Sports and Events Venue as one of five priority projects for Triumph first round submittal. The Escambia County BCC will provide a letter of support pending Triumph pre-application review and development of a full application.

5) Summary Timeline for the Proposed Project or Program:

The request for letters of interest for the Multi-Use Sports and Events Venue Public Private Partnership will close on November 14, 2017. The Escambia County BCC will discuss the letters of interest in December 2017. Based on the discussion, a public-private partnership could be entered in the first quarter of 2018 with design complete by the fourth quarter of 2018. Construction could commence the first quarter of 2019 and be complete by the first quarter of 2020.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00629

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING: REQUEST FOR ZONING & FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

RECOMMENDATION:

That City Council conduct a public hearing on December 14, 2017 to consider the request to amend the City's zoning map for recently annexed Pensacola International Airport Owned Property.

HEARING REQUIRED: Public

SUMMARY:

In July of 2017, City Council approved the annexation of multiple parcels that were recently acquired by the Pensacola International Airport. The annexation of property into the City requires that the annexed area subsequently be brought under a City zoning designation. Because the properties in question are Airport-owned, the Future Land Use designation of Airport District, and the corresponding zoning designation of ARZ (Airport Restricted Zoning) is needed. On August 8, 2017, the Planning Board unanimously recommended approval of the Airport Future Land Use and the ARZ Zoning designation for the recently annexed parcels.

PRIOR ACTION:

July 13, 2017 - City Council approved the annexation of the subject properties.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

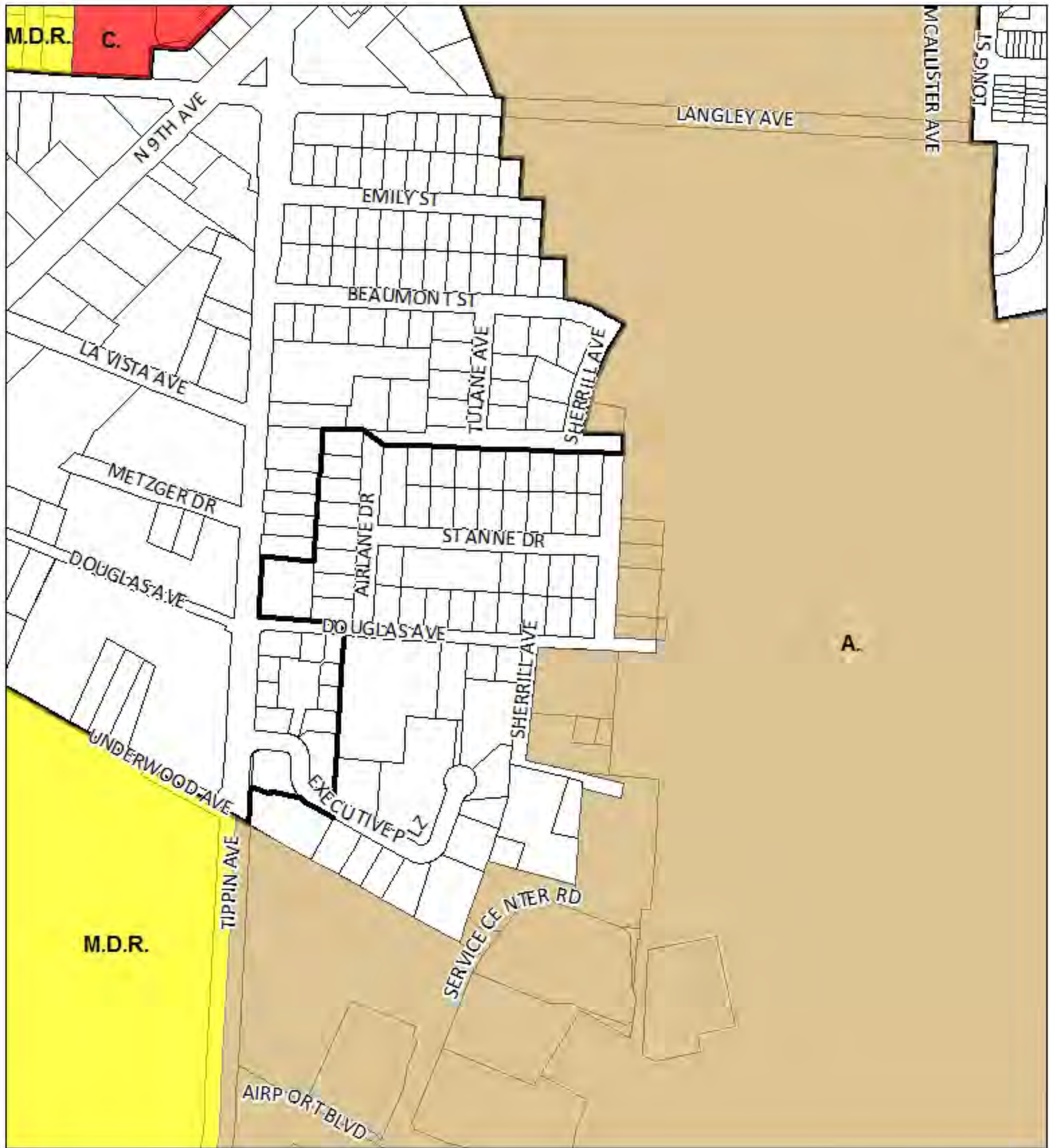
STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry H. Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Future Land Use Map, dated August 2017
- 2) Proposed Zoning Map, dated August 2017
- 3) Annexation Map, dated June 13, 2017
- 4) August 8, 2017 Planning Board Minutes

PRESENTATION: Yes



FUTURE LAND USE

August 2017



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ANNEXED PROPERTY TO BE REZONED ARZ

August 2017



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Legend

- Citylimits
- DelineatingAnnexation
- Parcel Ownership**
- City of Pensacola

0 175 350 Feet

Date: 6/13/2017



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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

August 8, 2017

MEMBERS PRESENT: Danny Grundhoefer, Kurt Larson, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Chairman Paul Ritz, Jared Moore, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Amy Hargett, Planning Technician

OTHERS PRESENT: Dax Campbell, Dean Dalrymple, Christian Wagley, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Swearing in of Members
- Approval of Meeting Minutes from July 11, 2017
- New Business:
 1. Request for ROW Vacation of the 1000 Block Avery Street
 2. Request for Final Plat Approval for Girard Place Phase I Subdivision
 3. Consider Zoning and FLUM Amendment for Airport Annexation Parcels
- Open Forum
- Adjournment

Call to Order / Quorum Present

As acting Chair, Mr. Larson called the meeting to order at 2:10 pm with a quorum present.

Swearing in of members - Mr. Larson, Mr. Monk, Mr. Grundhoefer and Ms. Campbell were sworn in by the City Clerk's Office.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the July 11, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue. This request was considered and denied by the Board in their June meeting, however, the previous application contained an agreement between the parties which contained contingencies. The applicant has submitted a new signed agreement and survey indicating the proposed division of the right-of-way if approved by the City. The one outlying issue when the Board considered the application in June has been resolved.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

Mr. Dax Campbell stated the City would deed the north 10' to the northern property owner and the south 10' to the southern property owner. Ms. Deese clarified that the portion of the property which abuts Mr. Campbell's property, since he owns the property to the south, will be deeded entirely to him on the western portion of the right-of-way. Ms. Campbell pointed out there were signatures from the other homeowners involved which supported the request.

Ms. Campbell made a motion to approve, seconded by Mr. Monk, and it carried unanimously.

Request for Final Plat Approval for Girard Place Phase I Subdivision

Rebol-Battle & Associates has submitted a request for Final Plat approval for "Girard Place – Phase I" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant.

The application under review contains 11 lots in addition to the remainder of the parent parcel. With this submittal, the townhouse blocks are completely surrounded by the common area/parent parcel. The development remains consistent with the approved Preliminary Plat. Ms. Deese pointed out an important comment addressing access was included in information provided to the Board. Mr. Rebol addressed the Board. He advised with the common area access to the lots, setback regulations were achieved for the Governmental Center District (GCD), and the project had received aesthetic approval.

Mr. Wagley referenced the plat standards in Section 12-8-8 of the Code; one of those requirements applies to the setbacks. This project was determined to be in the dense business area which required a 10' maximum setback, meaning buildings cannot be set more than 10' from the front property line. He did not observe the maximum setback illustrated on the current plat.

Mr. Grundhoefer stated he understood the reasoning for building to the 10' in the Code, requiring buildings to be up against the street. Ms. Deese explained in the Land Development Code, the Historic District spells out that it should be from the right-of-way, whereas the GCD does not. She pointed out the challenges for the Board with platting and subdivision approval, and that the Board was to take the technical comments and make sure they were addressed. She advised interpretations are provided from the technical experts who perform these actions day to day; they had stated this project met the technical requirements of the Code. Mr. Grundhoefer explained he thought the developer was trying to find a loophole to push the buildings back, setting cars in front of the property. Ms. Campbell felt the builders were within their legal rights with the easement in place. Mr. Rebol clarified that it was not an easement but a real piece of property and part of the common lot. He explained there was the right-of-way line, then a piece of property, then the newly created lots. He stated the application for review was a plat and not based on what's going to be there or what it is going to look like; the developer could sell it, and it might be a totally different product. However, in proceeding in this way, the builder was meeting the 10' maximum setback requirement. Ms. Deese verified setbacks were measured from the property line and not from the right-of-way; again, the Historic District spells out right-of-way which the other districts do not. Mr. Grundhoefer suggested the applicant was not complying with the intent of the Code. Mr. Rebol advised that perhaps the Code needed to be reviewed for items which keep falling into loopholes.

Mr. Monk pointed out when the Board approves something, it sets a precedent, and he was hesitant to approve. Ms. Deese clarified for the record that the platting process was very technical, and if all the technical comments had been addressed, the Board was obligated to approve the request. She explained the function of the Board was to ensure the technical comments were received and addressed. On other agenda items such as rezoning, conditional uses or aesthetic review, the Board could exercise its opinions, however, in platting it could not.

Scott Sallis addressed the Board and explained this project had been burdened with many hurdles including stormwater requirements which point out water cannot drain toward the street.

There were issues with Gulf Power determining they could not route utilities where they desired in the common area. The section of land in the front allowed them to meet those technical issues. He pointed out they were not coming to the Board in the spirit of manipulation to not comply with the dense business area requirement. He stated this was an odd obscure part of the Code which was originated when he sat on the Planning Board. He stated that this requirement should be removed from the Code. He pointed out that if the Planning Board was to determine the applicant met the regulations, and they clearly have, the Board was obligated to approve.

Ms. Campbell felt that after hearing staff's comments, the Board's responsibility was to address what was on the table and made a motion to approve, and the motion failed for lack of a second.

Mr. Wagley emphasized the elements of the Code needed to be listed on the plat document; the maximum setback for the dense business area was not listed and constituted a deficiency. Ms. Deese stated staff did review and considered having the plat amended to add the build-to line. In reading the Code, the underlying zoning is the requirement on the plat. Not knowing what may happen with the GCD, staff opted to leave as is and not create confusion for the future. There is no legal requirement to place the build-to line on the plat since it is not within the underlying district but instead in an area. She clarified that the Board was a recommending board to City Council, so the Board could approve or deny. The applicant has the option to move forward to City Council at their choosing even with a denial. In considering platting with City Council, it then becomes a quasi-judicial hearing, so the function would become different with Council making their own decision. She clarified that since this Board is a recommending body, there would be no appeal from the decision today because it is not a final decision.

Mr. Grundhoefer made a motion to deny, seconded by Mr. Monk. The motion failed with 2 supporting and 2 dissenting (Ms. Campbell and Mr. Larson).

Consider Zoning and FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 15-17 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established. Ms. Deese explained all of the property annexed was owned by the airport, and this request was a formality to bring zoning into compliance from county zoning to city zoning. Mr. Grundhoefer asked if the airport needed more land and would grow into those residential lots. Ms. Deese indicated that was not the case, but it was a buffer to remove residences which were impacted by the airport operations.

Mr. Grundhoefer made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Deese stated the applicant for the 9th Avenue property missed the deadline for August but would possibly present in September.

Adjournment – With no further business, Acting Chairman Larson adjourned the meeting at 2:53 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 43-17

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 43-17 REQUEST FOR FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 43-17 on first reading.

AN ORDINANCE AMENDING THE FUTURE LAND USE CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In July of 2017, City Council approved the annexation of multiple parcels that were recently acquired by the Pensacola International Airport. The annexation of property into the City requires that the annexed area subsequently be brought under a City zoning designation. Because the properties in question are Airport-owned, the Future Land Use designation of Airport District, and the corresponding zoning designation of ARZ (Airport Restricted Zoning) is needed. On August 8, 2017, the Planning Board unanimously recommended approval of the Airport Future Land Use and the ARZ Zoning designation for the recently annexed parcels.

PRIOR ACTION:

July 13, 2017 - City Council approved Ordinance 15-17 - Annexation of Property - Campus Heights.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 43-17
- 2) Proposed Future Land Use Map, dated August 2017
- 3) Annexation Map, dated June 13, 2017
- 4) August 8 , 2017 Planning Board Minutes

PRESENTATION: No

PROPOSED 43-17
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE FUTURE LAND USE CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended future land use classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on August 10, 2017 concerning the following proposed future land use classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended future land use classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended future land use classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Future Land Use Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF

TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE S68°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR 75.65 FEET; THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET; THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET; THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE; THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES); THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET; THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS; THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' R/W); THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

is hereby amended from County Future Land Use District to City Future Land Use District - A - Airport Land Use.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

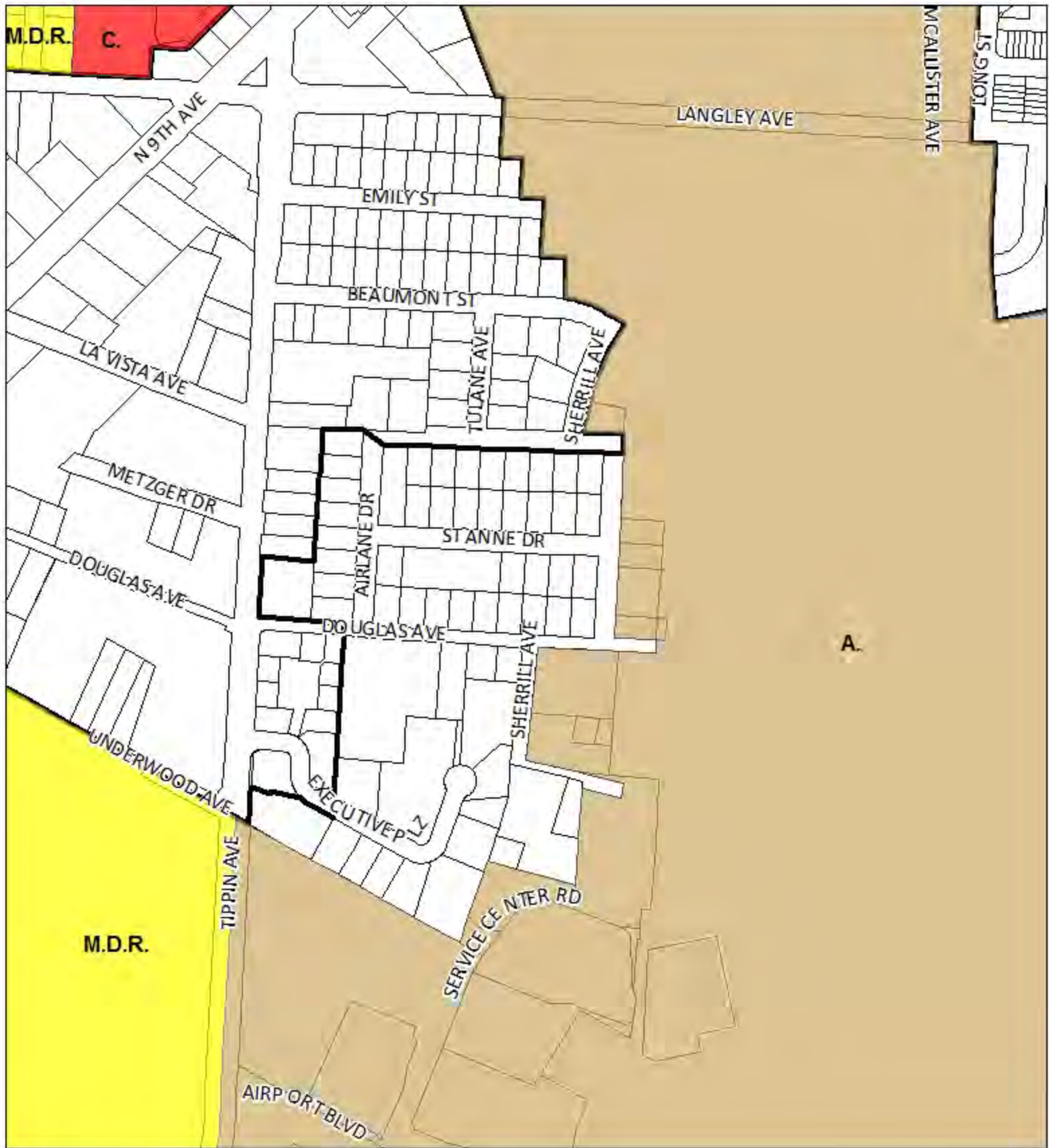
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



FUTURE LAND USE

August 2017

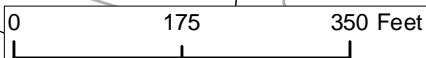


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Legend

- Citylimits
- DelineatingAnnexation
- Parcel Ownership**
- City of Pensacola



Date: 6/13/2017



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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

August 8, 2017

MEMBERS PRESENT: Danny Grundhoefer, Kurt Larson, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Chairman Paul Ritz, Jared Moore, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Amy Hargett, Planning Technician

OTHERS PRESENT: Dax Campbell, Dean Dalrymple, Christian Wagley, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Swearing in of Members
- Approval of Meeting Minutes from July 11, 2017
- New Business:
 1. Request for ROW Vacation of the 1000 Block Avery Street
 2. Request for Final Plat Approval for Girard Place Phase I Subdivision
 3. Consider Zoning and FLUM Amendment for Airport Annexation Parcels
- Open Forum
- Adjournment

Call to Order / Quorum Present

As acting Chair, Mr. Larson called the meeting to order at 2:10 pm with a quorum present.

Swearing in of members - Mr. Larson, Mr. Monk, Mr. Grundhoefer and Ms. Campbell were sworn in by the City Clerk's Office.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the July 11, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue. This request was considered and denied by the Board in their June meeting, however, the previous application contained an agreement between the parties which contained contingencies. The applicant has submitted a new signed agreement and survey indicating the proposed division of the right-of-way if approved by the City. The one outlying issue when the Board considered the application in June has been resolved.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143 / www.cityofpensacola.com

Mr. Dax Campbell stated the City would deed the north 10' to the northern property owner and the south 10' to the southern property owner. Ms. Deese clarified that the portion of the property which abuts Mr. Campbell's property, since he owns the property to the south, will be deeded entirely to him on the western portion of the right-of-way. Ms. Campbell pointed out there were signatures from the other homeowners involved which supported the request.

Ms. Campbell made a motion to approve, seconded by Mr. Monk, and it carried unanimously.

Request for Final Plat Approval for Girard Place Phase I Subdivision

Rebol-Battle & Associates has submitted a request for Final Plat approval for "Girard Place – Phase I" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant.

The application under review contains 11 lots in addition to the remainder of the parent parcel. With this submittal, the townhouse blocks are completely surrounded by the common area/parent parcel. The development remains consistent with the approved Preliminary Plat. Ms. Deese pointed out an important comment addressing access was included in information provided to the Board. Mr. Rebol addressed the Board. He advised with the common area access to the lots, setback regulations were achieved for the Governmental Center District (GCD), and the project had received aesthetic approval.

Mr. Wagley referenced the plat standards in Section 12-8-8 of the Code; one of those requirements applies to the setbacks. This project was determined to be in the dense business area which required a 10' maximum setback, meaning buildings cannot be set more than 10' from the front property line. He did not observe the maximum setback illustrated on the current plat.

Mr. Grundhoefer stated he understood the reasoning for building to the 10' in the Code, requiring buildings to be up against the street. Ms. Deese explained in the Land Development Code, the Historic District spells out that it should be from the right-of-way, whereas the GCD does not. She pointed out the challenges for the Board with platting and subdivision approval, and that the Board was to take the technical comments and make sure they were addressed. She advised interpretations are provided from the technical experts who perform these actions day to day; they had stated this project met the technical requirements of the Code. Mr. Grundhoefer explained he thought the developer was trying to find a loophole to push the buildings back, setting cars in front of the property. Ms. Campbell felt the builders were within their legal rights with the easement in place. Mr. Rebol clarified that it was not an easement but a real piece of property and part of the common lot. He explained there was the right-of-way line, then a piece of property, then the newly created lots. He stated the application for review was a plat and not based on what's going to be there or what it is going to look like; the developer could sell it, and it might be a totally different product. However, in proceeding in this way, the builder was meeting the 10' maximum setback requirement. Ms. Deese verified setbacks were measured from the property line and not from the right-of-way; again, the Historic District spells out right-of-way which the other districts do not. Mr. Grundhoefer suggested the applicant was not complying with the intent of the Code. Mr. Rebol advised that perhaps the Code needed to be reviewed for items which keep falling into loopholes.

Mr. Monk pointed out when the Board approves something, it sets a precedent, and he was hesitant to approve. Ms. Deese clarified for the record that the platting process was very technical, and if all the technical comments had been addressed, the Board was obligated to approve the request. She explained the function of the Board was to ensure the technical comments were received and addressed. On other agenda items such as rezoning, conditional uses or aesthetic review, the Board could exercise its opinions, however, in platting it could not.

Scott Sallis addressed the Board and explained this project had been burdened with many hurdles including stormwater requirements which point out water cannot drain toward the street.

There were issues with Gulf Power determining they could not route utilities where they desired in the common area. The section of land in the front allowed them to meet those technical issues. He pointed out they were not coming to the Board in the spirit of manipulation to not comply with the dense business area requirement. He stated this was an odd obscure part of the Code which was originated when he sat on the Planning Board. He stated that this requirement should be removed from the Code. He pointed out that if the Planning Board was to determine the applicant met the regulations, and they clearly have, the Board was obligated to approve.

Ms. Campbell felt that after hearing staff's comments, the Board's responsibility was to address what was on the table and made a motion to approve, and the motion failed for lack of a second.

Mr. Wagley emphasized the elements of the Code needed to be listed on the plat document; the maximum setback for the dense business area was not listed and constituted a deficiency. Ms. Deese stated staff did review and considered having the plat amended to add the build-to line. In reading the Code, the underlying zoning is the requirement on the plat. Not knowing what may happen with the GCD, staff opted to leave as is and not create confusion for the future. There is no legal requirement to place the build-to line on the plat since it is not within the underlying district but instead in an area. She clarified that the Board was a recommending board to City Council, so the Board could approve or deny. The applicant has the option to move forward to City Council at their choosing even with a denial. In considering platting with City Council, it then becomes a quasi-judicial hearing, so the function would become different with Council making their own decision. She clarified that since this Board is a recommending body, there would be no appeal from the decision today because it is not a final decision.

Mr. Grundhoefer made a motion to deny, seconded by Mr. Monk. The motion failed with 2 supporting and 2 dissenting (Ms. Campbell and Mr. Larson).

Consider Zoning and FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 15-17 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established. Ms. Deese explained all of the property annexed was owned by the airport, and this request was a formality to bring zoning into compliance from county zoning to city zoning. Mr. Grundhoefer asked if the airport needed more land and would grow into those residential lots. Ms. Deese indicated that was not the case, but it was a buffer to remove residences which were impacted by the airport operations.

Mr. Grundhoefer made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Deese stated the applicant for the 9th Avenue property missed the deadline for August but would possibly present in September.

Adjournment – With no further business, Acting Chairman Larson adjourned the meeting at 2:53 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 44-17

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 44-17 REQUEST FOR ZONING MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 44-17 on first reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In July of 2017, City Council approved the annexation of multiple parcels that were recently acquired by the Pensacola International Airport. The annexation of property into the City requires that the annexed area subsequently be brought under a City zoning designation. Because the properties in question are Airport-owned, the Future Land Use designation of Airport District, and the corresponding zoning designation of ARZ (Airport Restricted Zoning) is needed. On August 8, 2017, the Planning Board unanimously recommended approval of the Airport Future Land Use and the ARZ Zoning designation for the recently annexed parcels.

PRIOR ACTION:

July 13, 2017 - City Council approved Ordinance 15-17 - Annexation of Property - Campus Heights.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 44-17
- 2) Proposed Zoning Map, dated August 2017
- 3) Annexation Map, dated June 13, 2017
- 4) August 8, 2017 Planning Board Minutes

PRESENTATION: No

PROPOSED 44-17
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on June 8, 2017 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST

LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE S68°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR 75.65 FEET; THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET; THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET; THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE; THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES); THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET; THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS; THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' R/W); THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

is hereby amended from County Zoning to City Zoning - ARZ Airport

Restricted Zone (city owned property).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



ANNEXED PROPERTY TO BE REZONED ARZ

August 2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



Legend

- Citylimits
- DelineatingAnnexation
- Parcel Ownership**
- City of Pensacola

0 175 350 Feet

Date: 6/13/2017



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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

August 8, 2017

MEMBERS PRESENT: Danny Grundhoefer, Kurt Larson, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Chairman Paul Ritz, Jared Moore, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Amy Hargett, Planning Technician

OTHERS PRESENT: Dax Campbell, Dean Dalrymple, Christian Wagley, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Swearing in of Members
- Approval of Meeting Minutes from July 11, 2017
- New Business:
 1. Request for ROW Vacation of the 1000 Block Avery Street
 2. Request for Final Plat Approval for Girard Place Phase I Subdivision
 3. Consider Zoning and FLUM Amendment for Airport Annexation Parcels
- Open Forum
- Adjournment

Call to Order / Quorum Present

As acting Chair, Mr. Larson called the meeting to order at 2:10 pm with a quorum present.

Swearing in of members - Mr. Larson, Mr. Monk, Mr. Grundhoefer and Ms. Campbell were sworn in by the City Clerk's Office.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the July 11, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue. This request was considered and denied by the Board in their June meeting, however, the previous application contained an agreement between the parties which contained contingencies. The applicant has submitted a new signed agreement and survey indicating the proposed division of the right-of-way if approved by the City. The one outlying issue when the Board considered the application in June has been resolved.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

Mr. Dax Campbell stated the City would deed the north 10' to the northern property owner and the south 10' to the southern property owner. Ms. Deese clarified that the portion of the property which abuts Mr. Campbell's property, since he owns the property to the south, will be deeded entirely to him on the western portion of the right-of-way. Ms. Campbell pointed out there were signatures from the other homeowners involved which supported the request.

Ms. Campbell made a motion to approve, seconded by Mr. Monk, and it carried unanimously.

Request for Final Plat Approval for Girard Place Phase I Subdivision

Rebol-Battle & Associates has submitted a request for Final Plat approval for "Girard Place – Phase I" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant.

The application under review contains 11 lots in addition to the remainder of the parent parcel. With this submittal, the townhouse blocks are completely surrounded by the common area/parent parcel. The development remains consistent with the approved Preliminary Plat. Ms. Deese pointed out an important comment addressing access was included in information provided to the Board. Mr. Rebol addressed the Board. He advised with the common area access to the lots, setback regulations were achieved for the Governmental Center District (GCD), and the project had received aesthetic approval.

Mr. Wagley referenced the plat standards in Section 12-8-8 of the Code; one of those requirements applies to the setbacks. This project was determined to be in the dense business area which required a 10' maximum setback, meaning buildings cannot be set more than 10' from the front property line. He did not observe the maximum setback illustrated on the current plat.

Mr. Grundhoefer stated he understood the reasoning for building to the 10' in the Code, requiring buildings to be up against the street. Ms. Deese explained in the Land Development Code, the Historic District spells out that it should be from the right-of-way, whereas the GCD does not. She pointed out the challenges for the Board with platting and subdivision approval, and that the Board was to take the technical comments and make sure they were addressed. She advised interpretations are provided from the technical experts who perform these actions day to day; they had stated this project met the technical requirements of the Code. Mr. Grundhoefer explained he thought the developer was trying to find a loophole to push the buildings back, setting cars in front of the property. Ms. Campbell felt the builders were within their legal rights with the easement in place. Mr. Rebol clarified that it was not an easement but a real piece of property and part of the common lot. He explained there was the right-of-way line, then a piece of property, then the newly created lots. He stated the application for review was a plat and not based on what's going to be there or what it is going to look like; the developer could sell it, and it might be a totally different product. However, in proceeding in this way, the builder was meeting the 10' maximum setback requirement. Ms. Deese verified setbacks were measured from the property line and not from the right-of-way; again, the Historic District spells out right-of-way which the other districts do not. Mr. Grundhoefer suggested the applicant was not complying with the intent of the Code. Mr. Rebol advised that perhaps the Code needed to be reviewed for items which keep falling into loopholes.

Mr. Monk pointed out when the Board approves something, it sets a precedent, and he was hesitant to approve. Ms. Deese clarified for the record that the platting process was very technical, and if all the technical comments had been addressed, the Board was obligated to approve the request. She explained the function of the Board was to ensure the technical comments were received and addressed. On other agenda items such as rezoning, conditional uses or aesthetic review, the Board could exercise its opinions, however, in platting it could not.

Scott Sallis addressed the Board and explained this project had been burdened with many hurdles including stormwater requirements which point out water cannot drain toward the street.

There were issues with Gulf Power determining they could not route utilities where they desired in the common area. The section of land in the front allowed them to meet those technical issues. He pointed out they were not coming to the Board in the spirit of manipulation to not comply with the dense business area requirement. He stated this was an odd obscure part of the Code which was originated when he sat on the Planning Board. He stated that this requirement should be removed from the Code. He pointed out that if the Planning Board was to determine the applicant met the regulations, and they clearly have, the Board was obligated to approve.

Ms. Campbell felt that after hearing staff's comments, the Board's responsibility was to address what was on the table and made a motion to approve, and the motion failed for lack of a second.

Mr. Wagley emphasized the elements of the Code needed to be listed on the plat document; the maximum setback for the dense business area was not listed and constituted a deficiency. Ms. Deese stated staff did review and considered having the plat amended to add the build-to line. In reading the Code, the underlying zoning is the requirement on the plat. Not knowing what may happen with the GCD, staff opted to leave as is and not create confusion for the future. There is no legal requirement to place the build-to line on the plat since it is not within the underlying district but instead in an area. She clarified that the Board was a recommending board to City Council, so the Board could approve or deny. The applicant has the option to move forward to City Council at their choosing even with a denial. In considering platting with City Council, it then becomes a quasi-judicial hearing, so the function would become different with Council making their own decision. She clarified that since this Board is a recommending body, there would be no appeal from the decision today because it is not a final decision.

Mr. Grundhoefer made a motion to deny, seconded by Mr. Monk. The motion failed with 2 supporting and 2 dissenting (Ms. Campbell and Mr. Larson).

Consider Zoning and FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 15-17 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established. Ms. Deese explained all of the property annexed was owned by the airport, and this request was a formality to bring zoning into compliance from county zoning to city zoning. Mr. Grundhoefer asked if the airport needed more land and would grow into those residential lots. Ms. Deese indicated that was not the case, but it was a buffer to remove residences which were impacted by the airport operations.

Mr. Grundhoefer made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Deese stated the applicant for the 9th Avenue property missed the deadline for August but would possibly present in September.

Adjournment – With no further business, Acting Chairman Larson adjourned the meeting at 2:53 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00654

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING: DESIGNATION OF THE PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FL, PARCEL REFERENCE NUMBER 000S009060001105, AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES

RECOMMENDATION:

That City Council hold the first of two Public Hearings to designate the property located at 1717 West Cervantes Street (Parcel Reference Number 000S009060001105) a Green Reuse Area.

HEARING REQUIRED: Public

SUMMARY:

SP Downs, LLC has requested City Council designate 1717 West Cervantes Street a Green Reuse Area pursuant to Section 376.80(2)(c) of Florida's Brownfields Redevelopment Act. When fully developed as an affordable residential rental community, it will consist of a total of 72 units, with community amenities. SP Downs is applying for this designation to address the perception of contamination from the demolition of a historic hotel and tourist camp. The perception creates a material level of regulatory activity and legal liability that complicates redevelopment.

This designation will allow SP Downs to access state-based Brownfield Redevelopment incentives to help underwrite costs associated with managing the environmental risk. A reduction in those costs will keep overall construction costs as low as possible and result in a more financially feasible housing project.

The designation requires two public hearings, community input and an announcement of the upcoming hearings. The applicant held a community meeting at the Pensacola Public Library on October 26, 2017, The announcement of upcoming hearings was made to City Council at the November 6, 2017 Agenda Conference.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

12/4/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Rebecca Ferguson, Economic Development Coordinator

ATTACHMENTS:

- 1) Delphin Downs Resolution with Exhibits

PRESENTATION: No

RESOLUTION
NO. _____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION DESIGNATING PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501, AND IDENTIFIED BY PARCEL REFERENCE NUMBER 000S009060001105, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF PENSACOLA TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to § 97-277, Laws of Florida, codified at § 376.77 – § 376.86, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment and promote economic development and revitalization generally; and

WHEREAS, SP Downs, LLC (“SP Downs”), controls one parcel located at 1717 West Cervantes Street, Pensacola, Escambia County, FL 32501, and identified by Parcel Reference Number 000S009060001105 (the “Subject Property”), as depicted in Exhibit “A” attached hereto and more particularly described in Exhibit “B” attached hereto, by virtue of a Purchase and Sale Agreement, dated June 29, 2016, and is developing it for residential use; and has requested designation of the Subject Property as the Delphin Downs Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfields Redevelopment Act; and

WHEREAS, the City has reviewed the relevant criteria that apply in such designations, as specified in § 376.80(2)(c), Florida Statutes, and has determined that the Subject Property qualifies for designation because the following requirements have been satisfied:

1. SP Downs controls Subject Property by virtue of a Purchase and Sale Agreement dated June 29, 2016, and has agreed to rehabilitate and redevelop it;
2. rehabilitation and redevelopment of the Subject Property will result in economic productivity in the area;

3. redevelopment of the Subject Property is consistent with the Comprehensive Plan of the City of Pensacola and is a permissible use under the City's Zoning Code;
4. proper notice of the proposed rehabilitation of the Subject Property has been provided to neighbors and nearby residents, and SP Downs has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and
5. SP Downs has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan; and

WHEREAS, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Delphin Downs Green Reuse Area a "brownfield area" to further its rehabilitation and redevelopment for purposes of § 376.77 – § 376.86, Florida Statutes; and

WHEREAS, the applicable procedures set forth in § 376.80 and § 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with § 376.80(1) and § 166.041(3)(c)2, Florida Statutes; and

WHEREAS, such designation shall not render the City of Pensacola liable for costs of site rehabilitation, including remediation, or source removal, as those terms are defined in §§ 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. Recitals. That the recitals and findings set forth in this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Satisfaction of Applicable Criteria. The City Council finds that SP Downs has satisfied the criteria set forth in § 376.80(2)(c), Florida Statutes.

Section 3. Designation. The City Council designates the Subject Property depicted on Exhibit "A" and described on Exhibit "B" attached hereto and incorporated herein by reference as a "brownfield area" for purposes of § 376.77 – § 376.86, Florida Statutes, under the following terms and conditions:

- a. Such designation shall not render the City of Pensacola liable for costs of site remediation, rehabilitation, and economic development or source removal, or for any other costs that may arise or be incurred.

Section 4. Notification. The City Clerk, or her designee, is hereby authorized to notify the Florida Department of Environmental Protection of the City Council's resolution designating the Delphin Downs Green Reuse Area a "brownfield area" for purposes of § 376.77 – § 376.86, Florida Statutes.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption by City Council.

Adopted:

Approved:

Attest:

City Clerk

Legal in form and valid if adopted:

City Attorney

Exhibit A

Source: Escambia County Property Appraiser

[←](#)
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 Account
 Reference
 [→](#)

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<p>General Information</p> <p>Reference: 000S009060001105</p> <p>Account: 151033000</p> <p>Owners: PATEL THAKORBHAI N & PATEL SAVITABEN T</p> <p>Mail: 6111 ENTERPRISE DR APT 604 PENSACOLA, FL 32505</p> <p>Situs: 1717 W CERVANTES ST 32501</p> <p>Use Code: VACANT COMMERCIAL</p> <p>Taxing Authority: PENSACOLA CITY LIMITS</p> <p>Schools (Elem/Int/High): GLOBAL LEARNING ACADEMY/WORKMAN/PENSACOLA</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <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>2016</td> <td>\$309,000</td> <td>\$48,533</td> <td>\$357,533</td> <td>\$131,843</td> </tr> <tr> <td>2015</td> <td>\$309,000</td> <td>\$46,842</td> <td>\$355,842</td> <td>\$130,927</td> </tr> <tr> <td>2014</td> <td>\$309,000</td> <td>\$47,091</td> <td>\$356,091</td> <td>\$129,888</td> </tr> </tbody> </table> <p>Disclaimer</p> <hr/> <p>Amendment 1/Portability Calculations</p> <p>★ File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2016	\$309,000	\$48,533	\$357,533	\$131,843	2015	\$309,000	\$46,842	\$355,842	\$130,927	2014	\$309,000	\$47,091	\$356,091	\$129,888				
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2015	\$309,000	\$46,842	\$355,842	\$130,927																					
2014	\$309,000	\$47,091	\$356,091	\$129,888																					
<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/1983</td> <td>1806</td> <td>270</td> <td>\$365,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>05/1981</td> <td>1504</td> <td>584</td> <td>\$80,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/1980</td> <td>1436</td> <td>622</td> <td>\$80,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/1983	1806	270	\$365,000	WD	View Instr	05/1981	1504	584	\$80,000	WD	View Instr	03/1980	1436	622	\$80,000	WD	View Instr	<p>2016 Certified Roll Exemptions</p> <p>HOMESTEAD EXEMPTION, SENIOR EXEMPTION</p> <p>Legal Description</p> <p>ALL OF BLK 105 OR 1806 P 270 WEST KING TRACT CA 116</p> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
08/1983	1806	270	\$365,000	WD	View Instr																				
05/1981	1504	584	\$80,000	WD	View Instr																				
03/1980	1436	622	\$80,000	WD	View Instr																				

Parcel Information


Section Map Id: [CA116](#)

Approx. Acreage: 2.0661

Zoned: C-1

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Exhibit B

Legal Description

All of Block 105, WEST KING TRACT, City of Pensacola, according to map of said City copyrighted by Thomas C. Watson in 1906. Subject to the existing right-of-way of Cervantes Street (U.S. Highway 90), all lying and being situate in Escambia County, Florida.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00630

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - AGUADA CREEK

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on December 14, 2017 to consider approval of the final subdivision plat - Aguada Creek.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

The City has received a request from Ahi Esta, LLC for Final Plat approval of Aguada Creek subdivision. The proposed subdivision is located in the C-2 (Commercial Retail) zoning district and will create 14 lots of varying widths from the 0.6027 acre site that is bounded by Intendencia Street on the south and Spring Street on the east. The Final Plat has been reviewed by the applicable City Staff and utility providers for compliance with the City's subdivision requirements.

On November 14, 2017, the City's Planning Board unanimously recommended approval of the Final Plat.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Subdivision Plat Application, Aguada Creek, dated August 15, 2017
- 2) Final Subdivision Plat, Aguada Creek, dated November 1, 2017
- 3) Plat Boundary Survey, Aguada Creek, dated April 4, 2017
- 4) November 14, 2017 Planning Board Minutes

PRESENTATION: Yes



SUBDIVISION PLAT

Please Check Application Type:

Minor Subdivision (< 4 lots)

Subdivision (> 4 lots)

Preliminary & Final Plat Submission
Fee: \$2,000.00

Preliminary Plat Submission
Fee: \$1,000.00 + \$25/lot

Final Plat Submission
Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

Applicant Information

Name: Ahi Esta, LLC

Address: PO Box 832, Pass Christian, MS 39571

Phone: (601) 951-3981

Fax: _____

Email: rimmer@shaggys.biz

Owner Information (if different from applicant)

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Property Information

Location/Address: 111 South Spring Street, Pensacola, FL 32502

Subdivision Name: Aguada Creek

of Parcels to be Subdivided: 3 Parcel ID #(s): 00-0S-00-9070-120-001, 00-0S-00-9001-002-352, 00-0S-00-9001-001-352

of Existing Lots: 3 # of Proposed Lots: 14 Total Acreage: 0.6027

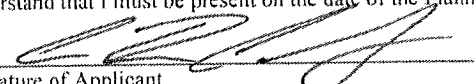
Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: Residential* Non-Residential
[*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? YES NO

If yes, specify exact variance requested: _____

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.


Signature of Applicant
(Owner of Property or Official Representative of Owner)

8/15/17
Date

FOR OFFICE USE ONLY

Zone: C-2 / Dense Business District: 7

Date Received: 8/15/2017 Case Number: _____

Application Fee: \$1,350.00 (Preliminary) Receipt #: _____

Open Space Requirement (acres or \$): \$11,813.40 Receipt #: _____

Planning Board Date: 9/12/2017 Recommendation: N/A

Council Date: _____ Action: _____

Recording Date: _____ Map Bk/Pg: _____

***Sec. 12-8-6. SITES FOR PUBLIC USE.**

(B) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:

(1) *Dedication of land for park, recreation or open space needs.* The subdivider(s) or owner(s) shall dedicate to the city for park and recreation or open space purposes at least five (5) percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter (1/4) acre

(2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider(s) or owner(s) shall pay unto the city such sum of money equal in value to five (5) percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the city manager and the subdivider. If the city manager and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The city manager shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two (2) shall appoint a third.

***Open Space Requirement (only applicable to residential subdivision)**

Sec. 12-8-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check preferred method of meeting requirement:

(a) Total Land Area: _____ acres

5% for land dedication*: _____ acres

[*may not equal less than 1/4 acre]

(b) Value of land (Esc. Co. Tax Assessor) \$ 236,268

Fee in lieu of land dedication (5% of value) \$ 11,813.40

[Payable to the City of Pensacola; Due after plat approval, prior to receiving signatures]

Sec. 12-8-3. Procedure for subdivision approval.

(A) *Procedure for subdivision requiring a plat.*

(1) *Approval of preliminary plat by the planning board.*

(a) Any person desiring to divide land into three (3) or more lots shall first file with the planning board a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-8-8.

(b) Accompanying the preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities which serve or influence it. On such sketch map, the main traffic arteries, shopping centers, schools, parks, and playgrounds, principal places of employment and other principal features should be noted.

(c) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(d) A master drainage plan at a scale not smaller than one inch equals two hundred (200) feet, shall be prepared. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements including but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.

(e) Eleven (11) copies of the preliminary plat shall be submitted to The Community Development Department at least thirty (30) calendar days prior to the meeting at which it is to be considered.

(f) Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, traffic engineer, energy services, Escambia County Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.

(g) When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection.

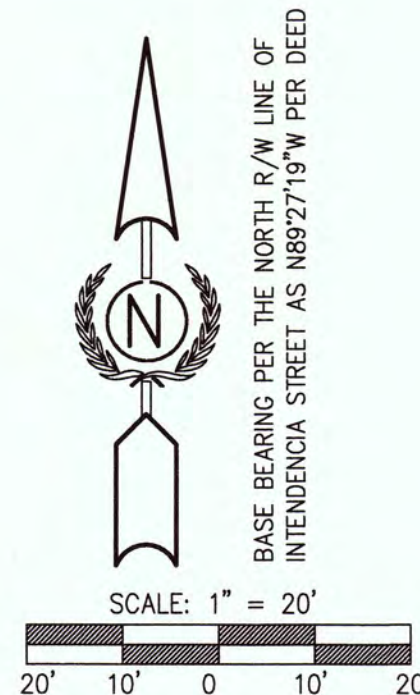
(2) *Approval of final plat by the planning board and city council.*

(a) The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat which he proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (three hundred sixty-five (365) days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the preliminary plat must be resubmitted to the planning board for their review and approval prior to submission of the final plat.

FINAL PLAT OF AGUADA CREEK

A REPLAT OF A PORTION OF LOT 352, BLOCK 1, DONELSON TRACT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 30 WEST, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

NOVEMBER 2017



OWNER/DEVELOPER
AHI ESTA, LLC
PO BOX 832, PASS CHRISTIAN, MS
PHONE: (601) 951-3981

DESIGNER:
ARCHITECT BRUCE B. TOLLAR, P.A.
607 COTTAGE SQUARE LANE
OCEAN SPRINGS, MS 39564
PHONE: (228) 875-3806

LAND SURVEYOR
WILLIAM T. BUTLER
PROFESSIONAL LAND SURVEYOR NO. 3774
BUTLER & ASSOCIATES OF PENSACOLA INC.
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FL 32515
PHONE: (850) 476-4768

CIVIL & ENVIRONMENTAL ENGINEER
TAMOR KRAFT, E.I.
2510 14-TH STREET, SUITE 1
GULFPORT, MS 39501
PHONE: (228) 396-0486

CURVE TABLE

Curve	Radius	Chord	Delta	CB
C1 (D)	278.76'	113.59'	23°30'40"	51157'16"W
C1 (F)	278.76'	114.40'	23°30'52"	51156'37"W
C2 (D)	278.76'	2.58'	0°31'49"	52438'35"W
C2 (P)	278.76'	2.58'	0°31'45"	50148'04"W

ZONING
THE PROPERTY IS LOCATED IN C-2 DENSE BUSINESS AREA WHICH HAS A MAXIMUM FRONT YARD SETBACK OF 10 FEET (LDC SECTION 12-2-8).

FLOOD ZONE DESIGNATION

THE PROPERTY IS LOCATED IN ZONE: "AE" (AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOODPLAIN) WITH A BASE FLOOD ELEVATION OF 7.0 FEET AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 120330390 G, COMMUNITY NAME: CITY OF PENSACOLA - COMMUNITY NUMBER: 120082, MAP REVISED: 9/29/2006 (INDEX DATE: 9/29/2006) ESCAMBIA COUNTY, FL AND PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NATIONAL FLOOD INSURANCE PROGRAM).

GENERAL NOTES:

- NO SITES TO BE RESERVED OR DEDICATED FOR PARKS, PLAYGROUNDS OR OTHER PUBLIC USE WITHIN THE BOUNDARIES OF THE PARCEL TO BE SUBDIVIDED.
- THE PROPERTY IS LOCATED IN C-2 DENSE BUSINESS AREA WHICH HAS A MAXIMUM FRONT YARD SETBACK OF 10 FEET (LDC SECTION 12-2-8).
- UNDERGROUND RETENTION SYSTEM WILL BE DESIGNED AND CONSTRUCTED ON SITE FOR STORM WATER TREATMENT.
- ADJACENT PROPERTIES TO THE DESCRIBED PARCEL TO THE NORTH AND TO THE WEST ARE CONTIGUOUS WITH THE BOUNDARIES OF THE DESCRIBED PROPERTY.
- THE PURPOSE OF THE 20' EASEMENT AS PER OR. BK. 3058, PAGE 536 IS FOR INSTALLATION AND MAINTENANCE OF TELECOMMUNICATION LINES AND EQUIPMENT.
- THERE ARE NO ANY ENCUMBRANCES THAT WILL ADVERSELY AFFECT THE PROPOSED DESIGN ON THE DESCRIBED PROPERTY.

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION:

(TITLE COMMITMENT NO. 6234113, ISSUED BY CHICAGO TITLE INSURANCE COMPANY)

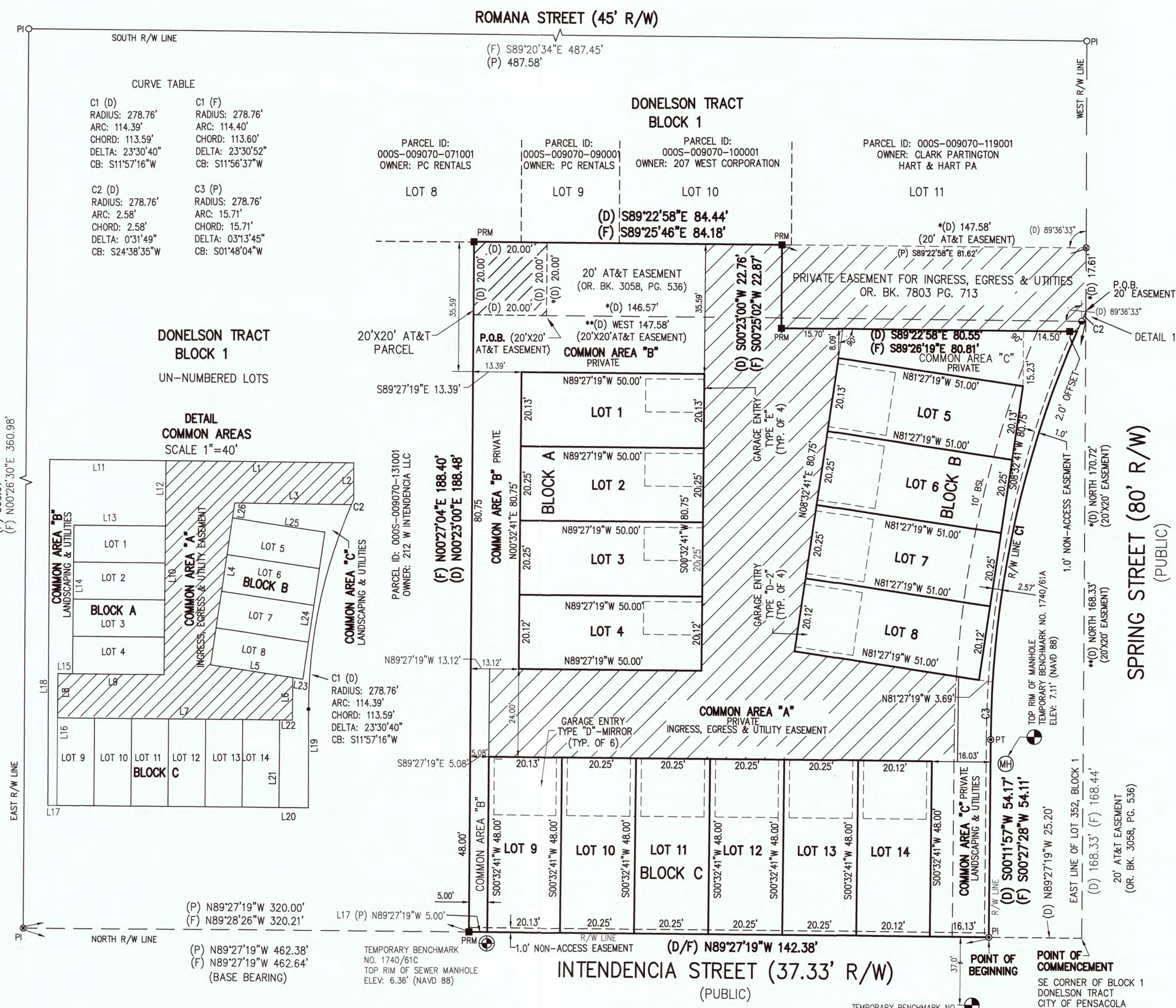
EXHIBIT "A"

A PARCEL OF LAND IN BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE GO NORTH 89 DEGREES 27 MINUTES 19 SECONDS WEST ALONG SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 25.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SPRING STREET (80 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE NORTH 89 DEGREES 27 MINUTES 19 SECONDS WEST AND ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 142.38; THENCE GO NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 188.48 FEET, THENCE GO SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 84.44 FEET; THENCE GO SOUTH 00 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 22.76 FEET; THENCE GO SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 80.55 FEET, TO AN INTERSECTION WITH THE APFORESAID WESTERLY RIGHT OF WAY LINE OF SPRING STREET, SAID RIGHT OF WAY LINE BEING A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 278.76 FEET, A CENTRAL ANGLE OF 23 DEGREES 30 MINUTES 40 SECONDS, A CHORD BEARING SOUTH 11 DEGREES 57 MINUTES 16 SECONDS WEST AND A CHORD DISTANCE OF 113.59 FEET; THENCE GO SOUTHERLY ALONG THE SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 114.39 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 11 MINUTES 57 SECONDS WEST ON A TANGENT TO THE CURVE LAST DESCRIBED ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 54.17 FEET TO THE POINT OF BEGINNING.

DEED OF EASEMENTS TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY PER OR. BK. 3058, PAGE 536)

20'X20' EASEMENT
A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.07 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK FOR A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY LINE FOR A DISTANCE OF 17.61 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG AN EXTENSION OF THE LINE LAST TRAVERSED FOR A DISTANCE OF 20.00 FEET; THENCE NORTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE DEFLECTING 90°23'27" TO THE RIGHT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

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A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.07 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK FOR A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY LINE FOR A DISTANCE OF 17.61 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG AN EXTENSION OF THE LINE LAST TRAVERSED FOR A DISTANCE OF 20.00 FEET; THENCE NORTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE DEFLECTING 90°23'27" TO THE RIGHT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.



SURVEYOR'S NOTES:

- THE PROPERTY DESCRIBED HEREIN IS THE SAME AS THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 6234113, EFFECTIVE DATE: FEBRUARY 27, 2017.
- ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SCHEDULE B, SECTION II OF SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY, AS SHOWN ON THE BOUNDARY SURVEY, ORDER NO. 16-11-020 PREPARED BY WILLIAM T. BUTLER, P.L.S. NO. 3774, ON BEHALF OF BUTLER & ASSOCIATES OF PENSACOLA INC.
- ELEVATIONS BASED ON REFERENCE BENCHMARK BG 1731, ELEVATION 13.06' (NAVD 88), ESCAMBIA COUNTY, FLORIDA.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- ALL SUBDIVISION CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS SET IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011-177.151.
- BASE BEARING PER THE NORTH RIGHT OF WAY LINE OF INTENDENCIA STREET AS N89°27'19"W PER DEED AS FURNISHED.
- ACCESS TO THE PROPERTY FROM SPRING STREET IS A PRIVATE INGRESS, EGRESS AND UTILITY EASEMENT DEDICATED ONLY TO AGUADA CREEK HOME OWNER'S ASSOCIATION INC. FOR INGRESS & EGRESS FROM ALL LOTS AND ALSO FOR AT&T TECHNICIANS FOR PROVIDING MAINTENANCE AND REPAIR OF THE EQUIPMENT INSTALLED IN 20'X20' AT&T EASEMENT AT THE NORTHWEST CORNER OF THE PROPERTY.
- PRIVATE COMMON AREA "A" IS DESIGNATED FOR INGRESS, EGRESS AND UTILITIES. PRIVATE COMMON AREAS "B" AND "C" DESIGNATED FOR LANDSCAPING AND UTILITIES.

LEGEND

- FOUND 1/2" IRON ROD
- SET 5/8" ALLOY CAPPED
- IRON ROD NUMBER 6112 IN PAVEMENT
- SET 4"x4" CONCRETE MONUMENT NO. 6112
- FOUND 1/2" CAPPED IRON ROD NO. 1748
- FOUND NAIL AND DISC NO. 7277
- FOUND 1/2" CAPPED IRON ROD (MUTILATED)
- E DENOTES EAST
- W DENOTES WEST
- N DENOTES NORTH
- S DENOTES SOUTH
- (D) DENOTES DEED
- (F) DENOTES FIELD
- (P) DENOTES PLAT
- CALC. DENOTES CALCULATED
- OR./BK. DENOTES OFFICIAL RECORD BOOK AND PAGE
- R/W DENOTES RIGHT OF WAY

DEDICATION

KNOW ALL MEN BY THIS PRESENT THAT AHI ESTA, LLC, OWNER OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS AGUADA CREEK, I HEREBY DEDICATE TO AGUADA CREEK HOMEOWNERS ASSOCIATION, INC. ALL PRIVATE INGRESS, EGRESS AND UTILITY EASEMENTS AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WITNESS: OWNER: AHI ESTA, LLC

SIGNATURE: SIGNATURE

PRINT: PRINT

WITNESS: TITLE

SIGNATURE: SIGNATURE

PRINT: PRINT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL HEREIN AFTER AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2017.

PRINT: MY COMMISSION EXPIRES: _____

SIGNATURE: MY COMMISSION NUMBER: _____

CERTIFICATE OF ESCAMBIA COUNTY CLERK

COMMISSIONERS OF ESCAMBIA COUNTY, STATE OF FLORIDA I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTION 177.011 THROUGH 177.151 OF THE 1998 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR THE RECORD ON THE _____ DAY OF _____ 2017, AND FILED IN PLAT BOOK _____ AT PAGE _____ OF SAID COUNTY.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

CITY COUNCIL APPROVAL

I, ERICA BURNETT, CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON _____ DAY, _____ 2017 AND WAS APPROVED BY SAID COUNCIL.

ERICKA BURNETT, CITY CLERK, PENSACOLA, FLORIDA

CITY SURVEYOR STATEMENT

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

DAVID D. GLAZE
REGISTERED LAND SURVEYOR NO. 5605
5700 NORTH DAVIS HWY,
PENSACOLA, FL 32503

CONSENT AND JOINDER TO PLAT DEDICATION

BANKCORPSOUTH BANK HEREBY CERTIFIES THAT IT IS THE HOLDER OF THE MORTGAGE LIEN OR OTHER ENCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK _____ OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA ("MORTGAGE"), ENCUMBERING THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE DEDICATION SECTION HEREIN, AND AGREES THAT THE MORTGAGE SHALL BE SUBORDINATED TO SAID DEDICATIONS.

BANKCORPSOUTH WITNESS: WITNESS:

SIGNATURE: SIGNATURE SIGNATURE

PRINT: PRINT PRINT

TITLE: _____

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE INDIVIDUAL HEREIN AFTER AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2017.

PRINT: MY COMMISSION EXPIRES: _____

SIGNATURE: MY COMMISSION NUMBER: _____

CERTIFICATE OF ATTORNEY

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE CITY OF PENSACOLA LAND DEVELOPMENT CODE.

SIGNED THIS _____ DAY OF _____ 2017.

PRINT ATTORNEY: _____

SIGN ATTORNEY: _____

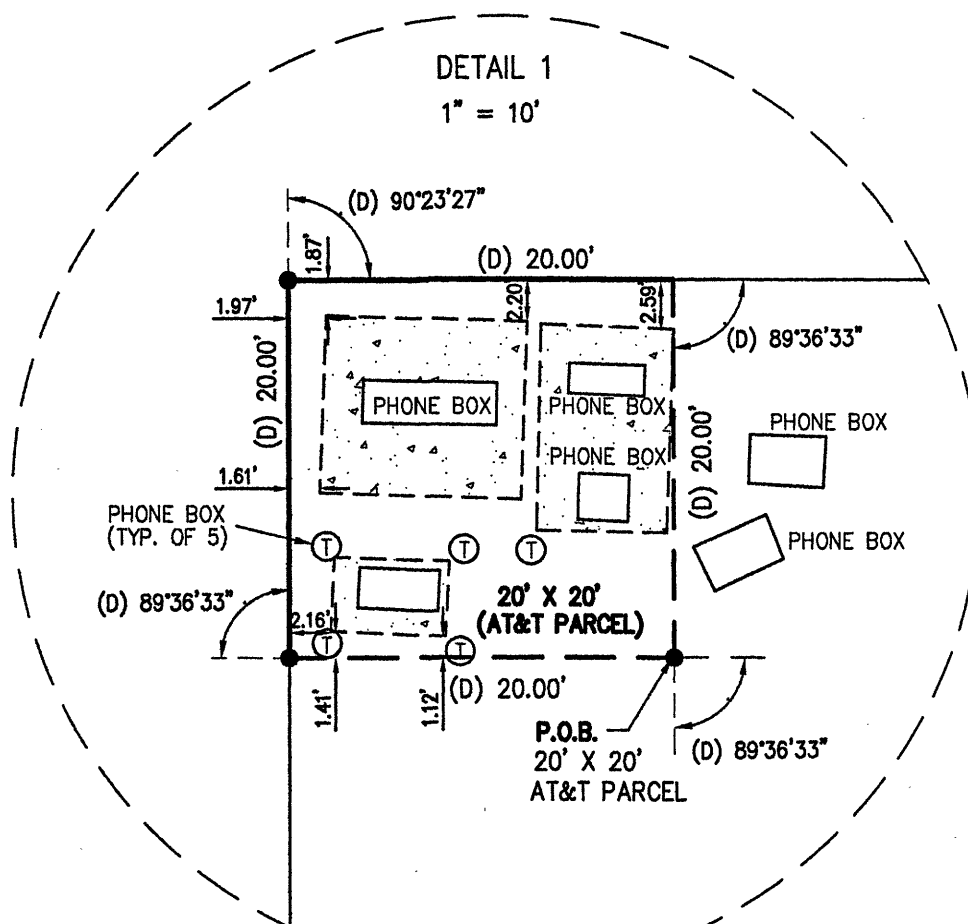
SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177, SECTIONS 171.011 - 177.51 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 171.002, FLORIDA ADMINISTRATION CODE SIGNED ON THE _____ DAY OF _____ 2017.

WILLIAM T. BUTLER
PROFESSIONAL SURVEYOR AND MAPPER NO. 3774, LB NO. 6112
BUTLER & ASSOCIATES OF PENSACOLA, INC.
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FL 32514

ROMANA STREET (45' R/W)

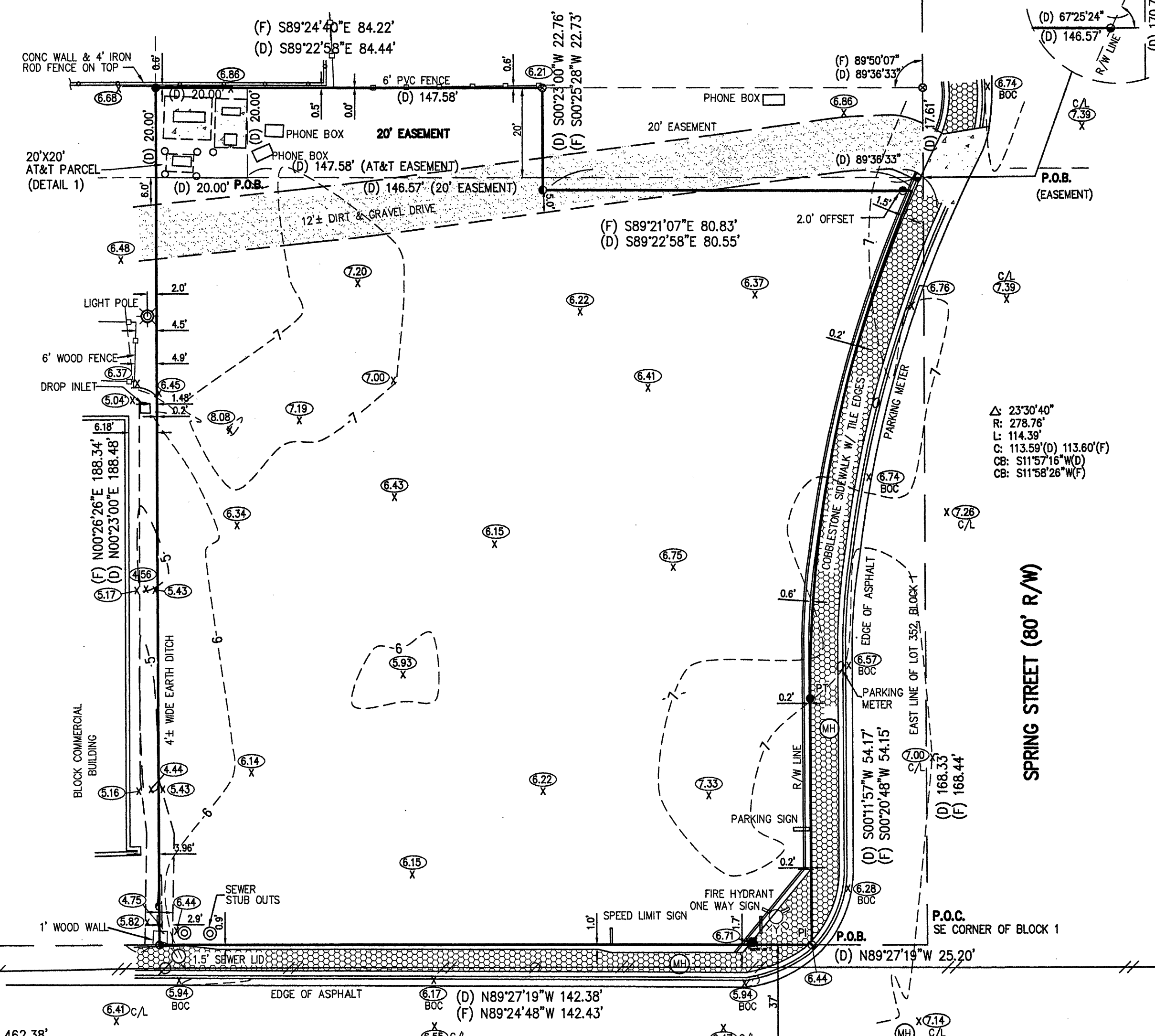
(F) S89°20'34"E 487.45'
(P) 487.58'



A PARCEL OF LAND IN BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1, THENCE GO NORTH 89 DEGREES 27 MINUTES 19 SECONDS WEST ALONG SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 25.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SPRING STREET (80 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 89 DEGREES 27 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 142.38; THENCE GO NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST A DISTANCE OF 188.48 FEET; THENCE GO SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 22.76 FEET; THENCE GO SOUTH 89 DEGREES 22 MINUTES 58 SECONDS EAST A DISTANCE OF 80.56 FEET, TO AN INTERSECTION WITH THE AFORESAID WESTERLY RIGHT OF WAY LINE OF SPRING STREET, SAID RIGHT OF WAY LINE BEING A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 278.78 FEET, A CENTRAL ANGLE OF 23 DEGREES 30 MINUTES 40 SECONDS, A CHORD BEARING SOUTH 11 DEGREES 57 MINUTES 16 SECONDS WEST AND A CHORD DISTANCE OF 113.59 FEET; THENCE GO SOUTHERLY ALONG THE SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 114.39 FEET TO A POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 11 MINUTES 57 SECONDS WEST ON A TANGENT TO THE CURVE LAST DESCRIBED ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 54.17 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (AT&T PARCEL) (O.R. BK 3058, PG 536)
A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.01 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK FOR A DISTANCE OF 188.33 FEET; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 147.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG AN EXTENSION OF THE LINE LAST TRAVERSED FOR A DISTANCE OF 20.00 FEET; THENCE NORTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE DEFLECTING 90°23'27" TO THE RIGHT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 20.00 FEET; THENCE SOUTHERLY DEFLECTING 89°36'33" TO THE RIGHT FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: (20' EASEMENT) (O.R. BK 3058, PG 536)
A PARCEL OF LAND IN LOT 352, BLOCK 1, DONELSON TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, CONTAINING 0.07 ACRES, MORE OR LESS, AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK 1; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK FOR A DISTANCE OF 170.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID EASTERLY LINE FOR A DISTANCE OF 17.61 FEET TO THE NORTHERLY LINE OF SAID LOT 352; THENCE WESTERLY DEFLECTING 89°36'33" TO THE LEFT ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 147.58 FEET; THENCE SOUTHERLY DEFLECTING 90°23'27" TO THE LEFT FOR A DISTANCE OF 20.00 FEET; THENCE EASTERLY DEFLECTING 89°36'33" TO THE LEFT FOR A DISTANCE OF 146.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BARCELONA STREET AND A POINT ON A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 278.78 FEET AND A DELTA ANGLE OF 00°31'49"; THENCE NORTHEASTERLY DEFLECTING 67°25'24" ALONG SAID WESTERLY RIGHT OF WAY LINE AND CURVE FOR AN ARC DISTANCE OF 2.58 FEET (CHORD = 2.58') TO THE POINT OF BEGINNING.



REUS STREET (50' R/W)
(F) N00°26'30"E 360.88'
(P) 360.67'

R/W LINE

R/W LINE

R/W LINE

R/W LINE

(P) N89°27'19"W 320.00'
(F) N89°28'26"W 320.21'

(P) N89°27'19"W 462.38'
(F) N89°27'19"W 462.64'

INTENDENCIA STREET (37.33' R/W)

SPRING STREET (80' R/W)

TEMPORARY BENCHMARK NO. 1740/61B, 1/2" CAPPED IRON ROD NO. 7073, ELEV. 6.98' (NAVD 88)

- FOUND 1/2" CAPPED IRON ROD NO. 4655
- FOUND 1/2" CAPPED IRON ROD NO. 1748
- FOUND 1/2" ORANGE CAPPED IRON ROD (MUTILATED)
- FOUND NAG NAIL
- FOUND NAIL AND DISC NO. 7277
- FOUND 1/2" CAPPED IRON ROD (MUTILATED)
- FOUND 1/2" IRON ROD
- SET 1/2" CAPPED IRON ROD NO. LB 6112
- SET 1/2" RED CAPPED IRON ROD NO. LB 6112
- DENOTES MEASURED GRADE ELEVATION BASED ON BENCHMARK BS 1731, ELEVATION 13.06' (NAVD 88)
- MH DENOTES 2" DIAMETER MANHOLE
- BOC DENOTES BOTTOM OF CURB

FLOOD ZONE DETERMINATION
THIS IS TO CERTIFY THAT THE ABOVE PROPERTY IS LOCATED IN ZONE "AE" (AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOODPLAIN) WITH A BASE FLOOD ELEVATION OF 7.0 FEET AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 12033C0390 G, COMMUNITY NAME: CITY OF PENSACOLA - COMMUNITY NUMBER: 120082, MAP REVISED: 9/29/2006 (INDEX DATE: 9/29/2006) ESCAMBIA COUNTY, FL AND PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NATIONAL FLOOD INSURANCE PROGRAM)

NOTE:
THE PROPERTY LOCATED IN ZONE C-2, NO BUILDING SETBACKS AS PER THE CITY OF PENSACOLA PLANNING AND ZONING AND NEED TO BE VERIFIED PRIOR TO CONSTRUCTION.

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LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY, RECORDED OR UNRECORDED, BY THIS FIRM. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE. UNDERGROUND PORTIONS OF FOUNDATIONS, FOOTINGS, OR ANY OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED. MEASUREMENTS WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS. PROPERTY IS SUBJECT TO SETBACKS, EASEMENTS AND RESTRICTIONS OF RECORD. THIS DRAWING ONLY REFLECTS SETBACK LINES WHICH APPEAR ON THE RECORDED PLAT. THIS PROPERTY MAY ALSO BE SUBJECT TO SETBACK LINES MANDATED BY ZONING ORDINANCES AND/OR RESTRICTIVE COVENANTS OF RECORD. THIS SURVEY AND/OR SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS SURVEY AND/OR SKETCH FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS SURVEY AND/OR SKETCH CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

REVISIONS	FIELD BOOK	DATE

Butler & Associates of Pensacola, Inc.
Professional Surveyors and Mappers
COMMERCIAL • RESIDENTIAL • BOUNDARY • TOPOGRAPHIC • MORTGAGE SURVEYS
2420 EAST OLIVE ROAD, SUITE "A"
PENSACOLA, FLORIDA 32514
TELE: (850)-476-4768
FAX: (850)-476-4945

TYPE SURVEY: BOUNDARY
CLIENT: _____
SCALE: 1"=20'
ISSUE DATE: 11/14/16
FIELD DATE: 10/28/16
ORDER NO.: 16-11-020
FIELD BOOK: 1718/36.37
DRAWN BY: JM

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

WILLIAM J. BUTLER
REGISTERED LAND SURVEYOR NO. 3774

JAMES M. MAJOR
REGISTERED LAND SURVEYOR NO. 6650

NOT VALID UNTIL THE SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPING SURVEYOR Florida Corporate No. LB 6112

REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.	DRAWN BY
	04/04/17	03/28/17	1740/61	SS

MINUTES OF THE PLANNING BOARD

November 14, 2017

MEMBERS PRESENT: Chairman Paul Ritz, Danny Grundhoefer, Jared Moore, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Kurt Larson, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner Don Kraher, Council Executive, Ericka Burnett, City Clerk

OTHERS PRESENT: William T. Butler, Rimmer Covington Jr.

AGENDA:

- Quorum/Call to Order
- Swearing In of Members
- Approval of Meeting Minutes from September 12, 2017
- New Business:
 1. Request for Final Plat Approval for Aguada Creek Subdivision
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:04 pm with a quorum present.

Swearing in of members – Jared Moore was sworn in by the City Clerk’s Office.

Chairman Ritz thanked everyone for wearing orange, the color of childhood leukemia, in honor of his daughter.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the September 12, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

New Business:

Request for Final Plat Approval for Aguada Creek Subdivision

Ahi Esta LLC has submitted a request for Final Plat approval for “Aguada Creek” subdivision. The final plat remains consistent with the preliminary plat approved on September 12, 2017. The townhouse development is proposed to be located on a .6027-acre site bounded by S. Intendencia Street on the south and S. Spring Street on the east. It is currently vacant.

The proposed Final Plat consists of 14 lots which measure at least 20 feet in width. This development is located within the C-2 zoning district as well as being within the boundary of the Dense Business Area (DBA).

EVERYTHING THAT’S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

Although the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides, the Dense Business Area has a maximum front setback of 10 feet. The minimum parking required for townhouse developments is 1 parking space per unit as cited in LDC Section 12-3-1(B); the developer intends to meet this requirement with garages accessed from the interior of the development. The Final Plat has been routed through the various City departments and utility providers.

Chairman Ritz noted the comments by the City Surveyor appeared to be addressed in the paper copy, and Ms. Deese confirmed all comments were addressed. Chairman Ritz advised he supported the project and asked for comments. Mr. Monk stated he supported more housing downtown, but was curious to see what the structures would look like. Chairman Ritz explained the Planning Board did not have aesthetic control in this district, and even if the Board asked for specific details from the applicant, those details would not be mandated since the Board did not have control. Ms. Deese confirmed the Architectural Review Board had jurisdiction for aesthetic review of this project.


Mr. Covington, the owner and developer, and Mr. Butler, the surveyor, addressed the Board. Chairman Ritz thanked them for addressing many of the Board's concerns, and stated the rear garage was a big deal from the pedestrian point of view, and he believed the development was stronger for that feature. Mr. Covington stated they were pleased to have the bus stop directly adjacent to the property, and it was their desire to have the development consistent with other downtown developments. It was determined the architect was Bruce Toler who is well respected. It was also noted that the common area "A" boundaries were not part of the subdivision due to the closing timeframe of the purchase. Mr. Grundhoefer was concerned with an additional egress onto Spring Street. Mr. Covington stated the home owners' association had executed an agreement with Ahi Esta for an easement to ensure that the ingress/egress was there for the lifetime of the development. He indicated they had no intent to use any other ingress/egress.

Ms. Campbell made a motion to approve as submitted, seconded by Mr. Monk. The motion carried unanimously.

Open Forum – Mr. Grundhoefer mentioned the City Council went along with Planning Board's recommendation to not allow internally illuminated signs. Mr. Kraher stated the reasons the Planning Board gave for their decision were expressed in the memo to Council. He indicated some of the Council members felt during recent legal proceedings, the Code language was vague. He explained that in December, Council was sending to Planning Board, at the very minimum, a shell of a district with standards to replace the Governmental Center District, and the Board would determine the boundaries. Language to exclude internally illuminated signs would be included within the district standards. He further explained the Council did not want to remove the Governmental Center District without something in place. Chairman Ritz stated that the Board was there to guide the projects going forward in the development of downtown Pensacola. The Board then discussed other current projects.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:42 pm.

Respectfully Submitted,


Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00637

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency (CRA) as Chairperson of the CRA for a period of one year expiring in December of 2018.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following CRA Member has been nominated:

<u>Nominee</u>	<u>Nominated By</u>
-----------------------	----------------------------

P.C. Wu	Myers
---------	-------

PRIOR ACTION:

City Council appoints the Community Redevelopment Chairperson annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Form - P.C. Wu
- 2) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Sherril Myers, City Council Member, do hereby nominate
P.C. Wu for appointment by the City Council for
the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

Mr. Wu, is the representative from District
1 in the city. The chair should be
rotated based on District # to avoid
personality and political motivation.
Further more, Mr. Wu has been a
public servant for many years and
has the knowledge, skills, and temperament
to serve as chair.

Sherril Myers
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
Ericka L. Burnett, City Clerk

Ballot – **Chairperson of Community Redevelopment Agency**
December 14, 2017
Term expiring December of 2018

_____ P.C. Wu

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00638

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY VICE CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency (CRA) as Vice Chairperson of the CRA for a period of one year expiring in December of 2018.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following CRA Member has been nominated:

Nominee

Sherri Myers

Nominated By

Myers

PRIOR ACTION:

City Council appoints the Community Redevelopment Vice Chairperson annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Form - Sherri Myers
- 2) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Sherrri Myers, City Council Member, do hereby nominate
Sherrri Myers for appointment by the City Council for
the position of:

**VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

Sherrri Myers, represents District 2 in the City. Vice-chair position should be rotated based on districts. Ms. Myers has served on the city council, and CRA Board for 7 yrs. She has the knowledge, skills, and temperament to serve as vice-chair. Furthermore, the CRA could benefit from her knowledge of issues in low-income communities.

Sherrri Myers
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
Ericka L. Burnett, City Clerk

Ballot – Vice Chairperson of Community Redevelopment Agency

December 14, 2017

Term expiring December of 2018

_____ Sherri Myers

Vote for One

Signed: _____

Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00646

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

AMENDING SECTION 3.01 OF CITY COUNCIL RULES AND PROCEDURES - ELECTION OF OFFICERS

RECOMMENDATION:

That City Council amend Section 3.01 of the Council Rules and Procedures to have the offices of President and Vice-President be elected on a rotating basis by District.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently Section 3.01 - Election of Officers - of the Council Rules and Procedures states in part:

Nominations for the offices of President and Vice President of the City Council shall be submitted in writing to the City Clerk by individual members in November each year no later than five (5) days prior to the Council meeting held to elect those officers as provided in the City Charter....A member may nominate himself or herself...If more than one member is nominated, voting shall be by written ballot and if one member does not receive the affirmative vote of a majority of the existing membership of Council, the member receiving the lowest number of votes shall be eliminated and balloting shall continue until the officer is elected by such a majority.

Section 4.03 - City Council Procedures - (e) - President, Vice President of City Council of the City Charter states in part:

The City Council shall elect one of its Members as president and another as vice president on the fourth Tuesday in November of each year....

The Charter is silent to the process for the election; the process is covered within Section 3.01 of Council Rules and Procedures.

This amendment proposes a change from the nomination system to an election of officers based on a rotation between districts. If an individual district representative declines the position, it would then move to the next

sequential district.

This process lends itself to creating a more stable and collegial environment in selection of the City Council President and Vice President.

PRIOR ACTION:

July 18, 2016 - Council Rules and Procedures approved by City Council

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed amendment to Council Rules Section 3.01

PRESENTATION: No

Article III. Elections and Appointments by Council

Section 3.01 Election of Officers

~~Nominations for the offices of President and Vice President of City Council shall be submitted in writing to the City Clerk by individual members in November each year no later than five (5) days prior to the Council meeting held to elect those officers as provided in the City Charter. Provided a nomination has been duly made, nominations shall then be closed. The Clerk shall distribute the names of each nominee and the member making the nomination to all members no later than four (4) days prior to the scheduled meeting. A member may nominate himself or herself. A member may be nominated for both offices. If a single nomination was duly made, that member may be elected by acclamation or the Council may open the floor for nominations. If no member was duly nominated in writing, the floor shall be opened for nominations. If more than one member is nominated, voting shall be by written ballot and if one member does not receive the affirmative vote of a majority of the existing membership of Council, the member receiving the lowest number of votes shall be eliminated and balloting shall continue until the officer is elected by such a majority.~~

The Office of President and Vice President of the City Council shall be elected on a rotating basis between districts. The election of both positions will take place in accordance with the City Charter. If a district representative declines the office for a pending term, that office position will move to the next district representative in the rotation. The rotation will begin in 2019 as follows:

	<u>President</u>	<u>Vice-President</u>
<u>2019</u>	District 2	District 3
<u>2020</u>	District 3	District 4
<u>2021</u>	District 4	District 5
<u>2022</u>	District 5	District 6
<u>2023</u>	District 6	District 7
<u>2024</u>	District 7	District 1
<u>2025</u>	District 1	District 2



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00657

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

STRATEGIC BUDGET PLANNER

RECOMMENDATION:

That City Council approve the employment of Wilhem A. “Butch” Hansen for the position of Strategic Budget Planner to the City Council and approve an employment agreement with Mr. Hansen for this position.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014, a Charter amendment was passed which authorized the City Council to establish the Office of the City Council, with the authority to hire certain staff:

“The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council.” 4.02(6) City Charter

“...Other Staff. The City Council may create and fill other staff positions for the purpose of assisting it in the performance of its legislative function.”

In 2015, City Council began the staffing process with the addition of a Council Executive and in early 2016 added an Executive Assistant to the City Council as well as a Council Assistant. In a continuation of the staffing efforts, and in keeping with the language set forth in the City Charter as approved by the electorate in a special referendum, the position to be filled is that of Other Staff described as a Strategic Budget Planner.

In March of 2017, City Council authorized the Council Executive to begin the hiring process for a budget analyst. After conducting the process within the constraints set forth, the name of Wilhelm A. “Butch” Hansen is offered for Council consideration.

This position will function initially as a part-time position. After discussion with the City’s Human Resource Chief, it is deemed more appropriate to hire this position as, “Other Staff” rather than as a “Budget Analyst.”

PRIOR ACTION:

June 8, 2017- Ordinance No. 15-17 passed by City Council Changing the Classification and Salary for the position of Budget Analyst from GE- 09 to C-03.

May 11, 2017 - City Council voted to approve Proposed Ordinance No. 15-17 on first reading.

April 13, 2017 - Mayor's Veto Overridden by City Council.

March 14, 2017 - Mayor Hayward exercised Veto of Legislative Action Item #17-00186.

March 9, 2017 - City Council passed a Legislative Action Item #17-00186 to begin the process for hiring a Budget Analyst to the City Council.

December 8, 2016 - Action item brought before City Council, failing on a 3-3 vote.

October 13, 2016 - Discussion Item presented to City Council, no action taken.

August 19, 2016 - Legal Opinion rendered by the City Attorney regarding the hiring of a Budget Analyst.

July 14, 2016 - Update provided to City Council regarding contact with potential firms to fill this position.

May 12, 2016 - During a discussion item, Council discussed the process for hiring a Budget Analyst and requested that staff look at firms that may be able to fill that role on a contract basis.

April 14, 2016 - Ordinance for Budget Analyst passed on second reading.

March 17, 2016 - Ordinance for Budget Analyst presented for first reading.

February 11, 2016 - Action item to direct Council Executive to begin search for a Budget Analyst failed on a 3-4 vote.

FUNDING:

Budget: \$0

Actual: \$52,000 (if all 1300 hours are used)
 4,118 (approximate cost of FRS participation)
 \$56,118

FINANCIAL IMPACT:

Strategic Budget Planner pay and FRS benefit

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Employment Agreement - Butch Hansen
- 2) Job Description - Strategic Budget Planner

PRESENTATION: No

EMPLOYMENT AGREEMENT

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

THIS AGREEMENT, made and entered as of the _____ day of _____, 2017 by and between the CITY COUNCIL OF THE CITY OF PENSACOLA, a Florida municipality, hereinafter referred to as “City Council”, and Wilhelm A. “Butch” Hansen Jr, hereinafter referred to as “the Employee”, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City, by and through the Pensacola City Council (the City Council), desires to employ the part-time_services of Wilhelm A. “Butch” Hansen as a Strategic Budget Planner for the City Council; and

WHEREAS, it is the desire of the City Council to provide certain benefits, to establish certain conditions of part-time_employment and to set working conditions of the Employee; and

WHEREAS, the Employee desires to accept part-time_employment as Strategic Budget Planner to the City Council;

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereby agree as follows:

SECTION 1. Duties. The City Council hereby agrees to employ Wilhelm A. “Butch” Hansen Jr. to perform such duties and functions as Strategic Budget Planner to the City Council and to perform such other legally permissible and proper duties and functions as may be specified from time to time by the City Council.

SECTION 2. Term and Removal. This contractual employment relationship shall be construed as one which is terminable at will by either party. No provision of this contract shall be deemed by either party to confer a constitutionally protected property right upon the Employee, and the Employee expressly acknowledges that the benefits provided by this contract constitute the total City benefits accorded by the employment relationship and that there is no reasonable expectation of continued employment upon any term or condition not stated herein. The Employee expressly acknowledges that the provisions of this contract do not provide the Employee with entitlement to a pre-termination hearing or any procedural benefit other than those expressly set forth in this contract.

SECTION 3. Salary and Retirement Program.

- A. The Employee's pay shall be at a rate of \$40/hr. This pay is payable periodically at the same time as other employees of the City are paid. The Employee's pay may be adjusted periodically at the sole discretion of the City Council. The rate of compensation is at the sole discretion of the City Council.
- B. Each year, prior to the City's annual budget workshop, the Council President shall provide the Employee with an appraisal of job performance. Such performance appraisal, upon review by City Council, shall be the basis for any compensation adjustment as part of the annual budget process.

SECTION 4. Working Arrangements.

- A. Hours of Work. The hours of work for the Employee shall be established and are subject to change at the discretion of the City Council. The Employee shall function as a part-time employee with a maximum number of hours yearly not to exceed 1,300. Hours in excess of 1,300 must be approved by a majority of existing members of the City Council. It is hereby acknowledged that the services to be rendered under this contract are regarded as non-exempt under the overtime provisions of the Fair Labor Standards Act (FLSA).
- B. Outside Activities. The Employee will function as a part-time employee as the Strategic Budget Planner to the City Council. The Strategic Budget Planner may accept outside professional employment so long as no conflict of interest is created and which will not in any way interfere with the performance of, or availability for the performance of his duties.

SECTION 5. Other Terms and Conditions.

- A. The City Council shall fix any other terms and conditions of employment, as from time to time determined, relating to the performance of the Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement, the City Charter, or any other law.
- B. The City Agrees to budget for and to pay for reasonable professional dues and subscriptions of the Employee for continuation and participation in organizations necessary and desirable for the Employee's continued professional growth and advancement, and for the good of the City at the City Council's sole discretion.

SECTION 6. Termination, Severance Pay and Notice.

- A. The City Council shall have the right to cancel and terminate this Employment Agreement with the Employee at any time, at the discretion of the City Council.
- B. In the event the employee voluntarily resigns, the Employee shall give the City Council a minimum of two weeks (14) days' notice in advance.

SECTION 7. Indemnification.

- A. The City shall indemnify and hold harmless the Employee from and against any and all allegations, claims, demands, causes of action, suits, legal actions, other proceedings, injuries, liabilities, damages, costs and expenses arising out of or resulting from (i) any alleged act, event or omission of Employee in the scope of the Employee's employment or function; (ii) any alleged act, event or omission of Employee taken at the direction of or with the approval or consent of the City Council; (iii) the exercise of judgment or discretion by the Employee in the performance of his duties and responsibilities; (iv) any alleged act, event or omission of Employee occurring in the performance of duties or responsibilities delegated or assigned to Employee by the City Council; or (v) any act, event or omission of Employee under color of state law, custom or usage; including but not limited to any civil rights lawsuit alleging that the Employee has deprived another person of rights secured under the Federal Constitution or laws. Notwithstanding the foregoing, however, City shall not indemnify Employee with respect to any act, event or omission of Employee (i) that is contrary to the City Council's instruction or direction, (ii) that is committed while acting outside the course and scope of Employee's employment, or (iii) is committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- B. In addition, the City shall defend the Employee, by and through an attorney or attorneys selected by the City Council, and shall pay the costs and attorneys' fees for such defense, against, with respect to or in connection with any allegations, claims, demands, causes of action, suits, legal actions and other proceedings of any nature, in whole or in part based upon, arising out of, resulting from or related to the Employee's employment by the City. The City shall be obligated to provide such defense and attorney or attorneys to the Employee in accordance with the preceding sentence notwithstanding the last sentence of Section 111.07, Florida Statutes, that

may otherwise allow the City to not provide such defense and attorney(s) but rather to reimburse the Employee for court costs and reasonable attorneys' fees if the Employee prevails in the action. Notwithstanding the foregoing, however, in the event that the Employee is found to be personally liable by virtue of acts, events, or omissions of Employee (i) contrary to the City Council's instruction or direction, (ii) outside the scope of his employment, or (iii) committed in bad faith, with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, the City, in the sole discretion of the City Council, may recover from the Employee any costs or attorneys' fees to the extent paid by the City for the defense of the Employee with respect to such matters.

SECTION 8. Conflict of Interest. Employee understands, acknowledges, and agrees that Employee is bound by all the terms and conditions of both the State and City Code of Ethics including, but not limited to those regulating conflicts of interest and confidentiality.

SECTION 9. Confidentiality. Employee understands, acknowledges and agrees that Employee occupies a confidential relationship with the City Council; further, any unauthorized disclosure of confidential information of whatever kind to whatever recipient shall be a separate and distinct ground for termination for misconduct at the will of the City Council.

SECTION 10. Severability. The unenforceability or invalidity of a particular provision of the Agreement shall not affect its other provision, and to the extent necessary to give such other provisions effect, those shall be deemed severable.

SECTION 11. Return of Materials. Immediately upon termination of this Agreement, or at any point prior to or after that time upon the specific request of the City Council, the Employee agrees to return to the City Council all written, tangible or electronically stored materials of any kind belonging or relating to the City.

IN WITNESS WHEREOF, the City of Pensacola and the Employee have signed and executed the Part-Time Employment Agreement, in duplicate this _____ day of _____, 2017.

Attest:

City of Pensacola
A Florida Municipal Corporation

Ericka L. Burnett, City Clerk

By: _____
Gerald Wingate, City Council President

Wilhelm A. "Butch" Hansen

Witnesses:

Job Classification:

Strategic Budget Planner to City Council

Job Code:

Minimum Preparation for Work:

- ✓ Graduation from an accredited college or university with a degree in accounting, finance, budget analyst, or closely related field; and
- ✓ One (1) year experience in accounting, finance, or budget analysis. Two (2) years of pertinent experience may be substituted for each year of college lacking.

Necessary Special Requirements:

- ✓ Possession of an appropriate driver license for equipment operated and any license, training or certification required by law or regulation to complete assigned tasks.

Nature of Work:

This is technical budget analysis work in the development and implementation of the City Council budget as well as providing information regarding the Mayor's proposed Budget to the City Council. This position will assist Council in developing a strategic budget plan and process. This position is authorized within the City Charter, under the "other" category, as approved by the electorate in a special referendum.

An employee in this classification is responsible for conducting various research and analytical tasks relating to an assortment of matters with regards to the City Budget. Tasks are to ensure Council is adequately apprised of all factors they deem appropriate in order to effectively evaluate budget matters, assisting in establishing a budgeting process for Council, assist in establishing a strategic plan for Council and assisting in budget monitoring and control functions.

Examples of Work:

- Analyzes budget data for completeness, accuracy and conformance to prevailing policies and procedures.
- Assists in the development of the Office of the City Council budget.
- Reviews and analyzes the Mayor's proposed budget for the City Council.
- Participates in conference and hearings regarding budgetary requirements of the City Council.
- Prepares various financial schedules, analyses, reports, and other documents, either manually or with computer assistance.
- Assists Council Staff in the maintenance of proper appropriations and allotment accounts in the Office of the City Council.
- Providing a formal, comprehensive review and analysis of the Mayor's proposed annual budget.
- Gathering, organizing, and analyzing data and information relative to budgetary issues.

- Providing comparative studies of other cities as they relate to municipal budgeting.
- Engaging in fiscal forecasting and planning.
- Analyzing the city's past, current, and proposed revenues and expenditures.
- Reviewing existing and potential tax revenues.
- Analyzing federal, state, and local programs to determine sources of funding and appropriate expenditure options.
- Reviewing the economic effects of proposed legislation.
- Preparing fiscal and economic project analysis as directed by the City Council.
- Providing policy research and fiscal analysis on proposed legislation.
- Preparing such other reports relating to budgetary and legislative policy concerns directed by the City Council.
- Making recommendations to the City Council in connection with the analysis, studies, and reports described herein.
- Establishes, follows and monitors a process for City Council's budgeting function.
- Assists in developing a strategic plan which will outline Council's desired budgeting function.

Knowledge, Skills and Abilities:

- Knowledge of budgeting practices and principles.
- Knowledge of laws, ordinances, and regulations governing municipal financial matters.
- Knowledge of computer fundamentals and operation.
- Ability to organize and present clear and concise oral and written reports.
- Ability to establish and maintain effective working relationships with associates and the general public.
- Ability to analyze quantifiable data to produce statistically valid conclusions and recommendations.

The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mental and Physical Requirements:

While performing the duties of this job, the employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, and crouch. Specific vision abilities include close, distance, color, and peripheral vision, and depth perception.

The employee regularly lifts and/or moves up to 25 pounds and occasionally lifts and/or moves up to 45 pounds.

Work Environment:

The noise level in the work environment is usually moderate. Some jobs may require an employee to be exposed to outside weather conditions, wet and/or humid conditions, and risk of electrical shock.

This description is not intended to be, nor should it be construed as an all-inclusive list of responsibilities, skills or working conditions associated with the position. It is intended to accurately reflect the activities and requirements of the position, but duties may be added, deleted, or modified as necessary. This description does not constitute a written or implied contract of employment.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00658

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

BAYVIEW COMMUNITY RESOURCE CENTER

RECOMMENDATION:

That City Council place a moratorium on proceeding any further with the Bayview Community Resource Center project until such a time that input from the citizens can be obtained and certain design characteristics can be explained and addressed.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In February of 2016, the City Council approved the concept of building the Bayview Community Resource Center at a cost of \$6,050,000 with the funding coming from LOST funds.

In January of 2017, the City Council awarded the contract for Architectural and Engineering services to Caldwell Associates for designing the Bayview Community Resource Center.

In September of 2017, the City Council approved the budget for 2018 which included \$8,250,000 for the Bayview Community Resource Center, with funding coming from LOST funds.

Due to questions within the community surrounding the use of public input as well as questions pertaining to certain design elements and the use of space within this project, this item will put a moratorium on further actions being taken with regard to this project until such a time as a full gaining of public input can be obtained and questions can be answered regarding special elements within the design.

PRIOR ACTION:

September 20, 2017 - City Council approved the 2018 Budget which includes \$8,250,000 for Bayview Community Resource Center.

January 12, 2017 - City Council awarded contract for Architectural and Engineering Services for construction of the Bayview Community Resource Center.

February 11, 2016 - City Council approved the building of the Bayview Community Resource Center at \$6,050,000.

FUNDING:

Budget: \$8,250,000

Actual: \$TBD

FINANCIAL IMPACT:

\$8,250,000 to be used from Local Option Sales Tax Funds

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Bayview Community Resource Center Design Booklet dated September 19, 2017
- 2) Email from Michael Crawford to Brian Cooper: Bayview - Program and Budget Confirmation - dated September 19, 2017

PRESENTATION: No

PENSACOLA

BAYVIEW COMMUNITY RESOURCE CENTER

PROGRAMMING | MASTER PLAN | SCHEMATIC DESIGN - September 19, 2017

COUNCIL DESIGN UPDATE



CALDWELL
ASSOCIATES | ARCHITECTS



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12. Master Plan Narrative
13. Master Plan Phasing

14. Schematic Design Narratives
15. Schematic Design Drawings

APPENDICES

1. Phase I Environmental Site Assessment (under separate cover)
2. Updated Schedule
3. Budget / Cost Estimate
4. Prototype Studies

PROJECT TEAM

NAME / TITLE	COMPANY	EMAIL	PHONE
H. Miller Caldwell, Jr. Principal In Charge	Caldwell Associates Architects	miller@caldwell-assoc.com	(850)439-6560
H. Miller Caldwell, III Partner	Caldwell Associates Architects	miller3@caldwell-assoc.com	(850)439-6575
Michael Crawford Partner	Caldwell Associates Architects	michael@caldwell-assoc.com	(850)439-3237
Mikkel Fawzy Project Manager	Caldwell Associates Architects	mik@caldwell-assoc.com	(850)439-3239
Dave Thomas Project Architect	Caldwell Associates Architects	dave@caldwell-assoc.com	(850)439-6570
Sarah Sisson Project Architect	Caldwell Associates Architects	sarah@caldwell-assoc.com	(850)696-1878
Joe DeRuil, PE Structural Engineer	JDA Associates	jd@jdstructures.com	(850)429-1951
Kenneth Horne, PE Civil Engineer	Kenneth Horne & Associates	ken@kh-a.com	(850)471-9005
Howard M. Yonge, PE Mechanical Engineer	H.M. Yonge & Associates	hmyonge@hmyace.com	(850)434-2661
Keith Jacobs, PE Geotechnical Engineer	Larry Jacobs & Associates	keithj@lmj-a.com	(850)434-0846

NAME / TITLE	COMPANY	EMAIL	PHONE
Jack Klocke, PE Electrical Engineer	Klocke& Associates	jack@klockeassociates.com	(850)434-0989
Alan Holt, ASLA Landscape Architect	Alan Holt, ASLA	alan@alanholtasla.com	(850)914-9006
Greg Cook Telecommunications	Premier Engineering	gcook@premeg.com	(850)469-0405
Chuck Walthall Acoustic Design	Walthall & Associates Inc	chuck@walthallcorp.net	(850)478-9002

EXECUTIVE SUMMARY

The new Bayview Community Center is a 19,000 sf building (14,000 sf conditioned space plus 5,000 sf non conditioned) comprised of meeting rooms, exercise rooms, rental space for events, and support for water-based activities including rental and storage of kayaks, rowing sculls, and paddleboards. The building takes advantage of its unique waterfront site on a protected waterway and anchoring the 28-acre Bayview Park which is one of the most utilized parks in the City of Pensacola. Our intent was to create a building designed for the daily and weekly user to enjoy active and passive recreational opportunities that take advantage of the waterfront views and access.

The program, developed with City staff and community input, includes 3 meeting rooms, a large exercise room, and 2 event spaces that can be combined for larger events. The combined size is approximately 2/3 the size of Sanders Beach Community Center and is typical in size to gathering spaces in other community centers. Exterior spaces include a large covered deck and terraced lawn overlooking Bayou Texar, covered outdoor storage, and a covered drop-off. Outdoor restrooms are also provided for park users.

We hope that the building will become a social, cultural, and community hub for the neighborhood and City.

PROJECT GOALS & OBJECTIVES

- Maximize the views and water access to Bayou Texar
- Provide flexibility in spaces to accommodate changes in program
- Begin program and design with the end-user or citizen in mind
- Allow for future growth and/or accommodation of Senior Center uses
- Embrace history of East Hill & Pensacola, while looking towards and planning for the future
- Create an impactful, monumental design that can be celebrated from both Bayview Park and the view from the Cervantes Street overpass.



PROGRAM AREA REQUIREMENTS

PROGRAM AREA REQUIREMENTS		
City of Pensacola		
RENTAL SPACE		
Program Space	SF/Space	Comments
EVENT SPACE 1	3,200	200 ppl - 5' rounds & 8' long
Event Storage	250	
PREFUNCTION	700	
CATERING	400	
SUBTOTAL	4,550	
COMMUNITY / SHARED		
MEETING ROOM 1	400	24 ppl - tables & chairs
MEETING ROOM 2	750	44 ppl - tables & chairs
MEETING ROOM 3	750	44 ppl - tables & chairs
GRAB & GO - HEALTHY OPTIONS	-	
EVENT SPACE 2	1,350	76 ppl - 5' rounds / 1 partition
Event Storage	100	
FITNESS / WEIGHT ROOM	1,400	
Exercise Storage	100	
SUBTOTAL	4,850	

ADMINISTRATION		
STAFFED RECEPTION	150	
DIRECTOR'S OFFICE	160	Isolate from Main Event Space
OUTDOOR STAFF OFFICE	150	A/C
STAFF OFFICE	140	Isolate from Main Event Space
SUBTOTAL	600	
TOTAL NET S.F.	10,000	
TOTAL GROSS S.F. (1.40)	14,000	
STRUCTURED OUTDOOR SPACES		
GATHERING - LARGE	1,500	
TERRACED LAWN	4,000	
GATHERING - SMALL	600	
ROWING STORAGE	3,600	70' x70'x15' at basement
OUTDOOR EQUIPMENT STORAGE	900	
Covered drop off	1,300	
NET S.F. COVERED	11,900	

ROOM DATA SHEETS

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name:		RENTAL SPACE		Proximity: Event Storage within this space, Direct access to kitchen for serving events, possible separate entrance / ramp for catering access, access to Outside Gathering Space	
Room name and number:		EVENT SPACE I			
Researcher/Contact:		BC / KC			
Function:		EVENTS / RENTALS - MEETING SPACE			
Primary		Other:			
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	X Exterior Glass	X Handrails (Ramp to Stage)	X Chairs
X Wood	72 deg + 2 deg	208V/30A, ph 1	X Window Shades	Bumper rails	Desks
Linoleum / VCT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3	X Control Screen Glares	Tackboards	X Tables
Carpet	General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio		Open Office
Walls	X Room Occupancy	Clean power	X Intercom	Casework	Private Office
X Gyp board, paint	Occupancy Frequency	X Phone	Dictation	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	X Data	X Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
X 4" Vinyl	Steel	50 TC	X Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Plastic Laminate	TV cable
Ceiling	X ADA	X Special lighting	Security Monitors	Porcelain	Computers
Exposed structure	Potable hot water	Dark enable	X Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	X Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	X Dimming system	Other		Scanner
X Height: T.B.D.	Steam	Equip on Emergency Power			X Projector & screen
Doors	Steam condensed return				X Wall Mounted TV
Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets	Furnished with 5' Round Tables & Stackable Chairs, Multi-use Event Functions, Notes from Sanders: Glare on Screens, and need for lighting controls that allow a brightness level enough for the floor to be cleaned at night, Acoustic concerns so that large space doesn't get too loud, Provide 2 screens. Provide access (ramp) from exterior for catering.			
X Width - Double doors	Urinals				
Daylighting					
X Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name:		RENTAL SPACE		Proximity: Possibly Common to both Rental & Community Spaces	
Room name and number:		PRE-FUNCTION			
Researcher/Contact:		BC / KC			
Function:		TRANSITIONAL SPACE FOR EVENTS			
Primary		Other:			
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	<input checked="" type="checkbox"/> Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
<input checked="" type="checkbox"/> Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3	Control Screen Glares	Tackboards	Tables
Carpet	General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio		Open Office
Walls	<input checked="" type="checkbox"/> Room Occupancy	Clean power	<input checked="" type="checkbox"/> Intercom	Casework	Private Office
<input checked="" type="checkbox"/> Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	<input checked="" type="checkbox"/> Lounge chair
Gyp board, epoxy paint	Plumbing	<input checked="" type="checkbox"/> Data	<input checked="" type="checkbox"/> Music System	Plastic Laminate	<input checked="" type="checkbox"/> Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	<input checked="" type="checkbox"/> In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	<input checked="" type="checkbox"/> CCTV	Plastic Laminate	TV cable
Ceiling	<input checked="" type="checkbox"/> ADA	Special lighting	Security Monitors	Porcelain	Computers
Exposed structure	Potable hot water	Dark enable	<input checked="" type="checkbox"/> Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other		Scanner
<input checked="" type="checkbox"/> Height: T.B.D.	Steam	Equip on Emergency Power			Projector & screen
Doors	Steam condensed return				<input checked="" type="checkbox"/> Wall Mounted TV
Width 36"	Floor drain				
Height 7'-0"	Floor sink				
Narrow Lite door	Toilets				
<input checked="" type="checkbox"/> Width - Double doors	Urinals				
Daylighting					
<input checked="" type="checkbox"/> Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					
Comments/Description: SHARED SPACE WITH LOBBY & EVENT SPACES, UP-GRADED FINISHES ("WOW FACTOR"), PROVIDE TWO SCREENS THAT DISPLAY IS SHARED WITH EVENT SPACES					

Project Name: Bayview Community Resource Center						
Room Criteria Sheet						
Department/Group Name:		RENTAL SPACE		Proximity: EVENT SPACES, HAVE ACCESS FOR CATERERS TO DELIVER FROM OUTSIDE (RAMP TO PARKING), ACCESSIBLE OUTSIDE AREA FOR COOKING/ FRYING		
Room name and number:		KITCHEN				
Researcher/Contact:		BC / KC				
Function:		CATERERS SERVE EVENTS				
Primary		Other:				
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings	
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs	
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks	
Linoleum / VCT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving	
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3	X Exterior Access	Tackboards	Tables	
Carpet	X General/Individual stats	Isolated gr power outlet		White Boards	Credenzas	
Sealed concrete	Summer 50% +/- 10%	Emergency power		Lockers (No. & Size)	Typing Return	
X Epoxy	Winter 35% +/- 5%	UPS			Open Office	
Walls	X Room Occupancy	Clean power	Communications	Casework	Private Office	
Gyp board, paint	Occupancy Frequency	X Phone	Radio	Wood	Lounge chair	
X Gyp board, epoxy paint	Plumbing	X Data	X Intercom	Plastic Laminate	Coffee table	
Concrete or CMU	X Sinks, counter	Cable TV	Dictation	X Steel	Lat Files	
Lead Shielding	Single	X In use lighting	Paging	Shelving		
Base	X Triple	Ambient Lighting	Phones			
4" Vinyl	X Steel	50 TC	Security		Special Equipment	
X Integral base w/floor	Depth - deep	Task lighting	Security Alarms	Countertops	Copier/Printer	
Ceiling	X ADA	Special lighting	CCTV	Plastic Laminate	TV cable	
Exposed structure	X Potable hot water	Dark enable	Security Monitors	Porcelain	Computers	
Acoustic tile	X Potable cold water	Zoned lighting 1/3 switch	X Door Locks, only	X Stainless Steel	Monitor	
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Card Access	Epoxy	Printer	
X Height: 9"-0"	Steam	Equip on Emergency Power	Other		Scanner	
Doors	Steam condensed return				Projector & screen	
X Width 36"	X Floor drain				X Wall Mounted TV	
Height 7'-0"	X Floor sink	Comments/Description: KITCHEN EQUIPMENT: S.S. KITCHEN EQUIPMENT I.L.O. PLASTIC LAMINATE CABINERY, LAYOUT / PREP SPACE FOR CATERERS - NOT FOR STORING FOOD, COMMERCIAL EQUIPMENT: REF. /COOLER (NOT FREEZER) NEEDED, ICE MAKER, WARMING STATIONS, OVEN, RANGE, DISHWASHER REQUIRED. LEGION FIELD - B.O.D. (WITHOUT FRYER). PROVIDE SMALL MONITOR DISPLAY WITH DATA CONNECTION TO EVENT CENTER TO LET SERVERS KNOW WHAT IT OCCURRING IN EVENT SPACE.				
Narrow Lite door	Toilets					
Open	Urinals					
Daylighting						
Natural daylight- pref.						
X Natural daylight- indiff.						
No natural daylight						

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name:	RENTAL SPACE	Proximity:
Room name and number:	EVENT SPACE II	
Researcher/Contact:	BC / KC	
Function:	SECONDARY LARGE MEETING AREA	
	Primary	Other:

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	<input checked="" type="checkbox"/> Exterior Glass	Handrails	<input checked="" type="checkbox"/> Chairs
<input checked="" type="checkbox"/> Wood	72 deg + 2 deg	208V/30A, ph 1	<input checked="" type="checkbox"/> Window Shades	Bumper rails	Desks
Linoleum / VCT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3		Tackboards	<input checked="" type="checkbox"/> Tables
Carpet	<input checked="" type="checkbox"/> General/Individual stats	Isolated gr power outlet	Communications	<input checked="" type="checkbox"/> White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Radio	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	<input checked="" type="checkbox"/> Intercom		Open Office
Walls	Room Occupancy	Clean power	Dictation	Casework	Private Office
<input checked="" type="checkbox"/> Gyp board, paint	Occupancy Frequency	Phone	<input checked="" type="checkbox"/> Music System	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	X Data	Paging	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	X Cable TV	Phones	Steel	Lat Files
Lead Shielding	Single	X In use lighting	Security	Shelving	
Base	Double	Ambient Lighting	Security Alarms		Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	CCTV	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	Security Monitors	Plastic Laminate	<input checked="" type="checkbox"/> TV cable
Ceiling	ADA	Special lighting	<input checked="" type="checkbox"/> Door Locks, only	Porcelain	Computers
Exposed structure	Potable hot water	Dark enable	Card Access	Stainless Steel	Monitor
Acoustic tile	Potable cold water	X Zoned lighting 1/3 switch	Other	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	X Dimming system			Scanner
<input checked="" type="checkbox"/> Height: T.B.D.	Steam	Emergency Power			<input checked="" type="checkbox"/> Projector & screen
Doors	Steam condensed return				<input checked="" type="checkbox"/> Wall Mounted TV
Width 36"	Floor drain				
Height 7'-0"	Floor sink				
Narrow Lite door	Toilets				
<input checked="" type="checkbox"/> Width: Double Doors	Urinals				
Daylighting					
<input checked="" type="checkbox"/> Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					
Comments/Description: *150 OCCUPANTS, 1-2 PARTITIONS, REQUIRES STORAGE INSIDE ROOM FOR TABLES & CHAIRS, UPGRADED FINISHES FOR 'CONVENTION' SPACE QUALITY					

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name:		RENTAL SPACE		Proximity: WITHIN EVENT SPACE II, OR SHARED WITH EVENT SPACE I	
Room name and number:		EVENT SPACE II - STORAGE			
Researcher/Contact:		BC / KC			
Function:		TABLES & CHAIRS STORAGE FOR EVENT SPACE II			
		Primary		Other:	
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
X Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
X Linoleum / VCT/LVT	68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio		Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
X Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
X Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
X 4" Vinyl	Steel	50 TC	Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Plastic Laminate	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Porcelain	Computers
X Exposed structure	Potable hot water	Dark enable	Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other		Scanner
Height: 9'-0"	Steam	Equip on Emergency Power			Projector & screen
Doors	Steam condensed return				Wall Mounted TV
Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets				
Width DOUBLE DOORS	Urinals				
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name: COMMUNITY / SHARED		Proximity:			
Room name and number: MEETING ROOM (1)					
Researcher/Contact: BC / KC					
Function: GENERIC MEETING ROOM					
Primary		Other:			
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	<input checked="" type="checkbox"/> Exterior Glass	Handrails	<input checked="" type="checkbox"/> Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
<input checked="" type="checkbox"/> Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3		Tackboards	<input checked="" type="checkbox"/> Tables
Carpet	<input checked="" type="checkbox"/> General/Individual stats	Isolated gr power outlet		<input checked="" type="checkbox"/> White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio		Open Office
Walls	Room Occupancy	Clean power	<input checked="" type="checkbox"/> Intercom	Casework	Private Office
<input checked="" type="checkbox"/> Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	<input checked="" type="checkbox"/> Data	<input checked="" type="checkbox"/> Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	<input checked="" type="checkbox"/> In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Plastic Laminate	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Porcelain	Computers
Exposed structure	Potable hot water	Dark enable	<input checked="" type="checkbox"/> Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other		Scanner
<input checked="" type="checkbox"/> Height: 9"-0"	Steam	Equip on Emergency Power			<input checked="" type="checkbox"/> Projector & screen
Doors	Steam condensed return				<input checked="" type="checkbox"/> Wall Mounted TV
<input checked="" type="checkbox"/> Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets				
Width OPEN	Urinals				
Daylighting					
<input checked="" type="checkbox"/> Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name:		COMMUNITY / SHARED		Proximity:	
Room name and number:		MEETING ROOM (2)			
Researcher/Contact:		BC / KC			
Function:		GENERIC MEETING ROOM			
Primary		Other:			
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	<input checked="" type="checkbox"/> Exterior Glass	Handrails	<input checked="" type="checkbox"/> Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
<input checked="" type="checkbox"/> Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3		Tackboards	<input checked="" type="checkbox"/> Tables
Carpet	<input checked="" type="checkbox"/> General/Individual stats	Isolated gr power outlet		<input checked="" type="checkbox"/> White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio		Open Office
Walls	Room Occupancy	Clean power	<input checked="" type="checkbox"/> Intercom	Casework	Private Office
<input checked="" type="checkbox"/> Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	<input checked="" type="checkbox"/> Data	<input checked="" type="checkbox"/> Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	<input checked="" type="checkbox"/> In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Plastic Laminate	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Porcelain	Computers
Exposed structure	Potable hot water	Dark enable	<input checked="" type="checkbox"/> Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other		Scanner
<input checked="" type="checkbox"/> Height: 9"-0"	Steam	Equip on Emergency Power			<input checked="" type="checkbox"/> Projector & screen
Doors	Steam condensed return				<input checked="" type="checkbox"/> Wall Mounted TV
<input checked="" type="checkbox"/> Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets				
Width OPEN	Urinals				
Daylighting					
<input checked="" type="checkbox"/> Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name:	COMMUNITY / SHARED	Proximity:
Room name and number:	FITNESS ROOM	
Researcher/Contact:	BC / KC	
Function:	EXERCISE STORAGE	
	Primary	Other:

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	X Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
X Other: T.B.D.	X General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	X Open Cubbies	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio	X Mirrors	Open Office
Walls	Room Occupancy	Clean power	X Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
X Gyp board, epoxy paint	Plumbing	Data	X Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	X In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
X 4" Vinyl	Steel	50 TC	Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Plastic Laminate	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Porcelain	Computers
Exposed structure	Potable hot water	Dark enable	Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other		Scanner
X Height: T.B.D.	Steam	Equip on Emergency Power			Projector & screen
Doors	Steam condensed return				X Wall Mounted TV
X Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets	EXERCISE & WEIGHT-LIFTING EQUIPMENT. PROVIDE MIRRORS. PROVIDE FLUSH OUTLETS IN THE FLOOR & ON THE WALLS. FLOOR SELECTION TO			
Width OPEN	Urinals	RECOGNIZE SWEAT ABSORPTION - BUT STILL BE MULTI-PURPOSE.			
Daylighting					
X Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name:	COMMUNITY / SHARED	Proximity: WITHIN FITNESS ROOM
Room name and number:	FITNESS STORAGE	
Researcher/Contact:	BC / KC	
Function:	FITNESS	

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
<input checked="" type="checkbox"/> Linoleum / VCT/LVT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	<input checked="" type="checkbox"/> General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Sports Floors	Winter 35% +/- 5%	UPS	Radio	Mirrors	Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
<input checked="" type="checkbox"/> Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security		Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	Security Alarms	Countertops	Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Plastic Laminate	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Porcelain	Computers
<input checked="" type="checkbox"/> Exposed structure	Potable hot water	Dark enable	<input checked="" type="checkbox"/> Door Locks, only	Stainless Steel	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Epoxy	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other		Scanner
Height: 9'-0"	Steam	Equip on Emergency Power			Projector & screen
Doors	Steam condensed return				Wall Mounted TV
<input checked="" type="checkbox"/> Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets	WOODLAND HEIGHTS - B.O.D.			
Width OPEN	Urinals				
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
<input checked="" type="checkbox"/> No natural daylight					

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name:		COMMUNITY / SHARED		Proximity: SHOWER ACCESS	
Room name and number:		RESTROOM - OUTDOOR ACCESS			
Researcher/Contact:		BC / KC			
Function:					
Primary		Other:			
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	X General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
X Epoxy	Winter 35% +/- 5%	UPS	Radio	x Mirrors	Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
X Concrete or CMU	X Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	X Single	X In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
X Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	X ADA	Special lighting	Security Monitors	Plastic Laminate	Computers
Exposed structure	X Potable hot water	Dark enable	Door Locks, only	Porcelain	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
X Height: 9"-0"	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
X Width 36"	X Floor drain				
Height 7'-0"	Floor sink				
Narrow Lite door	X Toilets	Comments/Description:			
Width OPEN	X Urinals	ALL RESTROOMS TO HAVE COAT HOOKS & HAND DRYERS			
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
X No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name: COMMUNITY / SHARED **Proximity:**
Room name and number: **MECHANICAL/ELECTRICAL/COMMUNICATIONS**
Researcher/Contact: BC / KC
Function:

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
X Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
X Linoleum / VCT at COMM	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	X General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
X Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio	x Mirrors	Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
X Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	X In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Plastic Laminate	Computers
Exposed structure	Potable hot water	Dark enable	Door Locks, only	Porcelain	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
X Height: 9'-0"	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
X Width 72" Mech /36" E/C	X Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets				
Width OPEN	Urinals				
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
X No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name: COMMUNITY / SHARED **Proximity:** NEAR EXERCISE-ORIENTED SPACES
Room name and number: RESTROOMS
Researcher/Contact: BC / KC
Function: GENERAL

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	X General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
X Epoxy	Winter 35% +/- 5%	UPS	Radio	X Mirrors	Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
X Concrete or CMU	X Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	X Single	X In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	X Soild Surface	Special Equipment
4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
X Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	X ADA	Special lighting	Security Monitors	Plastic Laminate	Computers
Exposed structure	X Potable hot water	Dark enable	Door Locks, only	Porcelain	Monitor
Acoustic tile	X Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
X Height: 9'-0"	Steam	Equip on Emergency Power		x Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
X Width 36"	X Floor drain				
Height 7'-0"	Floor sink				
Narrow Lite door	X Toilets				
Width OPEN	X Urinals				
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
X No natural daylight					
Comments/Description: ALL RESTROOMS TO HAVE COAT HOOKS & HAND DRYERS					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name:	COMMUNITY / SHARED	Proximity: NEAR EXERCISE-ORIENTED SPACES
Room name and number:	VENDING	
Researcher/Contact:	BC / KC	
Function:		

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
X Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	X General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio	Mirrors	Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
X Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
X 4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Plastic Laminate	Computers
Exposed structure	Potable hot water	Dark enable	Door Locks, only	Porcelain	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
X Height: 9"-0"	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description: VENDING MACHINES - EASY ACCESS			
Narrow Lite door	Toilets				
X Width OPEN	Urinals				
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
X No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name: COMMUNITY / SHARED **Proximity:**
 Room name and number: **BUILDING STORAGE**
 Researcher/Contact: BC / KC
 Function: GENERAL

Primary: _____ Other: _____

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
<input checked="" type="checkbox"/> Linoleum / VCT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pcelain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	<input checked="" type="checkbox"/> General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio	Mirrors	Open Office
Walls	Room Occupancy	Clean power	Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
<input checked="" type="checkbox"/> Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	<input checked="" type="checkbox"/> In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Plastic Laminate	Computers
<input checked="" type="checkbox"/> Exposed structure	Potable hot water	Dark enable	Door Locks, only	Porcelain	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
Height: 9"-0"	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets				
<input checked="" type="checkbox"/> Width DOUBLE	Urinals				
Daylighting					
Natural daylight- pref.					
Natural daylight- indiff.					
<input checked="" type="checkbox"/> No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name: ADMINISTRATION **Proximity:** AT ENTRANCE / POSSIBLY SAME AS RECEPTION

Room name and number: SECURE LOBBY/STAFFED RECEPTION

Researcher/Contact: BC / KC

Function: ENTRANCE

Primary _____ Other: _____

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	<input checked="" type="checkbox"/> Exterior Glass	Handrails	Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	Desks
Linoleum / VCT	<input checked="" type="checkbox"/> 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
<input checked="" type="checkbox"/> Terrazzo / Pocerlain Tile	Humidity	480V/100A, ph 3		Tackboards	Tables
Carpet	<input checked="" type="checkbox"/> General/Individual stats	Isolated gr power outlet		White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	<input type="checkbox"/> Radio	Mirrors	Open Office
Walls	Room Occupancy	Clean power	<input checked="" type="checkbox"/> Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
<input checked="" type="checkbox"/> Gyp board, epoxy paint	Plumbing	Data	<input checked="" type="checkbox"/> Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
<input checked="" type="checkbox"/> 4" Vinyl	Steel	50 TC	<input checked="" type="checkbox"/> Security Alarms		Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	<input checked="" type="checkbox"/> CCTV	Countertops	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Plastic Laminate	Computers
Exposed structure	Potable hot water	Dark enable	<input checked="" type="checkbox"/> Door Locks, only	Porcelain	Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
<input checked="" type="checkbox"/> Height: T.B.D.	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				<input checked="" type="checkbox"/> Wall Mounted TV
<input checked="" type="checkbox"/> Width	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets	DIRECT PROXIMITY TO ENTRANCE			
Width Double	Urinals				
Daylighting					
<input checked="" type="checkbox"/> Natural daylight- pref.					
Natural daylight- indiff.					
No natural daylight					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name: ADMINISTRATION **Proximity:** Near Entrance & Other Staff Offices
Room name and number: DIRECTOR'S OFFICE
Researcher/Contact: BC / KC
Function: GENERAL OFFICE AREA

Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	X Chairs
X Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	X Desks
X Linoleum / VCT/LVT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		X Tackboards	X Tables
Carpet	X General/Individual stats	Isolated gr power outlet		X White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	X Radio	Mirrors	Open Office
Walls	Room Occupancy	Clean power	X Intercom	Casework	Private Office
X Gyp board, paint	Occupancy Frequency	Phone	X Dictation	Wood	Lounge chair
Gyp board, epoxy paint	Plumbing	Data	X Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	Paging	Steel	Lat Files
Lead Shielding	Single	X In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
X 4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	ADA	Special lighting	X Security Monitors	Plastic Laminate	X Computers
Exposed structure	Potable hot water	Dark enable	Door Locks, only	Porcelain	X Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	X Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	X Scanner
X Height: 9"-0"	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
X Width 36"	Floor drain				
Height 7'-0"	Floor sink				
Narrow Lite door	Toilets				
Width Double	Urinals				
Daylighting					
Natural daylight- pref.					
X Natural daylight- indiff.					
No natural daylight					
Comments/Description: PROVIDE SMALL MEETING TABLE FOR DIRECTOR TO MEET WITH PUBLIC INTERESTED IN RENTALS					

Project Name: Bayview Community Resource Center

Room Criteria Sheet

Department/Group Name: ADMINISTRATION
Room name and number: STAFF OFFICE
Researcher/Contact: BC / KC
Function: GENERAL OFFICE AREA

Proximity: Near Other Staff Offices

Architectural		Mechanical		Electrical		General Requirements		Fixed Equipment		Furnishings	
Floors		Temperature		110V/20A, ph 1		Exterior Glass		Handrails		<input checked="" type="checkbox"/> Chairs	
<input checked="" type="checkbox"/> Wood		72 deg + 2 deg		208V/30A, ph 1		Window Shades		Bumper rails		<input checked="" type="checkbox"/> Desks	
<input checked="" type="checkbox"/> Linoleum / VCT/LVT		<input checked="" type="checkbox"/> 68-75 deg + 2 deg		208V/30A, ph 3		Interior Glazing		Corner Guards at Door		Shelving	
Terrazzo / Pocelain Tile		Humidity		480V/100A, ph 3				<input checked="" type="checkbox"/> Tackboards		Tables	
Carpet		<input checked="" type="checkbox"/> General/Individual stats		Isolated gr power outlet				<input checked="" type="checkbox"/> White Boards		Credenzas	
Sealed concrete		Summer 50% +/- 10%		Emergency power				Lockers (No. & Size)		Typing Return	
Epoxy		Winter 35% +/- 5%		UPS				Mirrors		Open Office	
Walls		Room Occupancy		Clean power		Communications		Casework		Private Office	
<input checked="" type="checkbox"/> Gyp board, paint		Occupancy Frequency		Phone		<input checked="" type="checkbox"/> Radio		Wood		Lounge chair	
Gyp board, epoxy paint		Plumbing		Data		<input checked="" type="checkbox"/> Intercom		Plastic Laminate		Coffee table	
Concrete or CMU		Sinks, counter		Cable TV		Dictation		Steel		Lat Files	
Lead Shielding		Single		In use lighting		<input checked="" type="checkbox"/> Music System		Shelving			
Base		Double		Ambient Lighting		Paging		Solid Surface		Special Equipment	
<input checked="" type="checkbox"/> 4" Vinyl		Steel		50 TC		Phones				Copier/Printer	
Integral base w/floor		Depth - deep		Task lighting		Security		Countertops		TV cable	
Ceiling		ADA		Special lighting		Security Alarms		Plastic Laminate		<input checked="" type="checkbox"/> Computers	
Exposed structure		Potable hot water		Dark enable		CCTV		Porcelain		<input checked="" type="checkbox"/> Monitor	
Acoustic tile		Potable cold water		Zoned lighting 1/3 switch		Security Monitors		Stainless Steel		Printer	
Gyp brd. Epoxy paint		Process chilled water		Dimming system		<input checked="" type="checkbox"/> Door Locks, only		Epoxy		Scanner	
<input checked="" type="checkbox"/> Height: 9"-0"		Steam		Equip on Emergency Power		Card Access		Solid Surface		Projector & screen	
Doors		Steam condensed return				Other				Wall Mounted TV	
<input checked="" type="checkbox"/> Width 36"		Floor drain		Comments/Description:							
Height 7'-0"		Floor sink									
Narrow Lite door		Toilets									
Width Double		Urinals									
Daylighting											
Natural daylight- pref.											
<input checked="" type="checkbox"/> Natural daylight- indiff.											
No natural daylight											

Project Name: Bayview Community Resource Center					
Room Criteria Sheet					
Department/Group Name: ADMINISTRATION			Proximity: ACCESS TO OUTSIDE STORAGE		
Room name and number: OUTDOOR STAFF OFFICE					
Researcher/Contact: BC / KC					
Function: GENERAL OFFICE AREA					
Primary		Other:			
Architectural	Mechanical	Electrical	General Requirements	Fixed Equipment	Furnishings
Floors	Temperature	110V/20A, ph 1	Exterior Glass	Handrails	X Chairs
Wood	72 deg + 2 deg	208V/30A, ph 1	Window Shades	Bumper rails	X Desks
X Linoleum / VCT/LVT	X 68-75 deg + 2 deg	208V/30A, ph 3	Interior Glazing	Corner Guards at Door	Shelving
Terrazzo / Pocolain Tile	Humidity	480V/100A, ph 3		X Tackboards	Tables
Carpet	X General/Individual stats	Isolated gr power outlet		X White Boards	Credenzas
Sealed concrete	Summer 50% +/- 10%	Emergency power	Communications	Lockers (No. & Size)	Typing Return
Epoxy	Winter 35% +/- 5%	UPS	Radio	Mirrors	Open Office
Walls	Room Occupancy	Clean power	X Intercom	Casework	Private Office
Gyp board, paint	Occupancy Frequency	Phone	Dictation	Wood	Lounge chair
X Gyp board, epoxy paint	Plumbing	Data	Music System	Plastic Laminate	Coffee table
Concrete or CMU	Sinks, counter	Cable TV	X Paging	Steel	Lat Files
Lead Shielding	Single	X In use lighting	Phones	Shelving	
Base	Double	Ambient Lighting	Security	Soild Surface	Special Equipment
X 4" Vinyl	Steel	50 TC	Security Alarms		Copier/Printer
Integral base w/floor	Depth - deep	Task lighting	CCTV	Countertops	TV cable
Ceiling	ADA	Special lighting	Security Monitors	Plastic Laminate	X Computers
Exposed structure	Potable hot water	Dark enable	X Door Locks, only	Porcelain	X Monitor
Acoustic tile	Potable cold water	Zoned lighting 1/3 switch	Card Access	Stainless Steel	X Printer
Gyp brd. Epoxy paint	Process chilled water	Dimming system	Other	Epoxy	Scanner
Height: 9'-0"	Steam	Equip on Emergency Power		Solid Surface	Projector & screen
Doors	Steam condensed return				Wall Mounted TV
X Width 36"	Floor drain				
Height 7'-0"	Floor sink	Comments/Description:			
Narrow Lite door	Toilets	A/C SPACE			
Width Double	Urinals				
Daylighting					
Natural daylight- pref.					
X Natural daylight- indiff.					
No natural daylight					



COMMUNITY INPUT MEETING DATA

On Tuesday, May 30th 2017, a community input meeting was held at the Senior Center located in Bayview Park with 80 citizens in attendance. The goal was to share the project scope with the public and collect data regarding the project uses, architecture, immediate impacts on the park, and future development of the park. After a general project introduction attendees broke out into smaller groups for open discussion based on the topics below. Each group cycled through the four discussion areas so that there was opportunity for every individual to contribute to each discussion. The topics were as follows:

1. Program
2. Project Impact & Concerns
3. Master Plan
4. Architecture & Design

Below is a summary of some of the prevailing comments:

- Many residents are concerned about any tree removal in the park
- Physical connection to the water is an important element to the building's location
- Minimize event center capacity
- Traffic control & parking solutions were brought up with every group – as well as possible alternate solutions that the city could provide like shuttles, drop-offs, off-site parking, etc.
- Provide outdoor area specifically for children – such as a splash pad (the one sprinkler that they have in the park is used at high volumes).
- Park's existing facilities require additional maintenance – tree trimming, upkeep in dog park,

garbage clean-up, clean-up of bathrooms, assure water fountains work, etc.

- Several requests to assign a 'fishing' area, so that it has an importance, but so it also can be separated from passive recreation areas
- Citizens were concerned that would be enough space for children's summer camps, after school camps, & exercise classes – FOCUS on children & families
- There was an overall concern for the Senior Center's future in the Master Plan
- Citizens want space for community classroom areas

PROGRAM

Broad scopes established by CAA to begin the discussion were as listed below:

- Outdoor Sports & activities that are focused around the water
 - A. Rental operations like kayak, stand-up paddle boards, possibly small sailing
 - B. Club operations – Rowing club
 - C. Storage of the vessels & equipment
- Flexible Community / Resource Spaces
 - A. Meeting rooms
 - B. Classrooms
 - C. Exercise rooms
 - D. Open flexible spaces / multi-purpose

- Passive recreation – lounge, deck, & or balcony to enjoy the view of Bayou Texar
- Event Rental Space – not a primary function, weddings, reunions, outdoor venue
- Outdoor Amenities – boardwalk, waterfront lawn or plaza, bandshell, pavilions
- Food – food trucks area or small grab & go cafe

Comments added beyond this point were suggestions or additions made by the public.

Prevailing requests / comments suggested by all groups

- Indoor sports & activities – multiple requests for basketball, gymnasium, stage, auditorium, indoor walking track, paddleboats, frisbee golf, & a soft launch area for kayaks & canoes
- Noise control in the park for events
- Community garden space
- Soft launch space for kayaks, crew boats, etc.
- Traffic control & parking solutions were brought up with every group – as well as possible alternate solutions that the city could provide like shuttles, drop-offs, off-site parking, etc.

Suggestions unique to individual groups:

- Additional outdoor sports & activities to consider – outdoor volleyball, indoor basketball (Gymnasium)
- Suggested that there be an option to the public to rent non-motorized water vehicle storage space & lockers

- Floating / rowing dock (and all water-oriented sports) are in high demand
- Community center meeting rooms should be a variety of sizes – larger meeting rooms (with overhead projectors) & small quiet study rooms for people who need to individual space for reading & studying (like a library)
- Multiple requests for different food service types – food trucks, café, catering kitchen, food service attached to a community garden, coffee shop, etc
- Traffic control & parking solutions
- An option to the public to rent non-motorized water vehicle storage space & lockers
- Floating / rowing dock (and all water-oriented sports) are in high demand
- Community center meeting rooms should be a variety of sizes – larger meeting rooms (with overhead projectors) & small quiet study rooms for people who need to individual space for reading & studying (like a library)
- Different food service types – food trucks, café, catering kitchen, food service attached to a community garden, coffee shop, etc

PROJECT IMPACTS & CONCERNS

Broad scopes established by CAA to begin the discussion were as listed below:

- Parking
- Trees
- Rehab/upgrade parking
- Increase traffic/Uses
- Safety & Security
- Storm water / Flooding
- Exterior access to facilities
- Noise
- Control or improve circulation around park
- Boat launch upgrades

Comments added beyond this point were suggestions or additions made by the public.

- The park is currently in need for upgrades on lighting & security measures for public safety - Foot lighting/path lighting vs. overhead lighting, camera surveillance, etc
- Control or improve circulation around park, both vehicles and pedestrians. School bus access and maneuverability is a problem.
- At the Boat launch locations, extend no wake zones

- Reconsider pedestrian/nature trails layout
- Establish/promote wildlife preservation – herons, ducks, bat houses, etc.
- No invasive species, non-indigenous plants/wildlife in the landscape design
 - Reclaim sandy beach/shoreline - Try to control the phragmite grass problem
- Trash control – dual/triple recycling cans
- Handicap accessibility to exceed existing requirements.
- Specific traffic / parking concerns
 - They are having troubles with speeders on Blount Street now
 - Exceed the tree requirements when we layout the new parking
 - Add parking along 20th

MASTER PLAN

Prevailing suggestion:

While everyone acknowledges it is a park for everyone to use, attendees felt it should be maintained as a neighborhood park. Master plan focus should be to take the inherent features that are there and develop/refine/reorganize/strengthen them before introducing new elements.

Comments added beyond this point were suggestions or additions made by the public.

- Provide a sense of entry to the park

- Green space & pedestrian's spaces should prevail over parking & boat ramps
- Support health-oriented functions & water sports in the park
- Public expects a Green / sustainability / LEED design solution
- Do not put a 'through-road' in the park
- Support existing wildlife habitats – bat boxes, bird houses, protect the Bayou, etc.
- Tie together the existing pedestrian paths
- Tie together the existing pedestrian paths

ARCHITECTURE & DESIGN

Style

- Boathouse theme with rowing access doors & boat storage
- Provide outdoor leisure spaces like balconies, terraces, & porches
- Cantilever the water's edge
- Spanish & Craftsman styles suggested
- Consider 'Old Florida' approach with wrap around porches that mimic that homes surrounding the neighborhood

Materiality

- Many natural materials suggested like ballast stone base, stone, stucco, brick, and pebbledash
- Provide glazing to provide views of both park & water. Consider the glazing view from the bridge.
- Consider maintenance & durability of exterior material like fiber cement siding

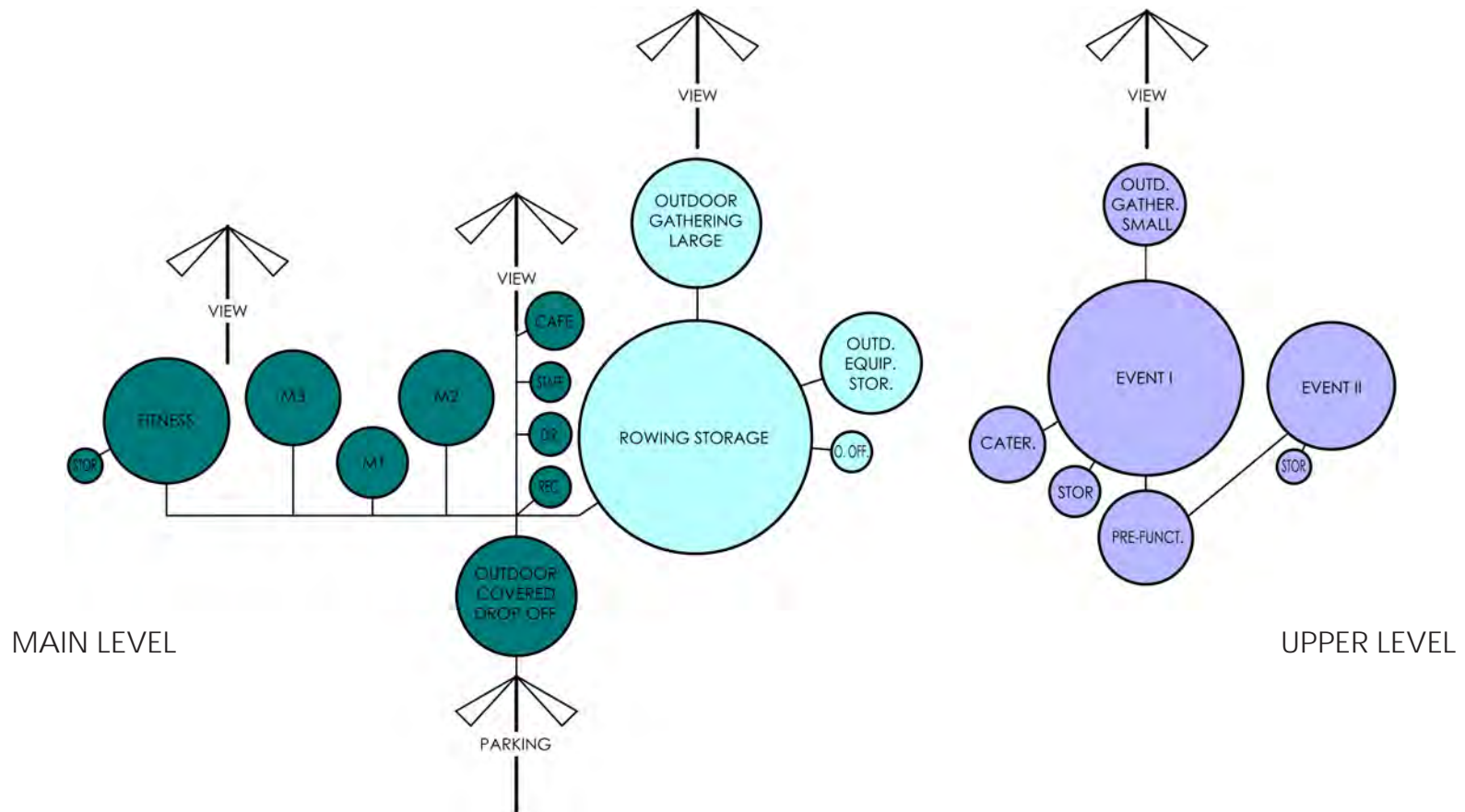
Environmental

- Consider sustainable practices or LEED accreditation
- Maintain open green space
- Do not remove any trees
- Refer to Sierra Club to prevent bird strike
- Consider an educational museum / opportunities & incorporate Early Learning Garden at Entrance
- Site inclusions like rain garden to engage nature
- Embrace the water front – both with visibility & terraces
- Solar panels & energy efficient designs
- Net zero or zero carbon footprint
- Compliment / blend / engage nature

Miscellaneous

- Provide appropriate exterior lighting for safety at night
- Footprint of building does not 'overwhelm' the park

ADJACENCY DIAGRAM - TWO STORY OPTION

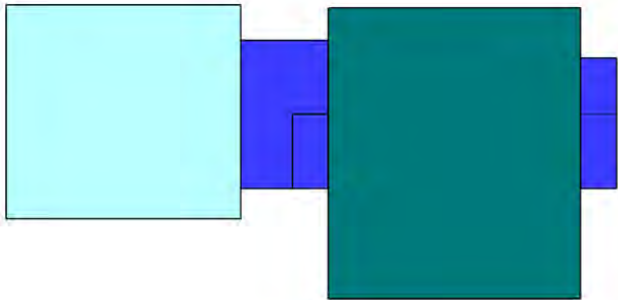


DESIGN OPTION I:

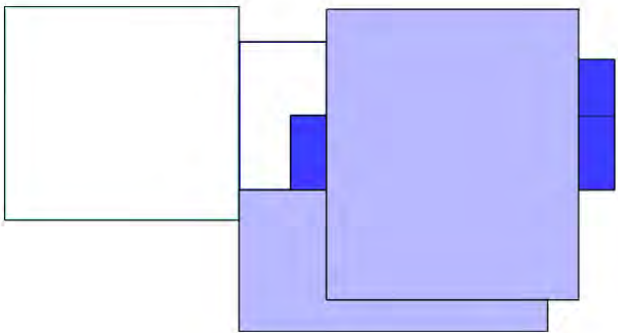
- BOAT STORAGE & COMMUNITY CENTER ELEMENTS AT GROUND LEVEL ABOVE FLOOD PLANE
- EVENT SPACES AT UPPER LEVEL

STACKING STUDY

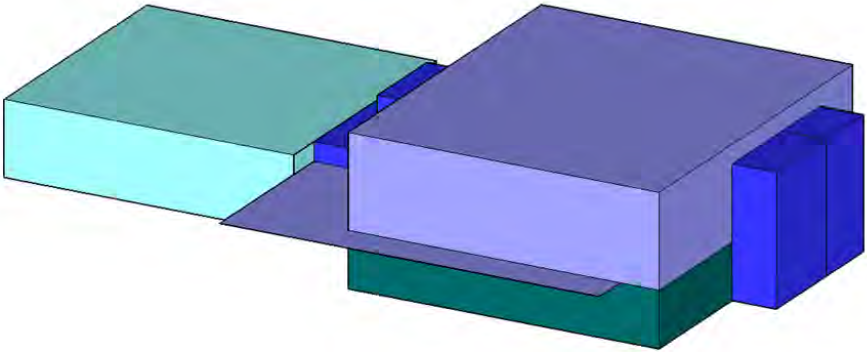
TWO STORY OPTION



LEVEL 1: BOAT STORAGE, COMMUNITY PROGRAM, & ADMINISTRATION



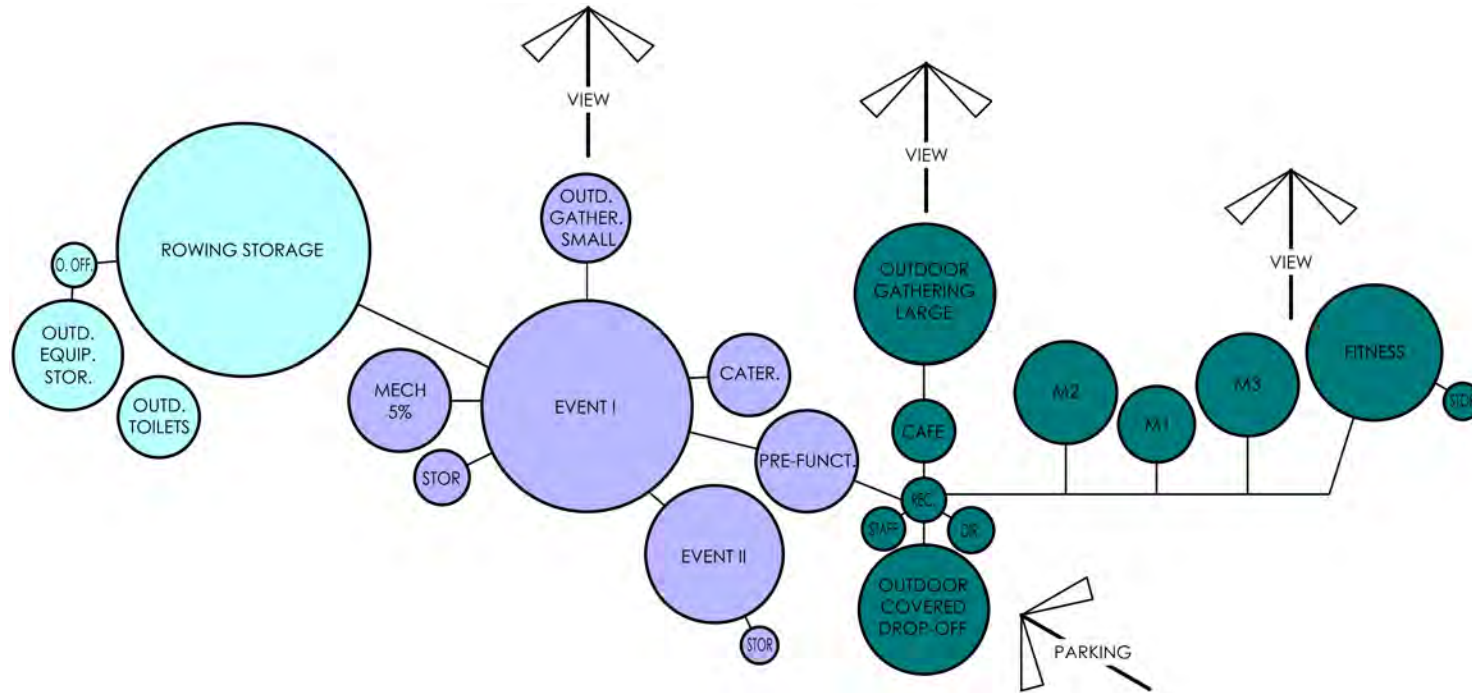
LEVEL 2: EVENT & SUPPORT SPACES



2-STORY EVENT OVER BOAT STORAGE STACKING STUDY

ADJACENCY DIAGRAM

ONE STORY OPTION

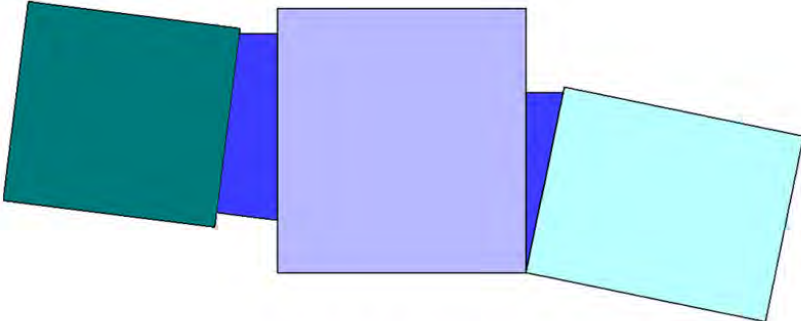


DESIGN OPTION II:

- BOAT STORAGE, EVENT SPACES, AND COMMUNITY PROGRAM ELEMENTS AT GROUND LEVEL ABOVE FLOOD PLANE

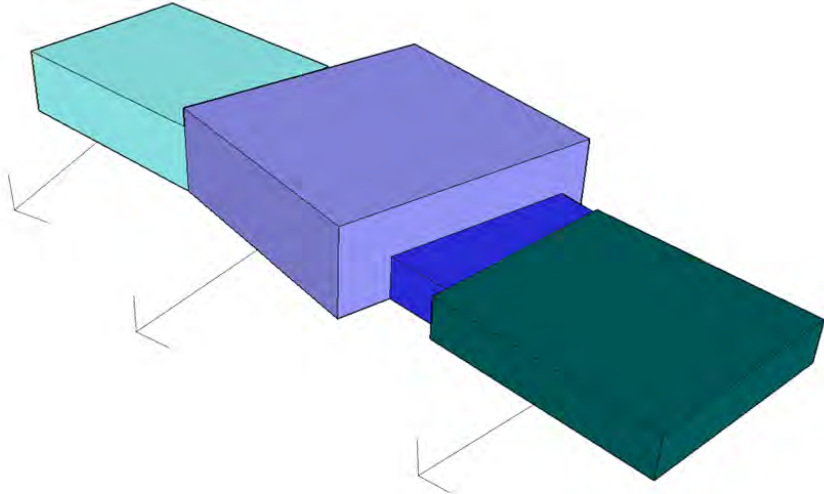
STACKING STUDY

ONE STORY OPTION



LEVEL 1: BOAT STORAGE, COMMUNITY SPACE, ADMIN. & EVENT SPACE

-  EVENT SPACE
-  CIRCULATION
-  COMMUNITY / SHARED
-  BOAT STORAGE



1-STORY STACKING STUDY

SITE ANALYSIS

BUILDING LOCATION OPTIONS



BUILDING LOCATION OPTIONS

1. EXISTING PARKING LOT

Pros:

- Eliminates eyesore
- Connection to Senior Center
- Minimal tree loss, but one is large

Cons:

- Have to recreate new parking immediately
- New lot will have to work within existing trees
- Understory boat storage more of a trek

2. BEHIND ORIGINAL SITE

Pros:

- Good natural elevation
- Connection to amenities except water

3. ORIGINAL SITE

Pros:

- Cleared land
- Existing parking, amenities
- Connection to dock, water, and view incl. visibility from Cervantes
- Understory boat storage access

Cons:

- Needs to be well above grade – surge and stormwater

4. PLAYGROUND

Pros:

- High ground
- “Center field” quality view/ visibility

Cons:

- Distance from existing parking/ senior center
- Proximity water

5. NORTH END

Pros:

- Good visibility/ access to water
- Relatively open

Cons:

- Changes traffic flow to north end – neighborhood
- Distance from amenities, senior center

SITE ANALYSIS

CONCEPT MASTER PLAN



MASTER PLAN

A master plan was developed in association with this project to aid the City in providing design direction for further development and investment in Bayview Park and its amenities. In the past, new work appeared to have been undertaken without an overall concept for park development or design. The result missed an opportunity to create a more cohesive, attractive, and functional asset to the City.

We first developed Master Plan Goals & Objectives to help provide a framework for decision making. We utilized data recorded in the 2011 Bayview Park Master Plan, and received updated input from both City staff and community members at a publicly held meeting on May 30th, 2017. A summary of these objectives are as follows:

1. Return waterfront to uses, not cars.
2. Create a clear pedestrian network with separation from cars.
3. Reinforce existing uses of the park.
4. Improve storm water plan.
5. Provide design continuity to elements throughout the park.
6. Improve wildlife habitats and restore the water's edge.
7. No through roads.
8. Support health-oriented functions and water sports.
9. Provide a sense of entry.

Though not intended to be comprehensive, our Master Plan proposes two fundamental changes to the park that each fulfill a number of the Master Plan Objectives.

Recognizing that the Senior Center is in need of substantial repair or replacement, the City requested that we provide options that incorporate its replacement into an overall Master Plan. Relocating the Senior Center near the new Community

Center would accomplish several elements of the Master Plan Objectives:

1. Both facilities would be located on the water front with direct pedestrian access to it (i.e. not crossing roadways) and a waterfront network of pedestrian amenities.
2. Facilities would have pedestrian connection to one another without crossing roadways.
3. There would be minimal impact on trees – the new Senior Center would replace the existing parking and the new parking would replace the existing Senior Center.
4. Abandoning the Lloyd Street entrance would expand the pedestrian zone along the waterfront with the goal of a continuous pedestrian zone along as much of the waterfront as possible.

The second component indicated on the proposed Master Plan is to reduce the presence of the boat parking area along the waterfront which creates a significant physical and aesthetic barrier for pedestrian access to the waterfront as well as creates an environmental problem with runoff into Bayou Texar. By reducing the footprint of the boat parking area, either by moving or reducing the number of boat parking spaces, a significant portion of the waterfront can be reclaimed for pedestrian use. This would allow additional boardwalks, pavilions, and play areas close to the water, connected to a network of amenities along the water, and accessed without having to cross parking lots or roadways. It will also allow further restoration of the waterfront as an ecological entity with a more complementary use adjacent to it.

We have also indicated the option of creating a new vehicular entrance at Blount Street with a prominent entry feature that would help create an appropriate entrance to this popular park.

MASTER PLAN - PHASE I



MASTER PLAN - PHASE II



MASTER PLAN - PHASE III



CIVIL SCHEMATIC DESIGN NARRATIVE

Kenneth Horne & Associates

SCOPE OF WORK

The overall project scope includes a new Community Center with associated infrastructure on a previously developed site in Pensacola, FL. Specifically, the scope entails construction of an approximately 14,000+/- SF Community/Event Center, new asphalt paving for a reconfigured parking lot, and an approximately 5,000+/- SF Boat Storage Bldg., along with associated walks, utilities, and drainage components. The new impervious surfaces will be routed to a new onsite retention pond for treatment. The work includes delineation of the drainage basins to calculate onsite retention needs, development of construction drawings for the new structures, parking lots, and utilities including site staking and grading plans, development of an erosion and sediment control plan, submittal of an Environmental Resource Permit through the Northwest Florida Water Management District (NFWFMD), a Site Plan approval through the City of Pensacola, and an Emerald Coast Utilities Authority (ECUA) Single Service Connection Permit in support of the proposed utility work.

ENVIRONMENTAL

There is a known surface water of the state (Bayou Texar) and accompanying jurisdictional wetlands located to the south of the proposed Community Center. Best Management Practices will be included in the design to protect these areas during construction. No assertions are made by the designer as to the existence or non-existence of any other environmental encumbrances on the site. No additional environmental audit of existing site conditions is within the scope of this contract.

TOPOGRAPHICAL SURVEY

The design of the Community Center site will be based upon a survey provided by Emerald Coast and Associates, Inc.

PROJECT SITE ACCESS

The project site's primary access is located along N. 20th Ave., just north of its intersection with E. Lee Street. A secondary access point at the intersection of E. Lloyd Street and N. 20th Ave. will also be maintained. Long term planning indicates that the primary access drive will be relocated to align with E. Blount Street. The project's site plan, will consider this future connection during the design phase.

STORMWATER POLLUTION PREVENTION

Silt fences and/or hay bale sediment barriers will be incorporated to minimize sediment migration off-site. Floating Turbidity Barriers will be used where construction work is adjacent to the Bayou. An NPDES permit for Stormwater Discharge during construction activities will be filed by the contractor as the disturbed area will likely be greater than one acre. The design and Contract Documents will incorporate Best Management Practices (BMP's) to prevent erosion or sedimentation problems.

DEMOLITION

It is the designer's understanding all major demolition activities associated with the site's previous use have already been performed by the City of Pensacola under a separate contract. This includes all remnants of the old

Community Center's foundation. Additional demolition will consist of the partial removal of asphalt parking, concrete walks, and the relocation of stormwater piping/inlets, sanitary sewer piping/manholes as needed for the construction of the new Center.

Pavement & Base Section Design: The anticipated paving section for the proposed parking lot will likely consist of 2.0" FDOT SP 12.5 Asphalt over 6" FDOT Spec 204 Graded Aggregate Base over a 12" compacted subgrade. Actual pavement sections will be designed based upon the final geotechnical investigation report.

STORMWATER

Stormwater management will be achieved by conveyance to a new retention area located on site. The design criteria will include treatment for the runoff from the first 1" of rainfall over the drainage basin area. The pond will be designed to recover the treatment volume in less than the required 72 hours. The NRCS Soil Survey for the area appears to support the design of a conventional dry pond. Stormwater management strategies may vary based upon the final survey and geotechnical investigation report.

WATER

A new water main will likely be required for fire protection, potable water service, and irrigation. The anticipated design would require a new 6" water main connecting to the existing 6" ECUA water distribution main on the West side of N. 20th Ave. where a 2" water main with a 2" water meter and 2" backflow preventer would tee off for domestic water service to the proposed Community

Center. A 6" fire line will continue to the Center for fire protection. Though not yet confirmed, an additional fire hydrant on board the Bayview Park property will likely be required after review by the City of Pensacola's Fire Marshal.

SANITARY SEWER

Per ECUA Sewer Maps, an existing 15" sanitary sewer main is located within the proposed project area. The main will likely need to be redirected around the site in order to construct the proposed structure. Service to the Community Center will be achieved by connection to this relocated line.

STRUCTURAL SCHEMATIC DESIGN NARRATIVE

Joe DeReuil & Associates

SUMMARY

Structurally, the project consists of a series of 3 one story structures. Two of these structures are connected to form the meeting area and event space building, and the third is a boat storage building. The buildings will be constructed on a slope that descends towards Bayou Texar. The finished floor elevation of the landward side will match existing grade, and on the bayou side the finished floor will be approximately 6 to 7 feet above grade.

At this stage, budget considerations may dictate structural systems. Accordingly, options are given for the various structural systems. Budget pricing figures for each system have been included below. These figures indicated are estimates of the total cost of materials and installation, based on our experience.

STRUCTURAL SYSTEM

1. Foundations: Shallow foundations are anticipated and will be designed in accordance with the pending geotechnical report. Expected allowable soil bearing capacity is 1500 psf, which would result in strip footings of 2 to 3 ft. wide. Foundations may be estimated at \$4.00/sf of floor area.
2. Slab on Grade: The typical slab-on-grade will be a 4" slab. A 15 mil vapor barrier shall be placed over compacted grade. Mechanical and Electrical rooms shall have a 6" slab. Slab control joints will be provided at a maximum spacing of 15'-0" on center to control shrinkage cracking. Slab on grade may be estimated at \$6.50/sf of floor area.
3. Exterior Walls: The following wall systems are being

considered. Budget may dictate the final solution.

- A. 6" core loadbearing ICF (\$14/sf of wall area)
 - B. 8" and 12" loadbearing reinforced concrete masonry (\$11/sf of wall area)
 - C. Metal stud infill walls spanning from floor to floor (\$8/sf of wall area, does not include loadbearing columns).
4. Retaining walls: Cast-in-place concrete cantilevered retaining walls with footings. (\$20/sf of wall area)
 5. Roof Framing. The following roof framing system options are being considered. Budget may dictate the final solution. Combinations of framing systems may be used.
 - A. Exposed Timber Systems:
 - i. 4" thick laminated timber decking spanning 16 to 20 ft. to curved glue laminated timber beams, spanning 40 to 50 ft. (\$20/sf of roof area, installed)
 - ii. 1.5" thick solid timber decking spanning approximately 4 ft. to wood and steel truss joists, spanning approximately 20 ft. to curved glue laminated timber beams, spanning 40 to 50 ft. (\$15/sf of roof area)
 - B. Steel Framed Systems:
 - i. Metal deck spanning to steel joists, spanning approximately 4 ft. to open web steel joists, spanning approximately 20 ft. to curved wide

flange beams or joist girders, spanning 40 to 50 ft. (\$10/sf of roof area)

6. Vertical Load Resisting System: Vertical floor and roof loads will be transferred from the girder beams to either loadbearing walls or into steel columns which will bear directly on the foundations.

If exterior walls are steel framed, the cost of the perimeter columns and beams can be estimated at \$5/sf of wall area.

7. Lateral (Wind) Load Resisting System: Either ICF or masonry walls acting as shearwalls or steel braced frames designed to resist the lateral (wind) loads. Lateral loads will be transferred through the roof diaphragms to the shear walls or braced frames which will bear directly on the foundations.

Design Criteria (as defined by the applicable codes listed above)

1. Design Wind: ASCE 7-10
 - A. Building Risk Category III
 - B. Exposure C
 - C. Design Wind Speed: 160 MPH
2. Material Strengths:
 - A. Foundations: $f'c = 3500$ PSI
 - B. Grade Beams and Reinforced Concrete Piers: $f'c = 4500$ PSI
 - C. Slab-on-Grade: $f'c = 3500$ PSI
 - D. Concrete Columns: $f'c = 5000$ PSI

- E. Concrete Walls and Beams: $f'c = 4000$ PSI
- F. Framed Floor Slabs: $f'c = 4000$ PSI
- G. CMU Fill: $f'c = 3000$ PSI
- H. Masonry: $f'm = 1500$ PSI
- I. Structural Steel: ASTM A992 $f_y = 50$ KSI, A36 $f_y = 36$ KSI & A500 Gr. B = 42 KSI.
- J. Reinforcing Steel: ASTM A615 $f_y = 60$ KSI

SPECIFICATION LIST

The following specifications have been identified as applicable to the structural portion of this project.

1. 03 30 00 – Cast-In-Place Concrete
2. 04 20 00 - Masonry
3. 05 12 00 – Structural Steel
4. 05 21 19 – Open Web Steel Joist Framing
5. 05 30 00 – Steel Decks
6. 05 40 00 – Cold-Formed Metal Framing

REFERENCES

1. Florida Building Code 2014
2. ASCE 7-10, Minimum Design Loads for Buildings and Other Structures
3. ACI 302.1 R-04, Concrete Floor and Slab Construction
4. ACI 318-11, Building Code Requirements for Reinforced Concrete
5. ACI 360r-10, Design of Slabs on Grade
6. AISC 360-10, Design of Structural Steel
7. ACI 530-11, Masonry Design of Structures
8. SJI Specifications, Standard Specifications and Load Tables of the Steel Joist Institute
9. SDI Steel Deck Institute, Design Manual for Composite Decks, Form Decks and Roof Decks

ARCHITECTURAL SCHEMATIC DESIGN NARRATIVE

Caldwell Associates Architects

SUMMARY

The new Bayview Community Center is a 19,000 sf building (14,000 sf conditioned space plus 5,000 sf non conditioned) comprised of meeting rooms, exercise rooms, rental space for events, and support for water-based activities including rental and storage of kayaks, rowing shells, and paddleboards. The building takes advantage of its unique waterfront site on a protected waterway and anchoring the 28-acre Bayview Park which is one of the most utilized parks in the City of Pensacola. Our intent was to create a building designed for the daily and weekly user to enjoy active and passive recreational opportunities that take advantage of the waterfront views and access.

The program, developed with City staff and community input, includes boat storage, 3 meeting rooms, a large exercise room, and 2 event spaces that can be combined for larger events. The combined size is approximately 2/3 the size of Sanders Beach Community Center and is typical in size to gathering spaces in other community centers. Exterior spaces include a large covered deck and terraced lawn overlooking Bayou Texar, covered outdoor storage, and a covered drop-off. Outdoor restrooms are also provided for park users. We hope that the building will become a social, cultural, and community hub for the neighborhood and City.

SITE LAYOUT AND ORIENTATION

After investigating several options for the building location, the design team and City staff decided that the location of the original community center was ideal for

placement of the new building because it connected well with existing infrastructure (such as parking), amenities (playgrounds, dog park, Senior Center), and especially the waterfront. The new building's finished floor elevation was placed approximately 6' above the original building to provide additional protection from storm surge on this waterfront site.

The building mass was oriented relative to the existing vacated building pad, parking lot, and pier to minimize the impact on the site and trees while maintaining a practical distance from the water. The entry to the building was located uphill so that it will be more visible to traffic entering from 20th avenue – drawing attention away from the sizable parking lot and creating a more pedestrian-friendly environment. It's orientation and connection to the pier give added value to both elements – creating a more natural design relationship where there was previously not one.

BUILDING LAYOUT / FLOOR PLAN

After looking at 1 story, 2 story, and split level building configurations, the design team and City Staff agreed that a 1 story approach would maximize accessibility for users – especially shared use for senior activities, as well as allow separation of uses when desirable – for example, between a wedding and a rowing club event occurring simultaneously.

The building was laid out on the site to foster the creation of complementary outdoor spaces between the building's masses and the water's edge. A transition of

spaces from interior to exterior toward the water create multiple attractive areas for meeting, recreation, and enjoyment by park users. The internal program spaces within the building were similarly laid out to maximize exposure to the waterfront views and create a highly social building circulation encouraging interaction and contact between users while also allowing areas to have more privacy when appropriate to function.

The 3 distinct building masses are staggered which help define both interior and exterior spaces, creates an attractive waterfront elevation, and maximizes views to the southwest. They also minimize the scale of the building, particularly at the entrance, where a more residential scale and character creates an appropriate 'front door' to the neighborhood.

Service uses were placed along the uphill side of the building and given direct outdoor access, but are shielded from view by both the staggered building form as well as a mature Live Oak.

EXTERIOR MATERIALS

Insulated Concrete Forms are being strongly considered for the project. The use of this material will offer unmatched strength and, when paired with an appropriate HVAC system will create a very sustainable, low maintenance, and highly efficient building envelope. Due to the continued escalating cost of masonry products, alternate exterior finishes are being considered. A combination of cement board siding and a synthetic stucco finish are indicated on the building elevations. The design team

will conduct further study of this important element from a cost, maintenance, and aesthetic standpoint. A Kynar finished galvanized standing seam metal roof is being considered for the primary roofing surface. Exterior structural columns will be steel painted with Tnemec coating for durability. Exterior decorative elements such as louvers and handrails, will be prefinished aluminum. Exterior doors will be aluminum. Exterior windows will be aluminum storefront or curtainwall where applicable.

INTERIOR FINISHES

Interior walls will be a combination of CMU and light gauge steel framing with a gypsum wallboard finish. Flooring will be a combination of luxury vinyl tile (LVT), porcelain tile, rubber flooring, wood, and epoxy.

SUSTAINABILITY

The project will be designed for Green Globes Certification, an internationally recognized green building initiative that promotes sustainable design.

FEMA

Although not released yet, draft versions of the updated FEMA flood maps indicate that the building site will be within or next to a BFE (Base Flood Elevation) of 9', and it is currently within a BFE 6'. The new building will recognize the City of Pensacola 3' freeboard requirement to establish minimum floor elevation of 12'. According to County GIS maps, the site has a "Storm Surge Zone" Category 5 impact up to the 8' elevation contour. The design team has planned for a base finish floor elevation of 15' for conditioned spaces and 12' for the boat storage

component. The elevated position will also aid storm water design to route water around the building into a facility retention area.

PARKING

The existing parking lot accommodates approximately 96 spaces including 12 ADA compliant spaces. The minimum number of parking spaces required by the City of Pensacola Land Development Code is 1 space per 300 gross square feet for community centers. See calculation below:

Senior Center: 15,000 gsf

New Community Center: 19,000 gsf

Total: 34,000 gsf x 1/300 gsf = 114 spaces required

It is important to recognize that this number does not account for actual park usage – only the community centers themselves. Moreover, this number is a base minimum and often does not represent a practical functioning number, especially in the case of a popular location and facility. We have referred to the Institute of Transportation Engineers for a more accurate estimate of parking needs for a Community Center. Their estimates match City requirements for an average use Community Center, but for a facility in the 85th percentile, the number of spaces recommended per 1000 sf jumps from 3.3 to 5 equating to 170 spaces recommended. This number, once again, does not recognize the additional load carried by park users themselves.

The design team recognizes that new parking should not

designed for maximum occupancy, and we recognize that any new parking will likely impact trees and impede into existing PARK use areas, so our team has delineated an approach that will minimize the impact on trees and park areas. The proposed design indicates a total parking count of 117 spaces. Once a site survey has been received, additional development of a parking area that minimizes loss of trees will be developed. The project will comply with City of Pensacola tree mitigation requirements for any that are lost. In addition, high value trees will be looked at for preservation. Where feasible, smaller trees may be relocated.

The existing parking lot will be resurfaced with additional landscape islands provided and special paving to indicate areas of high pedestrian use and help calm traffic. Some of the paved area around the existing oak tree that is located in the middle of the parking lot will be replaced with brick pavers or a similar surface to help create a more pedestrian friendly and attractive parking area.

MECHANICAL, PLUMBING, FP SCHEMATIC DESIGN NARRATIVE

H M Yonge & Associates

MECHANICAL

The HVAC system will be a four-pipe system with an air-cooled chiller and a gas-fired boiler. The intent is for the chiller and the boiler to be located outdoors in an equipment yard. The boiler can be moved inside if it is determined that space is available. The estimated chiller size is 60 tons and the estimated boiler size is 500,000 Btuh input.

The main building will be conditioned with three VAV systems. Event Space 1 and Event Space 2 will each be served by single zone VAV air handling units. Due to the intermittent use of these spaces, ventilation will be provided with a demand control scheme with carbon dioxide sensors as a way to reduce overall energy consumption. The remainder of the facility will be served by a multi-zone VAV air handling unit. There will be an estimated 7 zones for this system with VAV boxes and hot water reheat providing the zone temperature control.

The boat storage building will be provided with ventilation only. The bathrooms attached to the building will also include electric heat. The office inside the building will be conditioned by a ductless split system heat pump.

PLUMBING

All plumbing fixtures will be commercial grade fixtures with all flushing fixtures being flush valve type. The estimate water line size entering the building is 2.5" and the estimated sewer line size exiting the building is 4". Hot water will be provided in the main building only. The source of hot water will be a high efficiency gas-fired water

heater. Should hot water be desired in the boat storage building restrooms, a small electric water heater would be recommended.

No provisions are planned for any commercial cooking equipment or plumbing fixtures. Thus, no grease interceptor is anticipated.

FIRE PROTECTION

The main building will be protected with a wet-pipe sprinkler system in compliance with NFPA-13. The estimated line size required to enter the building is 6". The boat storage building will not be protected with a fire sprinkler system.

ELECTRICAL SCHEMATIC DESIGN NARRATIVE

Klocke & Associates

DESIGN REFERENCES

- A. Florida Building Code
- B. National Electric Code (NFPA 70)
- C. National Fire Alarm Code (NFPA 72)
- D. Life Safety Code (NFPA 101)
- E. IESNA Lighting Handbook

POWER SERVICE

1. Gulf Power Companies service in the area of the proposed construction consists of overhead distribution rates 12470/7200 V. Three phase four wire.
2. Service to the new facility underground via a Gulf Power Company pad mounted transformer. The pad mounted transformer will be supplied by an overhead to underground riser pole furnished and installed by Gulf Power Company.
3. Secondary service characteristics will be 120/208V three phase four wire. Power distribution equipment will utilize circuit breaker construction main distribution panel and at critical downstream panelboards.
4. Service, feeders and branch circuits will consist of copper conductors installed in conduit. Conduit systems will be rigid or EMT conduit for runs above the floor slab with PVC conduit installed for runs underground or below floor slabs.

LIGHTING SYSTEMS

1. Interior lighting will primarily use LED sources. Lighting fixture selections will be for compatibility with Architectural/Interior Systems.

2. Exterior lighting will utilize LED sources. Lighting standards and luminaires will be selected to be compatible with the buildings architectural style.
3. Lighting controls will be in compliance with Florida Energy Code requirements. Multiscene dimming and/or switching systems will be provided in event, meeting and fitness spaces.

FIRE ALARM SYSTEM

1. The facility will be classified as a place of assembly with a code occupant count of over 300 people. The Florida Building Code and the Life Safety Code will require that a fire alarm system be installed.
2. The fire alarm system will be a voice evacuation type as required by code.

COMMUNICATIONS SCHEMATIC DESIGN NARRATIVE

Premier Engineering Group

TECHNICAL CRITERIA

Communications systems will be provided based on the current edition of the following guidelines and standards in addition to all Owner standards for communications design and construction:

- ANSI/TIA 568 Commercial Building Telecommunications Cabling Standard
- ANSI/TIA 569 Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA 606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/TIA 607 Commercial Building Grounding/Bonding Requirements
- BICSI Building Industry Consulting Service International
- NFPA 70 National Electrical Code

ABBREVIATIONS

CER - Communications Equipment Room
VOIP - Voice over IP
POE - Power over Ethernet

INCOMING SERVICES

Underground conduits will be run to the property line for incoming data, voice and TV services from outside services providers selected by the Owner. The conduits will terminate in the CER.

COMMUNICATIONS SPACES

The CER will serve as the service entrance facility for incoming services. Horizontal cabling will be fed out of the CER. All network equipment and horizontal patch

panels will be rack mounted in the CER. The CER will also house Audio-Visual systems equipment provided under a separate division of the work.

HORIZONTAL CABLING

Horizontal cabling will be Category 6 unshielded twisted pair. Category 6 cabling will be provided to all communications outlets, one cable per Category 6 jack. Each Category 6 cable will be tested to TIA standards. Horizontal Category 6 cabling will be free routed concealed above ceilings and supported by approved hangers at four feet on center. Where the roof structure is exposed horizontal cabling will be run continuously in EMT conduit. All Category 6 cables will be terminated on Category 6 patch panels in the CER except that the cables to the fire alarm dialer will be direct connected on a 66 block next to the incoming telephone service cable Owner side 66 blocks for direct cross-connecting. All communications outlets and patch panels will be clearly labeled. Horizontal TV cabling will be RG-6 coaxial cable. Surge protection, amplification and taps will be provided. Coaxial cabling will not be provided should the Owner elect to deliver TV content through the data network.

WIRELESS NETWORK

High density high bandwidth wireless data coverage is recommended for the intended building use. Wireless access points should be placed accordingly, with a minimum of one access point in each meeting room and event space, in addition to wireless access points as required for full coverage of offices, corridors, and other common areas building-wide. Each wireless access point

should be wired with two Category 6A cables to provide the full bandwidth available with the IEEE 802.11ac wireless standard second wave and subsequent waves.

SUPPORT FOR AUDIO-VISUAL SYSTEMS

Category 6 cabling will be provided for network connectivity to AV systems. Coaxial RG-6 cabling will be provided for TV connectivity to AV systems.

OTHER SERVICES

1. Provide one Category 6 cable to each mechanical room for HVAC control system network connection.
2. Provide one Category 6 cable to each flat panel display.
3. Provide Category 6 cables for network connection to an intrusion alarm system (if system is provided under separate division of work).
4. Provide one Category 6 cable for network connection to the lighting control system.
5. Provide two Category 6 cables to the fire alarm panel for a dialer (one primary and one spare).
6. Provide Category 6 cables in other locations as directed by the Owner.

DATA NETWORK EQUIPMENT

All data equipment including wireless access points will be Owner provided and configured. Power over Ethernet (POE) data switches will be required to support wireless access point, VOIP telephone and IP security camera connections.

TELEPHONE SYSTEM EQUIPMENT

All telephone system equipment will be Owner provided and configured. The telephone system shall be VOIP based unless otherwise directed by the Owner.

SECURITY CAMERA SYSTEM

IP security cameras will be provided as required to support camera views requested by the Owner. A Category 6 cable will be provided to each security camera.

LANDSCAPE SCHEMATIC DESIGN NARRATIVE

Alan Holt, ASLA

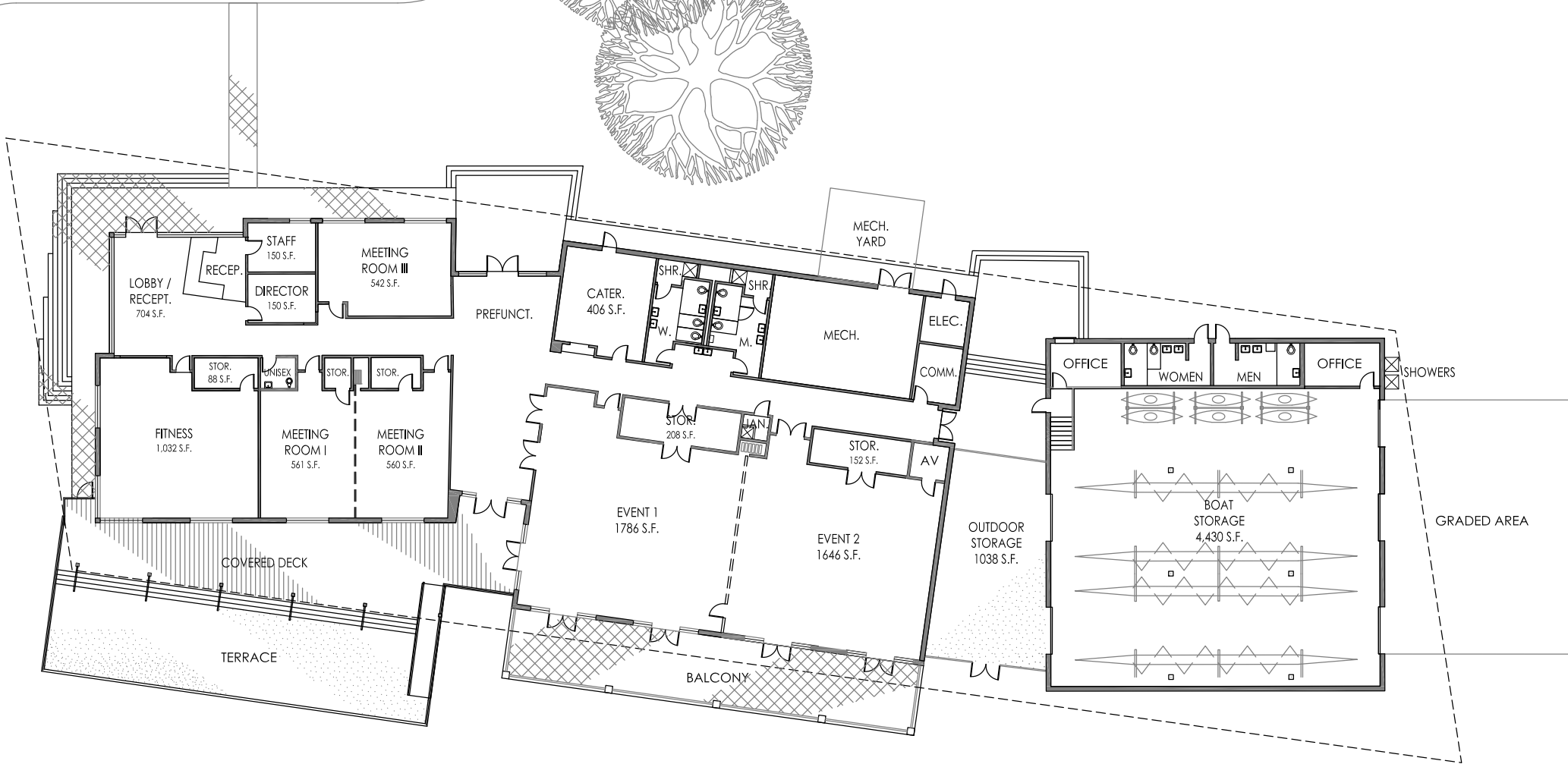
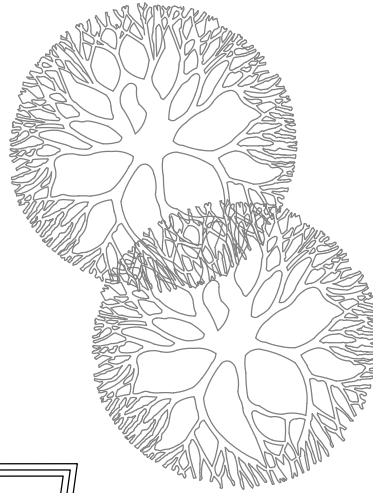
The landscape for the Bayview Community Center will be native and adapted low-maintenance plants, carefully chosen to be safe for children. The landscape will attempt to preserve or transplant existing trees for shade. The landscape will frame and complement the architecture, providing clear lines-of-sight and views of the building.

1. Thorn-less and non-toxic plants will be used throughout the landscape.
2. Plant material will be specified to meet Florida #1 standards and will be warranted for one year after installation.
3. Trees will shade the parking and entrance areas, providing a cooling effect. Shade trees will be specified as 4" Caliper at installation. Evergreen trees will be specified at 8-10' Height.
4. Flowering evergreen shrubs, such as Camellias, will be used where appropriate for foundation plants.
5. A premium sod lawn will be used in the open areas.
6. The irrigation system will be simple and efficient, providing adequate water for the healthy growth of the plants.

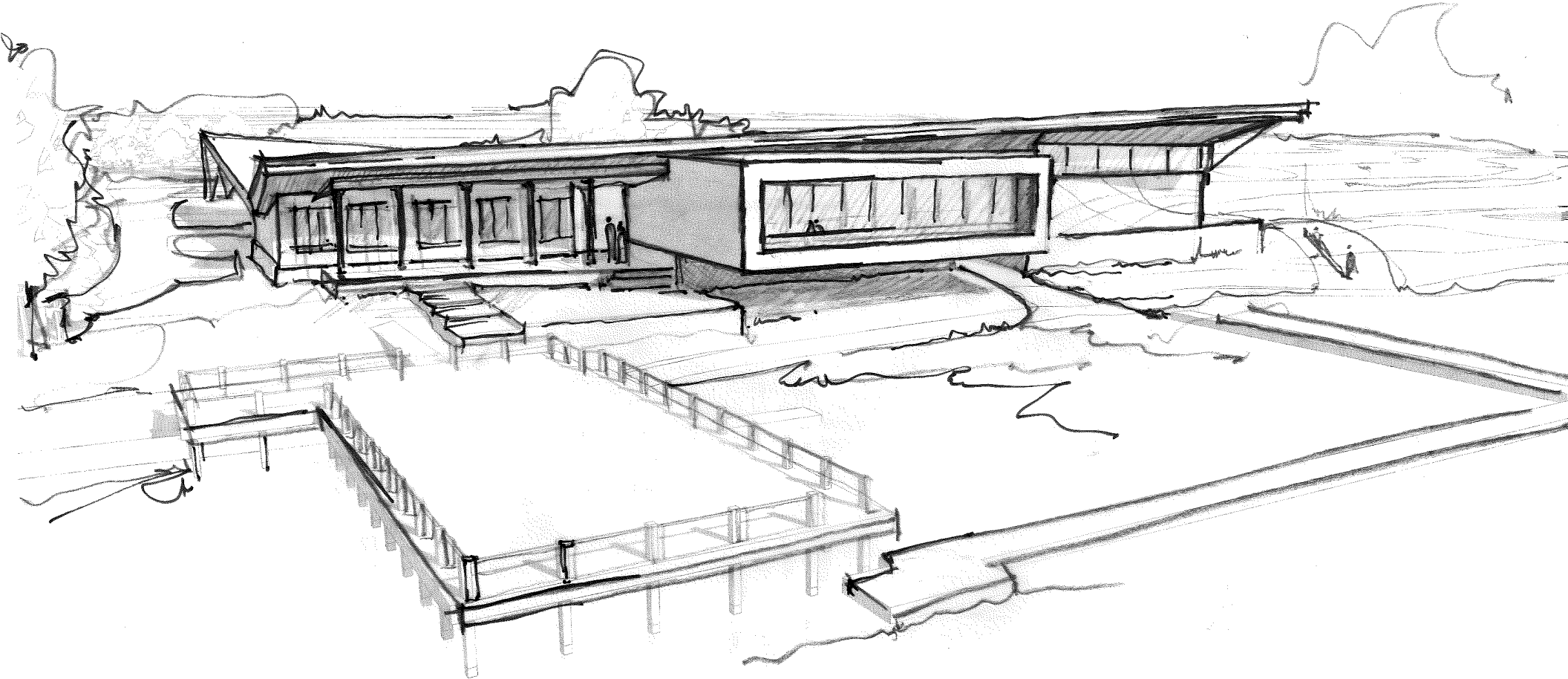
SITE PLAN



FLOOR PLAN



ORIGINAL CONCEPT SKETCH



SKETCH MODELS



WORKING VIEWS



WORKING VIEWS



WORKING VIEWS



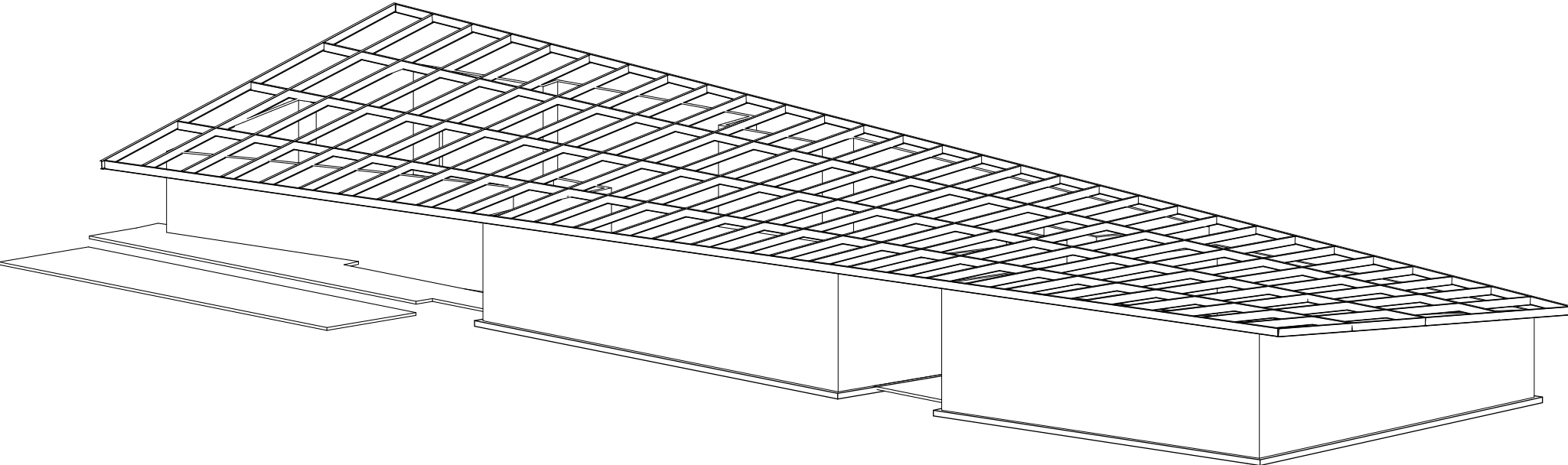
WORKING VIEWS



WORKING VIEWS



STRUCTURAL FRAMING STUDY



RENDERING



RENDERING



BUDGET | COST ESTIMATE

CONSTRUCTION COST	
TOTAL CONSTRUCTION COST	\$6,050,000.00
MISCELLANEOUS COST	
Furniture, Fixtures and Equipment	\$150,000.00
Site Signage	\$50,000.00
A/V System	\$75,000.00
Telecomm/Data Systems	\$50,000.00
Sub-Total Misc Cost	\$325,000.00
SOFT COST	
Basic Service	\$437,586.00
Additive Services	
Public Input Meetings	\$10,000.00
Master Plan	\$15,000.00
Programming	\$35,000.00
Civil Engineer	\$70,000.00
Landscape Architect	\$30,000.00
Survey	\$20,000.00
GeoTech	\$10,000.00
Phase 1 Environmental ESA	\$7,500.00
HazReg, NESHAPS, LBP Survey	\$7,500.00
Interior Design	\$30,000.00
Threshold Inspections	\$40,000.00
Structured Cableing	\$25,000.00
Building Commissioning	\$50,000.00
Sustainable Design Documentation/Consult	\$30,000.00
Sustainable Dashboard-Included above	\$0.00
HVAC Test And Balance	\$15,000.00
Sub-Total Additive Services	\$395,000.00
SUBTOTAL	\$7,207,586.00
MISCELLANEOUS PROJECT COSTS	
Escalation to January 2018	\$576,606.88
Contingency	\$467,051.57
Sub-Total Project Costs	\$1,043,658.45
GRAND TOTAL PROJECT BUDGET	\$8,251,244.45

SCHEDULE

Task Name	Start Date	End Date	Duration
Design	02/08/17	02/17/18	375d
Programming	02/08/17	03/24/17	45d
Reprogramming - 3 Options	03/25/17	05/23/17	60d
Mayor Review and Input	05/24/17	06/07/17	15d
Community Input	05/24/17	06/02/17	10d
Mayor Review and Input	06/03/17	06/09/17	7d
Masterplanning	05/24/17	07/09/17	47d
Schematic Design	06/10/17	07/09/17	30d
Mayor Review and Approval	07/10/17	07/12/17	3d
100% Design Development	07/13/17	10/10/17	90d
Mayor/City Review - NTP Construction Documents	10/11/17	10/25/17	15d
50% Construction Documents	10/26/17	12/14/17	50d
Mayor/City Review	12/15/17	12/29/17	15d
90% Construction Documents	12/30/17	02/07/18	40d
Final City Review	01/24/18	02/07/18	15d
100% Construction Documents	02/08/18	02/17/18	10d
Permitting	10/26/17	03/19/18	145d
NWFWM Permitting	10/26/17	01/23/18	90d
City of Pensacola Permitting	02/18/18	03/19/18	30d
Construction	03/20/18	05/13/19	420d
Advertisement	03/20/18	04/18/18	30d
Bidding and Negotiation	04/19/18	05/18/18	30d
Construction Schedule	05/19/18	05/13/19	360d
Civil Work	05/19/18	07/17/18	60d
Vertical Construction	07/18/18	05/13/19	300d

PROTOTYPE STUDIES - Waller Creek Boathouse

19,000 SF – Boathouse, Event / Rental Space, Café, Offices & Training Center

Austin, Texas



PROTOTYPE STUDIES - University of Kansas

14,000 SF – Boathouse, Locker Rooms, Multi-function Meeting Space, & Kitchen / Catering Room
Lawrence, Kansas



PROTOTYPE STUDIES - Tufts University Boathouse

9,000 SF – Boathouse, Locker Rooms, & Multi-function Space
Medford, Massachusetts



PROTOTYPE STUDIES - Coronado Clubroom & Boathouse

5,000 SF – Community Space & Storage of Non-Motorized Watercraft
Coronado, California



CALDWELL
ASSOCIATES | ARCHITECTS

From: Michael Crawford [<mailto:michael@caldwell-assoc.com>]
Sent: Tuesday, September 19, 2017 4:11 PM
To: Brian Cooper <bcooper@cityofpensacola.com>
Cc: Sarah Sisson <sarah@caldwell-assoc.com>; Miller Caldwell 3 <miller3@caldwell-assoc.com>
Subject: Bayview - Program and Budget Confirmation

Dear Mr. Cooper,

We have provided this outline per your request to help explain and validate the intended uses and budget for the Bayview Community Resource Center. It is our sincere honor to have been selected as your partner for this truly outstanding project. Our passion is community-building architecture, and we have enjoyed working with both City staff and neighborhood residents to help develop a project that will be a recreational, historic, and cultural hub for the neighborhood and City for generations.

Program Confirmation

When the project was awarded to Caldwell Associates Architects in the fall of 2016, a building program had not been developed. Our first step was to work with the City and neighborhood residents to help define what types of uses and spaces to provide within the building. This process involved utilizing survey data from the 2010 Bayview Park Master Plan, the 2016 UWF-authored Parks and Needs Assessment, and community input received from both from the EHNA Facebook page and in a formal Public Input Meeting held March 17, 2017.

Based on this data, a final program was developed that focused on providing uses truly unique to Bayview Park – one of the City of Pensacola's largest and most used parks, and the only one on a protected waterway. Support for these activities occurs nowhere else in City facilities and Bayou Texar is perfectly suited for them. In fact, kayak and paddle board rentals as well as rowing club activities occur already in this park in makeshift facilities that unfortunately are an eyesore in this otherwise beautiful natural area.

Rowing, kayaking, and paddle boarding have seen an exponential growth in popularity over the past 10 years and the forecast growth remains extremely positive. The provision of facilities to support these activities allows the City to remain ahead of the curve at providing its citizens with a variety of ways to enjoy life in Pensacola. In every way, this facility is not only to support Pensacola's current citizenry but as a recruitment tool for families wanting to embrace the high quality of life that Pensacola affords.

In addition to the facilities for water craft rental, the City needed to provide meeting and event spaces since these provide a key income source for future department needs and are highly utilized community assets. Both the City and neighborhood also prioritized having developed outdoor spaces – decks, balconies, or terraces – that allow for passive enjoyment of the waterfront views.

The initial project program developed was close to 28,000 sf, but was reduced after several iterations to the present size of 18,000 sf to remain within budget.

The final program includes the following:

- 3 community meeting rooms
- Large exercise room
- 2 small event spaces for up to 120 people each
- Boathouse for storage of kayaks, paddle boards, and rowing shells
- Catering kitchen
- 3 Staff offices

- Covered drop-off
- Covered outdoor deck and terraces
- Indoor and outdoor access restrooms

The building has approximately 13,000 sf of air-conditioned space and 5,000 sf of non-conditioned for boat storage and rentals. The boat storage and rental space is sized to accommodate rowing shells that are 60 feet long as well as dozens of other smaller water craft including kayaks and paddleboards. The overall size is similar to Sanders Beach Community Center (18,000 sf), and the conditioned space size of 13,000 sf is similar to both the Legion Field Community Center (15,000 sf) and Woodland Heights Community Center (13,500 sf). The Vickery Center is approximately 21,000 sf.

Budget Confirmation

The estimated construction cost to build the project is \$6m. This reflects an estimated cost per square foot of \$335. A recently awarded Fire Station for the City of Pensacola priced at \$315 per square foot for a fairly utilitarian building.

With construction cost estimated at \$6m, and the total project cost at \$8.25m, the remaining of \$2.25m pays for design, engineering, surveys, and testing, as well as equipment, furniture, furnishings and any other items that are not physically part of the building. These project costs, referred to as “soft costs” typically run about 30% of the overall project cost. Design and engineering fees are determined by the State of Florida Department of Management Services fee curve which sets the standard for fees based on similar projects of similar size and complexity.

In response to Hurricane Irma, we anticipate the market to be very volatile at the time that this project will be bidding, and we feel that budgeting \$335 per square foot is appropriate and will provide some budget protection. We have deliberately attempted to be conservative in our estimated construction costs since, if the project were over budget at the time of bidding, the cost and time to redesign would adversely affect the project success and schedule.

This budget will also allow the inclusion of outdoor waterfront spaces, a well-developed landscape plan, demolition of the non-functioning restrooms, improved access to the waterfront, and redesigned parking areas shared by the extremely active Senior Center. For reference, the final cost of Sanders Beach – Corrine Jones Community Center which is similarly sized and also on a waterfront site cost approximately \$275 per square foot – but that project is now 10 years old and construction costs have increased significantly since that time.

In response to the predicted volatility of the market, we have also modified the design by both changing the structure from ICF to steel and have shrunk the building from 19,000 sf to 18,000 sf. These two changes provide and estimated \$600,000 in reduced costs.

Project Status:

The project is currently 20% complete with construction documents. The next submittal will be in October.

We are extremely excited to be your partner in this effort and have been developing the building based on the current project budget of \$8.25m. We hope that we have been helpful in explaining that the building uses are appropriate to the site and location, and that the proposed budget of \$8.25m is appropriate for a building of this size, location, use, and predicted bidding market in the coming months.

Michael W. Crawford, Partner

CALDWELL

ASSOCIATES | ARCHITECTS

116 N. Tarragona Street
Pensacola, FL 32502
(850) 439.3237 phone
(850) 438.6537 fax

e-mail: michael@caldwell-assoc.com - website: caldwell-assoc.com

facebook: www.facebook.com/CaldwellAssociates



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-83

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

RESOLUTION IN SUPPORT OF THE NATIONAL PARK SYSTEM

RECOMMENDATION:

That City Council adopt Resolution No. 17-83:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF THE NATIONAL PARK SERVICE AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICTABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA'S NATIONAL PARK SYSTEM.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The National Parks System plays an integral role in the economy and tourism industry of Florida. In 2016, more than 10 million people visited a National Park in Florida, which added a cumulative benefit of \$949.1 million to the state economy and supported almost 10,000 jobs. The City of Pensacola almost certainly benefits from having the Gulf Islands National Seashore within such close proximity. It is imperative that the national parks, including Gulf Islands National Seashore are preserved and maintained for the continued economic health of the state and the city, but also for environmental as well as ecological benefits that it provides.

In 2016 the National Park Service estimated a deferred maintenance backlog of nearly \$11.3 billion, with Florida experiencing a \$253.7 million dollar backlog and the Gulf Islands National Seashore seeing an approximately \$58 million dollar backlog. Deferred maintenance is work that is not completed at required intervals to ensure acceptable facility conditions. If work is delayed for more than a year, it is typically considered deferred. Examples of repairs are crumbling roads and bridges, unsound buildings, including historic structures, outdated wastewater and electrical systems, neglected military sites, and deteriorating monuments and memorials.

This Resolution provides for the City Council's support of the National Parks System while encouraging

Congress to create a reliable, predictable stream of resources to address deferred maintenance needs within the park system.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 17-83 - Support of National Park System
- 2) State Fact Sheet Florida - Restore America's Parks Initiative
- 3) Gulf Islands NS Deferred Maintenance

PRESENTATION: No

RESOLUTION
NO. 17-83

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF THE NATIONAL PARK SERVICE AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICTABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA'S NATIONAL PARK SYSTEM.

WHEREAS, America's National Park System is a living testament to our citizens' valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service celebrated its centennial and currently manages more than 400 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, Florida is home to nine national park units, including Big Cypress National Preserve, Biscayne National Park, Canaveral National Seashore, Castillo de San Marcos National Monument, De Soto National Memorial, Dry Tortugas National Park, Everglades National Park, Gulf Islands National Seashore and Timucuan Ecological and Historic Preserve; and

WHEREAS, the City of Pensacola is a gateway community to the Gulf Islands National Seashore and benefits from the tourism associated with visitors to the National Seashore; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner as by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2016, the National Park System had more than 331 million visits with 4.77 million being to the Gulf Islands National Seashore in Florida; and

WHEREAS, in 2016, National Park Service estimates indicate that park visitors spent more than \$18.4 billion at the site and in the state and local communities adjacent to national parks; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of nearly \$11.3 billion, \$253.7 million for Florida and approximately \$58 million in deferred maintenance for the Gulf Islands National Seashore, Florida which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That City Council strongly encourages Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.

SECTION 2. 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

Restoring America's National Parks

FLORIDA

Florida enjoys the economic, recreational, and cultural benefits of the National Park System, which includes nine park units in the state.

National park sites in Florida are part of a system that encompasses 84 million acres across the country. Established by Congress in 1916, the National Park Service (NPS) manages and maintains more than 400 nationally significant sites in all 50 states and several territories. National parks are a mosaic of wild landscapes, historic and cultural sites, scenic byways, trails, military parks, and monuments that celebrate and commemorate remarkable people and America's heritage.

Unfortunately, 100 years after its creation, NPS is struggling to maintain many of its facilities. The agency currently faces a deferred maintenance backlog that is estimated to be \$11.3 billion based on FY2016 data.

Why is there Deferred Maintenance?

- Aging infrastructure: many park facilities and systems are 50-70 years old and need updating
- Record visitation—approximately 331 million visitors in 2016—causes wear and tear on resources
- Unreliable funding for deferred maintenance.

What is Deferred Maintenance?

Deferred maintenance is work that is not completed at required intervals to ensure acceptable facility conditions. If work is delayed for more than a year it is typically considered deferred. Examples of repairs include:

- Crumbling roads and bridges
- Unsound buildings, including historic structures
- Outdated wastewater and electrical systems
- Neglected military sites
- Deteriorating monuments and memorials

National Parks in Florida

In 2016, over 10 million visitors enjoyed national parks in Florida. From the Gulf Islands to Dry Tortugas, Florida saw \$653.6 million spent in gateway communities. That spending supported 9,972 jobs and added a cumulative benefit of \$949.1 million to the state economy – money that helps businesses, schools, and families.

Despite the importance of national parks to Florida's economy, they need more than \$253 million in infrastructure repairs. To keep national parks in Florida strong and vibrant, and to capture the benefits they provide to the state, restoration must be a priority.



NPS Deferred Maintenance in Florida - FY2016

Big Cypress National Preserve	\$ 12,462,057
Biscayne National Park	\$ 12,069,391
Canaveral National Seashore	\$ 21,969,164
Castillo de San Marcos National Monument	\$ 7,431,376
De Soto National Memorial	\$ 432,710
Dry Tortugas National Park	\$ 58,828,779
Everglades National Park	\$ 78,190,174
Gulf Islands National Seashore	\$ 58,065,972
Timucuan Ecological and Historic Preserve	\$ 4,251,367
Total	\$253,700,990

Questions? Contact Us.

Alix Miller
alix@on3pr.com

Rebecca Knuffke
rknuffke@pewtrusts.org

Geoffrey Brown
gbrown@pewtrusts.org

Photo (above): NPS photo. Tent camping at Dry Tortugas National Park.

Why Address Deferred Maintenance?

- **Preservation:** We need to ensure care of our nation's historic and cultural resources.
- **Access:** Without working roads and trails, visitors can't enjoy all our park resources.
- **Revenue:** Local communities are dependent on park-generated tourism dollars.
- **Kids:** Maintaining our national parks is a responsibility Congress owes to future generations.
- **Safety:** Aging infrastructure and building code issues need to be addressed so visitors are provided a safe experience.
- **Cost Savings:** Repairing and updating park facilities can provide significant cost savings to tax payers.

Proven Economic Boosters

- Parks are a top travel destination in the U.S.
- There were an estimated 331 million visits to the national parks in 2016.
- In 2016, park visitors spent an estimated \$18.4 billion in nearby communities and a collective \$34.9 billion boost to the national economy. That spending supported 318,000 jobs (2016 data).



Photo (above): Trails in Everglades have more than \$2.7 million in deferred maintenance. (NPS Photo).

From sites that are culturally important to Native American tribes or that honor those who served in our military, to parks that commemorate painful aspects of the Civil War, Japanese internment, or the Civil Rights movement, our National Park System documents our nation's diverse and evolving history.

Congress has a responsibility to ensure the NPS has the resources needed to maintain park infrastructure, so future generations can enjoy and learn from our national treasures.

Solutions

To address deferred maintenance at NPS sites across the country, Congress should:

- Ensure that infrastructure initiatives include provisions to address park maintenance.
- Provide dedicated annual federal funding for national park repairs.
- Enact innovative policy reforms to ensure that deferred maintenance does not escalate.
- Provide more highway funding for NPS maintenance needs.
- Create more opportunities for public-private collaboration and donations to help restore park infrastructure.

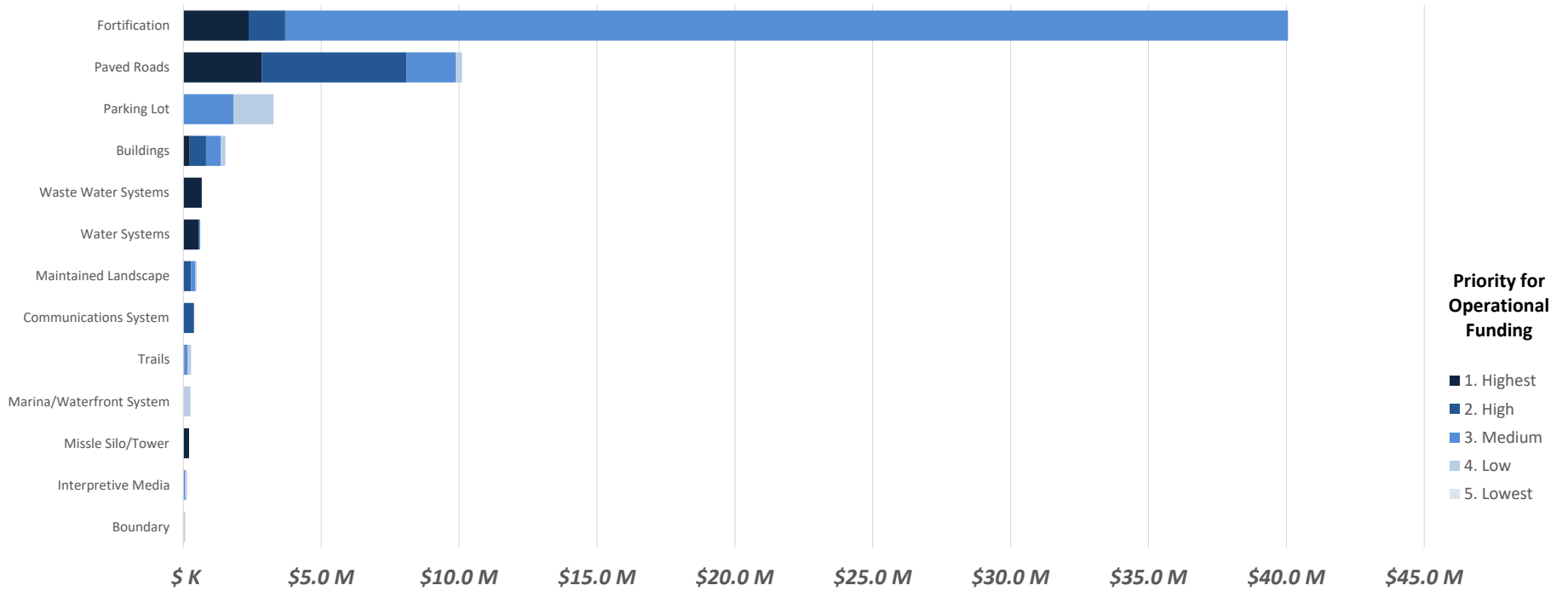
You Can Help

Ask your federal representatives to support dedicated federal funding and an infrastructure proposal that addresses the deferred maintenance needs within the National Park System.

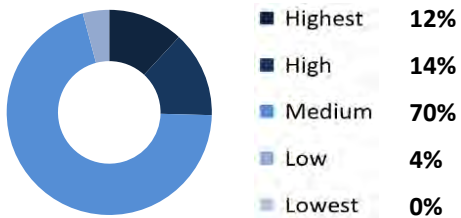
Contact your senators, Marco Rubio and Bill Nelson, at senate.gov. To contact your congressman, visit house.gov and enter your zip code.

Total Deferred Maintenance \$58,065,972

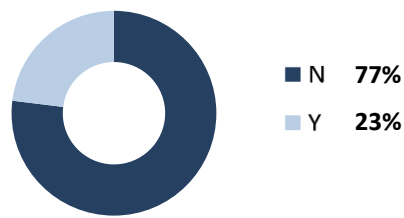
Deferred Maintenance by Asset Category



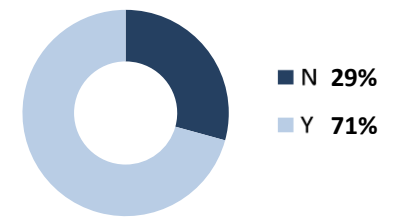
Priority for Operational Funding by \$ Value



Transportation Asset Breakdown by \$ Value



Historic Asset Breakdown by \$ Value



Summary of Deferred Maintenance

Compared to Replacement Value

	<i>Deferred Maintenance</i>	<i>Current Replacement Value</i>
FL	\$58.1M	\$5592.3M
Gulf Islands, FL	\$58.1M	\$5592.3M
Grand Total	\$58.1M	\$5592.3M

(*) - Costs lumped into another unit.
(**) - Costs not documented.
(***) - Costs for park included in another state.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00642

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC) BROWNFIELDS CLEAN-UP SUBGRANT AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to take all actions necessary related to the finalization and execution of West Florida Regional Planning Council's Grant Agreement as a sub-grantee in the amount of \$250,000 to remove hazardous substances and petroleum contaminants at Community Maritime Park. Further, that City Council approve the supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A brownfield site is real property, the expansion, redevelopment or reuse of which may be complicated by the presence of a hazardous substance, pollutant or contaminant. In 2002, the Small Business Liability Relief and Brownfields Revitalization Act was passed to help states and communities around the country clean up and revitalize brownfield sites. Under this law, the United States Environmental Protection Agency provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants.

In 2017, the City applied for West Florida Regional Planning Council's EPA Brownfields Revolving Loan Fund Cleanup Program as a sub-grantee. The City received a sub-grant award letter on October 13, 2017 from WFRPC in the amount of \$250,000 through this program. The award leverages funding from the City's existing \$200,000 EPA Brownfields Clean-up Grant received in 2017 and supplements funding for cleanup activities in City-owned submerged land to the south of Maritime Park. The sub-grant period is through September 30, 2018 with one renewal option not to exceed an additional 12 months. The clean-up site is a 35-acre submerged area of Pensacola Bay that historically housed commercial piers, an industrial repair dry dock for commercial ships, and a railroad freight terminal.

PRIOR ACTION:

October 12, 2017 - City Council authorized the acceptance of the U.S. Environmental Protection Agency Grant Agreement in the amount of \$200,000 to clean up hazardous substances and petroleum contaminants at the Community Maritime Park.

October 12, 2017 - City Council adopted Supplemental Budget Resolution No. 17-69 appropriating \$200,000 from the U.S. Environmental Protection Agency Grant.

FUNDING:

Budget:	\$ 200,000	U.S. Environmental Protection Agency Grant
	40,000	Required City Match (20%)
	<u>250,000</u>	West Florida Regional Planning Council Grant
	<u>\$ 490,000</u>	
Actual:	\$ 486,800	Contractual Services (Estimate)
	<u>3,200</u>	Miscellaneous
	<u>\$ 490,000</u>	

FINANCIAL IMPACT:

City Council appropriated \$200,000 on October 12, 2017 for the U.S. Environmental Protection Agency Grant. Approval of the supplemental budget resolution will appropriate the \$250,000 West Florida Regional Planning Council Grant funds.

CITY ATTORNEY REVIEW: Yes

11/21/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) WFRPC Brownfields RLF Award Letter dated October 13, 2017
- 2) EPA Assistance Amendment to WFRPC September 13, 2017
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

PRESENTATION: No



Kurvin Qualls, Chair
Kasey Cuchens, Vice-Chair

Austin L. Mount, Executive Director

October 13, 2017

Mr. Keith Wilkins
Assistant City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mr. Keith Wilkins:

On behalf of the West Florida Regional Planning Council (WFRPC), I am pleased to notify you of this subgrant award to the City of Pensacola (Grantee) in the amount of \$ 250,000 from the US Environmental Protection Agency (USEPA) through our 2008 Brownfields Revolving Loan Fund (RLF) Grant (Cooperative Agreement No. BF 95406508).

These funds are intended to be awarded in accordance with the forthcoming subgrant agreement between the WFRPC and the City of Pensacola (Grantee) to supplement cleanup activities at the Maritime Park Marina site located on the 300 block of West Main Street in Pensacola, Escambia County, Florida. WFRPC understands that these funds will facilitate cleanup activities related to hazardous (creosote) contamination at the site including work associated with labor, materials, environmental oversight, and excavation activities.

Please note, the WFRPC received approval from EPA on September 13, 2017 to extend the RLF grant program time period ending date from 9/30/2017 to 9/30/2018. Consequently, the EPA "Notice of Award, Revision No. 5" including cooperative agreement "Terms and Conditions" is attached to this notification letter.

We are pleased to be working with you on this project. If you have any questions or concerns, please do not hesitate to contact WFRPC Brownfields Coordinator Katie Wilhelm at (850) 332-7976 Ext 280 or katie.wilhelm@wfrpc.org.

Sincerely,

Jennifer Laurent
WFRPC Planning Manager
jennifer.laurent@wfrpc.org

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 95406508 MODIFICATION NUMBER: 5 PROGRAM CODE: BF	DATE OF AWARD 09/13/2017	
			TYPE OF ACTION No Cost Amendment		MAILING DATE 09/13/2017
			PAYMENT METHOD: ACH		ACH# 40147
			RECIPIENT TYPE: Special District		Send Payment Request to: Las Vegas Finance Center
RECIPIENT: West FL Regional Planning Council 4081 E. Olive Road, Suite A Pensacola, FL 32514 EIN: 59-0500582			PAYEE: West FL Regional Planning Council 4081 E. Olive Road, Suite A Pensacola, FL 32514		
PROJECT MANAGER Kate Daniel 4081 E. Olive Road, Suite A Pensacola, FL 32514 E-Mail: kate.daniel@wfrpc.org Phone: 850.332.7976		EPA PROJECT OFFICER Derek Street 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: street.derek@epa.gov Phone: 404-562-4300		EPA GRANT SPECIALIST Sharonita Johnson Grants & Audit Management Office E-Mail: johnson.sharonita@epa.gov Phone: 404-562-8311	
PROJECT TITLE AND EXPLANATION OF CHANGES Brownfields Assessment and Cleanup Cooperative Agreements This action approves a time extension of the budget/project period end date from 09/30/17 to 09/30/18 to provide the West Florida Regional Planning Council additional time to achieve the goals in their work plan.					
BUDGET PERIOD 07/01/2008 - 09/30/2018		PROJECT PERIOD 07/01/2008 - 09/30/2018		TOTAL BUDGET PERIOD COST \$1,458,000.00	
			TOTAL PROJECT PERIOD COST \$1,458,000.00		
NOTICE OF AWARD					
Based on your Application dated 05/27/2008 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,215,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4 Resource Conservation and Recovery Act Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Sharonita Johnson -				DATE 09/13/2017	

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$124,600
2. Fringe Benefits	\$0
3. Travel	\$25,000
4. Equipment	\$0
5. Supplies	\$16,000
6. Contractual	\$115,000
7. Construction	\$0
8. Other	\$1,177,400
9. Total Direct Charges	\$1,458,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 16.67 % Federal 83.33 %.)	\$1,458,000
12. Total Approved Assistance Amount	\$1,215,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,215,000

Administrative Conditions

The following Administrative conditions have been revised :

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>. The applicable terms and conditions below are in addition to the general terms and conditions noted above:

1. ANNUAL FFR (INTERIM) PURSUANT TO 2 CFR 200.327

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days following the anniversary of the award date. The form is available on the internet at: <http://www2.epa.gov/financial/forms>.

The following reporting period end dates shall be used for interim annual reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final FFR to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: <http://www2.epa.gov/financial/forms>. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov.

2. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000,

including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the DBE Coordinator with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:
R4epagrantsmbewbreporting@epa.gov
cc: johnson.sharonita@epa.gov
Attn: Sharonita Johnson

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance

agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** as follows:

Combined MBE/WBE (DBE):
Includes Construction, Equipment, Services and Supplies 10%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local

and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

The Following Programmatic Conditions Have Been Updated and all Other Programmatic Conditions Remain the Same:

Revolving Loan Fund (RLF) Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization Grants awarded under CERCLA § 104(k) and those that chose to transition to § 104(k), or those agreements

which have been amended after 12/24/14. They do not apply to pre-FY 2003 grants subject to § 104(d).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR).

2. In implementing this agreement, the CAR shall comply with and require that work done by borrowers and subrecipients with cooperative agreement funds comply with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR will ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR will ensure cleanups are protective of human health and the environment.

3. The CAR must consider whether it is required to have borrowers or subrecipients conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subrecipients to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer on each loan or subaward to ensure the proposed cleanup is protective of human health and environment.

II. SITE/BORROWER/SUBRECIPIENT ELIGIBILITY

A. Brownfields Site Eligibility

1. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA § 107 and/or has defenses to liability.

2. If the site is excluded from the general definition of a brownfield site, but is eligible for a FY17 RLF Terms and Conditions property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

3. For any petroleum-contaminated brownfields site, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which documents that:

- a. a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum sites in the State;
- b. the State determines there is “no viable responsible party” for the site;
- c. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
- d. the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Office for additional information.

Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion to reach each determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

4. If the State chooses not to make the determinations described in 3.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

5. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in “3” above.

B. Borrower and Subrecipient Eligibility

1. The CAR may only provide cleanup subawards to an eligible entity or nonprofit organization to clean up sites *owned* by the eligible entity or nonprofit organization at the time of the subawards. Eligible subrecipients include eligible entities as defined under CERCLA § 104(k)(1) and nonprofit organizations as defined in Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999, Public Law 106-107. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subawards.

2. The subrecipient must retain ownership of the site throughout the period of performance of the subaward. For the purposes of this agreement, the term “owns” means fee simple title unless EPA headquarters approves a different ownership arrangement.

3. The CAR may not provide a subaward to itself or another component of its own unit of government or organization.

4. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principal. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 30 percent, provided that the total amount of the principal forgiven for that loan shall not exceed \$200,000. Eligible entities include those identified in CERCLA § 104(k)(1) and nonprofit organizations as defined at Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999.

Private, for-profit entities are not eligible for discounted loans.

5. The CAR shall not loan or subaward funds that will be used to pay for cleanup activities at a site for which a loan recipient (borrower) or subrecipient is potentially liable under CERCLA § 107. The CAR may rely on its own investigation which can include an opinion from the subrecipient’s or borrower’s counsel. However, the CAR must advise the borrower or subrecipient that the investigation and/or opinion of the subrecipient’s or borrower’s counsel is not binding on the Federal Government.

6. For approved eligible petroleum-contaminated brownfields sites, the person cleaning up the site must be a person who is not potentially liable for cleaning up the site. For brownfields grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum-product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.

7. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subrecipients.

8. A borrower or subrecipient must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subaward. The CAR, in consultation with the EPA, must consider this history in its analysis of the borrower or subrecipient as a cleanup and business risk.

9. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subrecipient.

C. Obligations for CARs, Borrowers, or Subrecipients Asserting a Limitation on Liability from CERCLA § 107

1. CARs, borrowers, or subrecipients who are eligible, or seek to become eligible, to receive a loan or subaward based on a liability protection from CERCLA as a: (1) bona fide prospective purchaser (BFPP), (2) contiguous property owner (CPO), or (3) innocent landowner (ILO) (known as the “landowner liability protections”), must meet certain threshold criteria and satisfy certain continuing obligations to maintain their status as an eligible grant recipient, borrower, or subrecipient. These include, but are not limited to the following:

a. All CARs, borrowers, or subrecipients asserting a BFPP, CPO or ILO limitation on liability must perform (or have already performed) "all appropriate inquiry," as found in section 101(35) (B) of CERCLA, on or before the date of acquisition of the property.

b. CARs, borrowers, or subrecipients seeking to qualify as bona fide prospective purchasers or contiguous property owners must not be potentially liable, or affiliated with any other person that is potentially liable for response costs at the facility through:

(a) any direct or indirect familial relationship; or

(b) any contractual, corporate, or financial relationships; or

(c) a reorganized business entity that was potentially liable or otherwise liable under CERCLA § 107(a) as a prior owner or operator, or generator or transporter of hazardous substances to the facility.

c. Landowners must meet certain continuing obligations in order to achieve and maintain status as a landowner protected from CERCLA liability. These continuing obligations include:

i. complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;

ii. taking reasonable steps to stop any continuing hazardous substance releases, prevent any threatened future release, and prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance;

iii. providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration;

iv. complying with information requests and administrative subpoenas (applies to bona fide prospective purchasers and contiguous property owners); and

v. complying with legally required notices (again, applies to bona fide prospective purchasers and contiguous property owners) [see CERCLA § § 101(40) (B)-(H), 107(q)(1)(A), 101(35) (A)-(B)].

d. CERCLA requires additional obligations to maintain liability protection. These obligations are found at §§ 101 (35), 101(40), 107(b), 107(q) and 107(r).

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of an RLF agreement is five years, unless otherwise extended by EPA at the CAR's request.

2. If after 2 years from the date of award, EPA determines that the recipient has not made sufficient progress in implementing its cooperative agreement the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339. for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339 if EPA determines that the insufficient progress was not the fault of the CAR. Sufficient progress is indicated by the CAR having made loan(s) and/or subaward(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, the development of one or more potential loans/subawards, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

a. Substantial involvement by the EPA generally includes administrative activities by the Project Officer such as: monitoring; reviewing and approving of procedures for borrower and subrecipient selection; review of project phases; and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a loan, subaward, or contract with a particular entity.

b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in II.A.2. The CAR may also request technical assistance from EPA to determine if sites qualify as brownfields sites and to determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition does not allow a CAR or loan recipient to use cooperative agreement funds to clean up a site if the CAR, borrower or subrecipient is potentially liable under §107 of CERCLA for that site.

c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.

d. Substantial EPA involvement may include the review of the substantive terms of RLF loans and cleanup subawards.

e. EPA may waive any of the provisions in term and condition III.B.1, with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with EPA and the State.

c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Parts 200 and 1500.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for establishing an RLF team that will implement the program and assign a Program Manager for coordinating the team's activities as outlined below.

2. The CAR must appoint a Qualified Environmental Professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.

3. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subaward program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager must be consistent with 2 CFR Parts 200 and 1500 and [EPA's Subaward Policy](#).

4. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel must review all loan/subaward agreements prior to execution unless EPA's Project Officer waives this requirement.

5. The CAR is responsible for ensuring that borrowers and subaward recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subaward recipients are consistent with the terms and conditions of this agreement.

6. If the CAR makes any subawards under this agreement, then they become a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR's quarterly performance

reporting:

- a. Summaries of results of reviews of financial and programmatic reports.
- b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- c. Environmental results the subrecipient achieved.
- d. Summaries of audit findings and related pass-through entity management decisions.
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338 Remedies for Noncompliance](#).

7. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. Quarterly progress report must include:
 - a. Summary of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - b. An update on project schedules and milestones.
 - c. A list of the loans and/or subawards during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); cost share updates; program income generated and used; and total remaining funds.
2. For the loans executed by the CAR under this agreement, the CAR must also report on the following items as part of the CAR's quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports.
 - b. Environmental results achieved by the borrower
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds (direct EPA funding, program income) disbursed by the CAR to clean up specific properties under this cooperative agreement.
4. In accordance with [2 CFR 200.328\(d\)\(1\)](#) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., loan signed, cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment

Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Community Outreach

The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.

2. Limited English Proficiency Communities

To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

G. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the cooperative agreement. This final report must capture the site names, what work was done at each site and how much funding was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized. See Section VII for more details on final report and closeout.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA § 104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

B. Eligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

1. To the extent allowable under the EPA approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to capitalize the RLF and conduct cleanups.

a. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers or subrecipients at brownfields sites.

b. At least 50% of the funds EPA awards directly to the CAR and the associated cost share must be used by the CAR to provide loans for the cleanup of eligible brownfields sites and for eligible programmatic costs for managing the RLF. Up to 50% in direct EPA funding and associated cost share may be used for subawards to clean up eligible brownfield sites under the RLF and for eligible programmatic costs for managing subaward(s). (Note: cleanup subawards are limited to \$200,000 per site). (Note: The CAR may request a waiver to the 50% cap on subaward funds. Please consult with your Regional Project Officer for the waiver process.)

c. To determine whether a cleanup subaward is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(B)(c):

i. The extent the subaward will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;

- ii. The extent the subaward will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
- iii. The extent the subaward will facilitate the use or reuse of existing infrastructure; and
- iv. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

2. The CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subawards for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include direct costs for:

- a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that a RLF cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Limited site characterization including confirming the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.
- d. Preparing an Analysis of Brownfields Cleanup Alternatives (ABCA) which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
- e. Ensuring that public participation requirements are met. This includes preparing a community relations plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- f. Establishing an administrative record for each site.
- g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR 1500.11. The specific requirement for a QAPP is outlined in U.S. EPA Order 53601.1, April 1984, as amended on May 5, 2000.
- h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subrecipients activities to ensure compliance with applicable federal and state environmental requirements.
- i. Ensuring that the site is secure if a borrower or subrecipient is unable or unwilling to complete a brownfields cleanup.
- j. Using a portion of a loan or subaward to purchase environmental insurance for the site. The loan or subaward may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section IV.C.
- k. Any other eligible programmatic costs including costs incurred by the recipient in making and managing a loan; obtaining financial management services; quarterly reporting to EPA; awarding and managing subawards; and carrying out outreach pertaining to the loan and subaward program to potential borrowers and subrecipients.

I. Subrecipient progress reporting to the CAR is an eligible programmatic cost.

3. No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls) as described in Task ___ of the EPA approved workplan. The CAR must maintain records on funds that will be used to carry out Task ___ of its EPA approved workplan to ensure that no more than 10% of its funds are used for brownfield program development and implementation (including monitoring of health and institutional controls).

4. If the CAR makes a subaward to a local government that includes an amount (not to exceed 10% of the subaward) for brownfields program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subrecipient maintains records adequate to ensure compliance with the limits on the amount of subaward funds that may be expended for this purpose.

C. Ineligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subrecipient for any of the following activities:

- a. Environmental assessment activities, including Phase I and Phase II Environmental Site Assessments.
- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
- c. Construction, demolition, and site redevelopment activities that are not integral to the cleanup actions.
- d. Addressing public or private drinking water supplies that have deteriorated through ordinary use.
- e. Job training unrelated to performing a specific cleanup at a site covered by a loan or subaward.

f. To pay for a penalty or fine.

g. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority.

h. To pay for a response cost at a brownfields site for which the CAR or recipient of the subaward or loan is potentially liable under CERCLA § 107.

i. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup.

j. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Parts 200 and 1500.

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR and subrecipients under 2 CFR 200 Subpart E.

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirement for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for cooperative agreement and subaward administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR or subrecipient is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the grant are eligible.

b. Ineligible cooperative agreement or subaward administration costs include direct costs for:

i. Preparation of applications for Brownfields grants and subawards;

ii. Record retention required under 2 CFR Parts 200.333-337 and 1500.6;

iii. Record-keeping associated with equipment purchases required under 2 CFR 200.313;

iv. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308 and 2 CFR 1500.8;

v. Maintaining and operating financial management systems required under 2 CFR 200.302;

vi. Preparing payment requests and handling payments under 2 CFR 200.305

vii. Non-federal audits required under 2 CFR 200 Subpart F; and

viii. Close out under 2 CFR 200.343.

Borrowers are subject to the CERCLA § 104(k)(4)(B) administrative cost prohibition requirements. The CAR must ensure that loan agreements prohibit borrowers and subrecipients from using loans financed with cooperative agreement funds for administrative costs.

c. Prohibited administrative costs for the borrower (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs.

d. Direct costs for loan administration are ineligible even if the borrower is required to carry out the activity under the loan agreement. Ineligible loan administration costs include expenses for:

i. Preparation of applications for loans and loan agreements;

ii. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;

iii. Maintaining and operating financial management and personnel systems;

iv. Preparing payment requests and handling payments; and

v. Audits.

e. Overhead costs by the borrower that do not directly clean up brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in loans include expenses for:

i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel);

ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and

iii. Supplies and equipment not used directly for cleanup at the site.

Costs incurred by the borrower for procurement are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls. Direct costs by the borrower for progress reporting to the lender are eligible programmatic costs.

4. Cooperative agreement funds may not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

D. Use of Program Income – During the Performance Period

1. In accordance with 2 CFR 200.307 and 2 CFR 1500.7, during the performance period of the

cooperative agreement the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement unless otherwise specified (e.g. Section IV.B.1.b. regarding use of 50% of the funds for loans and managing the RLF). Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

2. In accordance with 2 CFR 1500.7(c), to continue the mission of the Brownfields Revolving Loan fund, recipients may use cooperative agreement funding prior to using program income funds generated by the revolving loan fund.

3. In accordance with Section 104(d)(3)(D), when a CAR transitions to a 104(k) cooperative agreement, any program income (e.g. fees, interest or principal repayments) generated prior to transition will be added to the 104(k) agreement and must be used in a manner consistent with Section 104(k)(3) and with the terms and conditions, contained herein.

4. The CAR may use program income, as defined above, to meet its cost-share. The CAR shall not use repayments of principal of loans to meet the CAR's cost-share requirement. Repayments of principal must be returned to the CAR's Brownfields cleanup revolving fund.

5. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with OMB cost principles at 2 CFR Part 200, Subpart E when charging costs against program income. For any cost determined by the EPA to have been an ineligible or unallowable use of program income, the recipient shall reimburse the RLF or refunded to EPA as directed by the EPA in its disallowance determination. EPA will notify the recipient of the time period allowed for reimbursement or refund.

6. Loans or subawards made with a combination of program income and direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subawards made with direct funding from EPA in combination with non-federal sources of funds are also subject to the same terms and conditions of this agreement.

7. The CAR must obtain EPA approval of the substantive terms of loans and subawards made entirely with program income unless this requirement is waived by EPA's Project Officer.

E. Interest-Bearing Accounts

1. The CAR must deposit advances of cooperative agreement funds (as described in Section VII.A, Methods of Disbursement) and program income (as defined earlier) in an interest bearing account.

2. Interest earned on advances - CARs and subrecipients are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

3. Interest earned on program income is considered additional program income.

F. Closeout Agreement and Use of Post Cooperative Agreement Program Income

As provided at 2 CFR 200.307(f) and 2 CFR 1500.7(c) after the end of the award period, the CAR may keep and use program income at the end of the cooperative agreement (retained program income) and use program income earned after the award period (post-closeout program income) in accordance with the following closeout agreement unless the CAR and EPA's Award Official agree to modify the terms.

1. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

2. CAR must deposit program income into an interest bearing account. Interest earned on program income is considered additional program income.

3. CARs shall use program income to continue to operate the revolving loan fund or for some other brownfield purpose as outlined in the terms of this closeout agreement.

4. In accordance with 2 CFR 200.333(e), the CAR shall maintain appropriate records to document compliance with the requirements of the closeout agreement (i.e., records relating to the use of accrued and post-award program income). EPA may request access to these records to verify that retained and

post-closeout program income has been used in accordance with the terms and conditions of this closeout agreement.

5. EPA prefers the primary use of retained and post-closeout program income be for providing loans for Brownfields cleanups. In addition to Brownfields cleanup loans, program income may be used to fund the following Brownfields activities:

a. Cleanup Subawards to eligible entities and nonprofit organizations for allowable activities as described in the terms of the CA.

b. Phase I Environmental Site Assessments at Brownfield sites performed in accordance with EPA All Appropriate Inquiries Final Rule or ASTM E1527-13 (or the most current version),

c. Phase II Environmental Site Assessments and cleanup planning activities at Brownfield sites,

d. Area-wide planning for the assessment, cleanup and re-use of Brownfields sites, and

e. Programmatic costs to manage and oversee the work being performed.

6. The CAR must ensure that program income is used on a property that is a Brownfield site as defined at CERCLA 101(39) and in accordance with section IV, C.4. Ineligible uses of the funds for the CAR, borrower, and/or subrecipients, unless otherwise noted as an eligible use of post closeout program income in the terms and conditions.

7. All assessment and cleanup work funded with program income must continue to be performed in accordance with state environmental rules and regulations and be protective of human health and the environment. If the CAR chooses not to have borrowers or subrecipients conduct assessments or cleanups through State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed assessment/cleanup is protective of human health and the environment.

8. All brownfield sites that will be using the program income must be located within jurisdiction of the CAR as described in the scope of work for this agreement.

9. Retained and post-closeout program income shall not be used for site inventory work.

10. When possible, CAR may continue to perform community involvement activities to solicit input from local communities, these outreach activities may take place with potential environmental justice communities, communities with a health risk related to exposure to hazardous waste or other public health concerns, economically disadvantaged or remote areas, regarding the need for site specific assessments, loans and subawards.

11. Program income may not be used to assess or cleanup a site at which the CAR, the borrower, or the subrecipient is potentially liable under CERCLA 107 unless they qualify for a limitation or defense to liability under CERCLA. The CAR and borrower or subrecipient must make and retain a certification to that effect as part of the records for this closeout agreement. If asserting a limitation or defense to liability, the borrower or subrecipient must state the basis for that assertion. When using program income for petroleum-contaminated brownfields sites, the CAR, borrower or subrecipient shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site and retain a certification to that effect as part of the records for this closeout agreement. The CAR may consult with EPA for assistance with this matter.

12. The CAR shall submit Annual Reports for the first 5 years following the effective date of this closeout agreement, and thereafter, the CAR shall submit a report once every five years until there is no program income. The effective date of the closeout agreement is defined as the day after the cooperative agreement is closed. The annual reports/five-year report(s) shall include the following information:

a. A cover page indicating the CAR's organization, cooperative agreement number, annual report number (i.e., 1, 2 or 3), dates for the reporting period, persons/organizations preparing and submitting the report, and the date of the report submission.

b. A summary of the activities conducted during the reporting period, a list of reports and documents generated during the reporting period, and a budget summary table reflecting the expenses incurred and program income received.

c. Site data consistent with information requested in current Property Profile Forms as required by the Section III.E., Property Profile Submission, of the CA or a list of sites created and/or updated in the ACRES database.

13. The CAR must maintain adequate accounting records for how retained and post-closeout program income is managed and spent as well as all other appropriate records and documents related to the activities conducted using retained and post-closeout program income.

14. Termination of this closeout agreement occurs when no program income remains to be disbursed and all loans have been repaid the recipient decides to discontinue carrying out the activities described in

Section IV.F.3 and requests termination of the closeout agreement.

a. No remaining program income or future loan repayments. The CAR shall notify EPA's Award Official in writing when this occurs and certify that all funds have been expended in accordance with the terms and conditions of this closeout agreement. The notification must provide a final report regarding the relevant cooperative agreement information in the format specified in Section 10 of this closeout agreement. The Agency has 90 days from receipt of this notification to submit any objections to the termination of this closeout agreement. If the Agency does not object within that time period, then this closeout agreement will terminate with no further action.

b. Discontinuance of the closeout agreement. The CAR shall notify EPA's Award Official and Project Officer in writing that it has decided to discontinue performing the closeout agreement. The notification must provide a final report with the relevant cooperative agreement information in the format specified in Section 10. of this closeout agreement. The CAR must account for and return all program income to EPA in accordance with instructions provided by the EPA's Award Official or Grants Management Officer. CARs must also describe the status and amounts of principal and interest payments that will take place after the closeout agreement is terminated. Unless waived by the Award Official or Grants Management Officer, the CAR must remit to EPA on a quarterly basis program income earned after the closeout agreement has been terminated.

15. All records and documents relating to performing the close out agreement must be retained for a period of three (3) years following termination or discontinuation of this closeout agreement. Records and documents relating solely to performing the cooperative agreement prior to close out may be disposed of in accordance with 2 CFR 200.333.

16. EPA's Award Official or Grants Management Officer and the CAR must agree to any modifications to this closeout agreement. Agreed-upon modifications must be in writing. Oral or unilateral modifications shall not be effective or binding.

17. If the CAR expends retained program income in a manner inconsistent with this closeout agreement, the Agency may take actions authorized under 2 CFR Part 200, Remedies for Noncompliance.

18. If any provisions of this closeout agreement are invalidated by a court of law, the parties shall remain bound to comply with the provisions of this closeout agreement that have not been invalidated.

19. No other Federal requirements apply to the use of program income under the terms of this closeout agreement.

V. RLF ENVIRONMENTAL REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives (ABCA) which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act (NHPA) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Community Relations and Public Involvement in RLF Cleanup Activities

1. All RLF loan and subaward cleanup activities require a site-specific community relations plan that

includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site.

2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

- a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

- b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection. The administrative records must be retained for three years after the termination of the closeout agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subaward agreement shall contain terms and conditions, subject to any required approvals by the state or tribal regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.

2. If the borrower or subrecipient is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the administrative record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subaward Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet long-term brownfield cleanup lending/subawarding objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements; and, lending/subawarding practices that can include loan/subaward processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.

2. The CAR shall not incur costs under this cooperative agreement for loans, subawards or other eligible costs until an RLF cooperative agreement workplan. The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual loans/subawards and lending/subawarding practices. These activities shall include, but not be limited to the following:

- a. Considering awarding subawards on a competitive basis. If the CAR decides not to award any subawards competitively, it must document the basis for that decision and inform EPA's Project Officer in the first quarterly performance report. The CAR must inform EPA's Project Officer if the CAR subsequently decides to award subawards competitively in the quarterly performance report immediately

following the decision.

b. Establishing appropriate project selection criteria consistent with federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.

c. Establishing threshold eligibility requirements whereby only eligible borrowers or subrecipients receive RLF financing.

d. Developing a formal protocol for potential borrowers or subrecipients to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subrecipient to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subrecipients for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.

e. Requiring that borrowers or subrecipients submit information describing the borrower's or subrecipient's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subaward recipient as a cleanup and business risk.

f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.

g. Establishing standardized procedures for the disbursement of funds to the borrower or subrecipient.

B. Inclusion of Additional Terms and Conditions in RLF Loan and Subaward Documents

1. The CAR shall ensure that the borrower or subrecipient meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subawards:

a. Borrowers or subrecipients shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable Federal and State laws and regulations. See Section I.A.2. and Section II.

b. Borrowers or subrecipients shall ensure that the cleanup protects human health and the environment.

c. Borrowers or subrecipients shall document how funds are used. If a loan or subaward includes cleanup of a petroleum-contaminated brownfield site(s), the CAR shall include a term and condition requiring that the borrower or subrecipient maintain separate records for costs incurred at that site(s).

d. Borrowers or subrecipients shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with RLF funds unless one of the conditions described at [2 CFR 200.333](#) is present. Borrowers or subrecipients shall obtain written approval from the CAR prior to disposing of records. CARs shall also require that the borrower or subrecipient provide access to records relating to loans and subawards supported with RLF funds to authorized representatives of the federal government.

e. Borrowers or subrecipients shall certify that they are not currently, nor have they been, subject to any penalties resulting from environmental non-compliance at the site subject to the loan or subaward.

f. Borrowers or subrecipients shall certify that they are not potentially liable under § 107 of CERCLA for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subrecipient must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfields sites, borrowers or subrecipients shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. The CAR may consult with EPA for assistance with this matter.

g. Borrowers or subrecipients shall conduct cleanup activities as required by the CAR.

h. Subrecipients shall comply with applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subaward funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.

i. A term and condition or other legally binding provision shall be included in all loans and subawards

entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that borrowers and subrecipients comply with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Parts 200 and 1500.

j. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA cooperative agreement funds. For more detailed information on complying with Davis-Bacon, please see the Davis- Bacon Addendum to these terms and conditions. (*EPA Project Officer to attach appropriate Davis-Bacon term and condition to this particular cooperative agreement.*)

k. Federal cross-cutting requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for: (1) documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and (2) securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards and loans that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward or loan to a recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient or borrower.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: "payment" is the EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into a loan agreement with the borrower or subrecipient; "disbursement" is the transfer of funds from the CAR to the borrower, subrecipient. The CAR may also disburse funds to a contractor or to pay an allowable cost (e.g. personnel compensation) as provided in [2 CFR 200.305\(b\)\(1\)](#). "Close out" refers to the process that the EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed, and, to establish a closeout agreement to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower by means of 'actual expense' or 'schedule.' If

the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's incurred costs.

a. An 'actual expense' disbursement approach requires the borrower to submit documentation of the borrower's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.

b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subrecipients on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subrecipient's payment of costs incurred in carrying out the loan/subaward. In unusual circumstances, disbursement may occur upon execution of the loan or subaward. The CAR shall submit documentation of disbursement schedules to EPA.

c. If the disbursement schedule of the loan/subaward agreement calls for disbursement of the entire amount of the loan/subaward upon execution, the CAR shall demonstrate to the EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subaward. Further, the CAR shall include an appropriate provision in the loan/subaward agreement which ensures that the borrower/recipient uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.

d. Subaward funds must be disbursed to the subrecipient in accordance with 2 CFR 200.305, as applicable.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:

a. Final payment of funds from EPA to the CAR following the end date for the cooperative agreement or prior to the end date when the CAR has disbursed all of the EPA funding of the funds awarded; and

b. Completion of all cleanup activities funded completely or in part by direct EPA funding from the amount of the award.

2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities funded by the amount of the award are complete.

3. The CAR must follow Section IV. F - Closeout Agreement and Use of Post Cooperative Agreement Program Income for any retained and future program income generated after closeout. Eligible uses include continuing to operate an RLF for brownfields cleanup and/or other brownfields activities as identified in Section IV. F 3.

C. Compliance with Closeout Schedule

If a CAR fails to comply with the closeout schedule, any funds attributable to the cooperative agreement including retained program income not obligated under loan agreement to a borrower or subrecipient may be subject to federal recovery.,

D. Final Requirements

1. The CAR, within 90 days after the end date of the period or performance or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement or 2 CFR Part 200.

a. The CAR must submit the following documentation:

1. The Final Report as described in III.G.

2. A Final Federal Financial Report (FFR - SF425). Submitted to:
US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg. C, Rm 503
Las Vegas, NV 89119
<https://www.epa.gov/financial/grants>

3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile

Forms are submitted to the Region.

E. Recovery of RLF Assets

1. In case of termination for cause or convenience, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under Remedies for Noncompliance at 2 CFR 200.338 through 200.342 and CERCLA § 104(k) when the Agency determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the Agency's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms and conditions apply:

a. The CAR shall:

- i. document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;
- ii. maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and
- iii. ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k), CERCLA 104(g) and applicable federal and state laws and will protect human health and the environment.

b. Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower or subrecipient (See Section on Methods of Disbursement). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the assistance agreement as required by 2 CFR 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR 200.305.

c. To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:

- i. the recipient may not retain the funds;
- ii. the recipient does not have access to the escrow funds on demand;
- iii. the funds remain in escrow unless there is a default of a guaranteed loan;

iv. the organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and

v. there must be an agreement with financial institutions participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfields site in exchange for access to funds held in escrow in the event of a default by the borrower or subrecipient.

d. Federal Obligation to the Loan Guarantee Program

i. Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subrecipient.

e. Repayment of Guaranteed Loans

i. Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to the EPA based on disposition instructions provided by EPA's Project Officer. Alternatively, the CAR may, with EPA approval, 1) guarantee additional loans under the terms and conditions of the agreement or,

2) amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfields related activities authorized by the terms of the cooperative agreement or, if applicable, a close out agreement.

**RESOLUTION
NO. 17-82**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND		
As Reads	Federal Grants	2,004,847
To:		
Reads	Federal Grants	2,254,847
As Reads	Federal Grants	3,505,827
To:		
Reads	Federal Grants	3,755,827

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

DECEMBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - WFRPC GRANT - RES NO. 17-82

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	250,000	Increase estimated revenue for Federal Grants
Total Revenues	<u>250,000</u>	
Appropriations		
Capital Outlay	<u>250,000</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>250,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-82

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-82 - WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC) BROWNFIELDS CLEAN-UP SUBGRANT AGREEMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-82.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A brownfield site is real property, the expansion, redevelopment or reuse of which may be complicated by the presence of a hazardous substance, pollutant or contaminant. In 2002, the Small Business Liability Relief and Brownfields Revitalization Act was passed to help states and communities around the country clean up and revitalize brownfield sites. Under this law, the United States Environmental Protection Agency provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants.

In 2017, the City applied for West Florida Regional Planning Council's EPA Brownfields Revolving Loan Fund Cleanup Program as a sub-grantee. The City received a sub-grant award letter on October 13, 2017 from WFRPC in the amount of \$250,000 through this program. The award leverages funding from the City's existing \$200,000 EPA Brownfields Clean-up Grant received in 2017 and supplements funding for cleanup activities in City-owned submerged land to the south of Maritime Park. The sub-grant period is through September 30, 2018 with one renewal option not to exceed an additional 12 months. The clean-up site is a 35-acre submerged area of Pensacola Bay that historically housed commercial piers, an industrial repair dry dock for commercial ships, and a railroad freight terminal.

PRIOR ACTION:

October 12, 2017 - City Council authorized the acceptance of the U.S. Environmental Protection Agency Grant Agreement in the amount of \$200,000 to clean up hazardous substances and petroleum contaminants at the Community Maritime Park.

October 12, 2017 - City Council adopted Supplemental Budget Resolution No. 17-69 appropriating \$200,000 from the U.S. Environmental Protection Agency Grant.

FUNDING:

Budget:	\$ 200,000	U.S. Environmental Protection Agency Grant
	40,000	Required City Match (20%)
	<u>250,000</u>	West Florida Regional Planning Council Grant
	<u>\$ 490,000</u>	
Actual:	\$ 486,800	Contractual Services (Estimate)
	<u>3,200</u>	Miscellaneous
	<u>\$ 490,000</u>	

FINANCIAL IMPACT:

City Council appropriated \$200,000 on October 12, 2017 for the U.S. Environmental Protection Agency Grant. Approval of the supplemental budget resolution will appropriate the \$250,000 West Florida Regional Planning Council Grant funds.

CITY ATTORNEY REVIEW: Yes

11/21/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-82
- 2) Supplemental Budget Explanation No. 17-82

PRESENTATION: No

**RESOLUTION
NO. 17-82**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND		
As Reads	Federal Grants	2,004,847
To:		
Reads	Federal Grants	2,254,847
As Reads	Federal Grants	3,505,827
To:		
Reads	Federal Grants	3,755,827

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

DECEMBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - WFRPC GRANT - RES NO. 17-82

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	250,000	Increase estimated revenue for Federal Grants
Total Revenues	<u>250,000</u>	
Appropriations		
Capital Outlay	<u>250,000</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>250,000</u>	



Memorandum

File #: 17-00651

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

ESTABLISHMENT OF THE AUDIT COMMITTEE TO CONDUCT THE AUDITOR SELECTION PROCESS

RECOMMENDATION:

That City Council be established as the Audit Committee to select an auditor to conduct the annual financial statement audit as required in Section 218.391, Florida Statutes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The contract with the City's current independent auditing firm, Mauldin & Jenkins, LLC expires upon the completion of the Fiscal Year 2017 annual audit. Section 218.391, Florida Statutes outlines the process that must be used when selecting an auditor to conduct the annual financial statement audit. The first step in this process is to establish the Audit Committee.

The composition of the Audit Committee is not specified in the statute, but non-mandatory guidance is available in the *Auditor Selection Guidelines 2007* prepared by the Auditor Selection Task Force established by the State of Florida Auditor General. The *Auditor Selection Guidelines 2007* contains a Government Finance Officers Association (GFOA) recommendation that all members of the audit committee be members of the governing body. This guidance was followed in 2013 when City Council established itself as the Audit Committee when the auditing services contract was awarded to Mauldin & Jenkins, LLC.

PRIOR ACTION:

March 28, 2013 - City Council approved establishing City Council as the Audit Committee to conduct the auditor selection process.

March 28, 2013 - City Council approved engaging the independent consultant, Robert R. Garner of GCSC (Government Consulting Services Company) to provide professional guidance to City Council in the auditor selection process.

June 13, 2013 - City Council approved the Audit Committee recommendation of Mauldin & Jenkins, LLC to conduct the annual financial statement audit.

June 13, 2013 - City Council approved the terms in the letter of engagement, awarded a contract for professional auditing services to the accounting firm of Mauldin & Jenkins and authorized the President of the City Council to approve the letter of engagement and execute the contract.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

12/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Section 218.391, Florida Statutes
- 2) Auditor Selection Guidelines 2007

PRESENTATION: No

Select Year:

The 2017 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The

governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32.

Auditor Selection Guidelines

2007

Prepared by the Auditor Selection Task Force

Acknowledgements

The primary contributors to these guidelines were the members of the Auditor Selection Task Force as follows:

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Representing the Auditor General

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A special thank you goes to Stephen Gauthier, Director of the Technical Services Center of the Government Finance Officers Association, who provided updated information related to the GFOA publications related to auditor selection.

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Auditor Selection Law

Section 218.391, Florida Statutes, establishes required procedures for the selection of auditors to perform the annual financial audits required by Section 218.39, Florida Statutes. This section of law was amended by Chapter 2005-32, Laws of Florida, effective July 1, 2005, to specify a consistent auditor selection process for all counties, municipalities, special districts, district school boards, charter schools, and charter career technical centers. Section 218.391, Florida Statutes, as amended, is included as Appendix A to these guidelines.

Chapter 2005-32, Laws of Florida, implemented recommendations made by the Auditor Selection Task Force established by the Auditor General for the purpose of providing recommendations to the Legislature for improvements in the auditor selection requirements. A basic premise of the Task Force Report, as stated in the report, was that the use of an adequate auditor procurement process helps ensure selection of a qualified auditor and satisfactory audit effort (i.e., audit effort sufficient to detect significant noncompliance, control deficiencies, or a lack of reasonable and necessary business practices).

The Task Force included representatives of the Florida Institute of Certified Public Accountants, Florida Government Finance Officers Association, Florida Association of Counties, Florida Association of Court Clerks and Controller, Florida League of Cities, Florida Association of Special Districts, Florida School Finance Officers Association, and Florida Association of Public Purchasing Officers. Also included were a staff member of the Legislative Auditing Committee and individuals representing charter schools and citizens.

The auditor selection law, as amended by Chapter 2005-32, Laws of Florida, establishes an auditor selection process that requires the use of an audit committee, a request for proposal (RFP) for the solicitation of the necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm. The Task Force recommendations, as well as the resulting legislation, were based on the concept of establishing minimal mandatory legal requirements, with additional non-mandatory detailed guidance to be promulgated by the Auditor General or professional associations in the following areas:

- Use of audit committees
- Composition of audit committees
- Use and elements of an RFP for audit services
- Use and elements of audit services contracts

The purpose of this document, which was prepared by the Task Force, is to provide additional non-mandatory guidance in the selection of auditors for performing the annual financial audit required by Section 218.39, Florida Statutes. Additional auditor selection topics are addressed in Appendix B to these guidelines, Questions and Answers. Appendix C provides a listing of resources used to prepare the guidelines.

Audit Committee Composition and Size

Legal Requirements

Section 218.391, Florida Statutes, requires that the governing body of each charter county, municipality, special district, district school board, charter school, and charter technical career center establish an audit committee. The composition of the audit committee is not specified, except that the composition for a noncharter county, at a minimum, must include each of the county officers elected pursuant to s. 1(d), Art. VIII, of the State Constitution, or a designee, and one member of the board of county commissioners or its designee.

Non-mandatory Guidance

While, as indicated above, the composition of an audit committee is not specified in the law (other than the required members for noncharter counties), the effectiveness of an audit committee in performing its assigned duties is certainly dependent on the qualifications and skills of its members and the relationship of the members to the governing body.

In its *Recommended Practice –Audit Committees (1997, 2002, and 2006)*, the GFOA made the following recommendations on the composition of audit committees:

- *Ideally, all members of the committee should possess or obtain a basic understanding of governmental financial reporting and auditing. The audit committee also should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose. Such a financial expert should through both education and experience, and in a manner specifically relevant to the government sector, possess 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; 4) experience with internal accounting controls; and 5) an understanding of audit committee functions.*

The *AICPA Toolkit* suggests that at least one member of the audit committee should have financial experience and provides guidance as to attributes that comprise financial experience, including an understanding of relevant accounting principles and auditing standards; experience in preparing, auditing, analyzing, or evaluating financial statements; an understanding of internal controls and procedures for financial reporting; an understanding of audit committee functions; and a general understanding of the government environment. The AICPA also suggests some alternative approaches to acquiring financial experience on the audit committee, including obtaining assistance from other government organizations or audit committees; engaging an independent financial professional; or providing a training program for audit committee members.

- *All members of the audit committee should be members of the governing body. To ensure the committee's independence and effectiveness, no governing body member who exercises managerial responsibilities that fall within the scope of the audit should serve as a member of the audit committee.*

This recommended practice suggests that the actual audit committee membership be composed of the governing board or a subset of the governing board. Under this approach, it is likely that the entity will need to engage an outside party to obtain the needed experience in governmental financial reporting and auditing. Additionally, the audit committee could be provided an orientation on the duties and responsibilities of the committee, including such topics as objectives of internal control, accounting, auditing and financial reporting to assist in making sound judgments.

- *An audit committee should have sufficient members for meaningful discussion and deliberation, but not so many as to impede its efficient operation. As a general rule, the minimum membership of the committee should be no fewer than three.*

Another factor that could affect the size of the audit committee, particularly in small communities, is the availability of individuals who possess both the skills desired of an audit committee member and the willingness to make the commitment to perform effectively as a member. It is important that the entity not compromise these factors, as well as independence considerations, in establishing the size of the audit committee.

- *Members of the audit committee should be educated regarding both the role of the audit committee and their personal responsibility as members, including their duty to exercise an appropriate degree of professional skepticism.*

This recommended practice suggests that training with regard to the audit committee function should be provided to the committee members. This is particularly critical where the committee members are governing board members who may not possess the needed experience in governmental financial reporting and auditing. At a minimum, such training might include making members familiar with these guidelines and the publications referenced herein.

Small Government Considerations

Smaller entities may experience difficulty in obtaining the necessary experience in governmental financial reporting and auditing from a source that is independent from financial management of the entity. Qualified persons willing to provide such experience may simply not be available within the community. In such instances, the small entity might consider consulting with larger entities in the area to identify employees or consultants of those entities who might be willing to work with their audit committee. Should the small entity opt to not establish an audit committee composed of governing board members, the small entity could seek to use the audit committee of the larger entity as their audit committee. While it would not be appropriate to simply engage an audit firm because it was

selected by another entity, the other entity's audit committee could conduct the auditor selection process on behalf of the small entity. Regardless of the method used to provide an audit committee function, ultimate responsibility for the selection of the auditor rests with the governing body.

Audit Committee Responsibilities

Legal Requirements

The primary purpose of the audit committee, as contemplated in Section 218.391, Florida Statutes, is to assist in the selection of an auditor to conduct the annual financial audit required by Section 218.39, Florida Statutes; however, Section 218.391(2), Florida Statutes, provides that the audit committee may serve other audit oversight purposes as determined by the entity's governing body. Additionally, the law provides that the public may not be excluded from the audit committee's proceedings.

Section 218.391(3), Florida Statutes, establishes the duties of the audit committee to include:

- Establishment of factors to be used for the evaluation of audit services to be provided by the audit firm.
- Public announcement of an RFP.
- Provision of interested firms with the RFP.
- Evaluation of proposals provided by qualified firms.
- Ranking and recommendation in order of preference of no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three firms respond to the RFP, the committee shall recommend such firms as it deems to be the most highly qualified.

Non-mandatory Guidance

Establishment of the Audit Committee. Prior to the enactment of Chapter 2005-32, Laws of Florida, entities subject to the annual audit requirement were required to establish auditor selection committees. As described above, Chapter 2005-32, Laws of Florida, expanded the previous auditor selection committee to an audit committee that may be used for purposes other than auditor selection, as determined by the governing body.

The Government Finance Officers Association (GFOA) Recommended Practice, *Audit Committees (1997, 2002, and 2006)*, describes the audit committee as "... a practical means for a governing body to provide much needed independent review and oversight of the government's financial reporting processes, internal controls, and independent auditors." The GFOA's concept of an audit committee clearly encompasses functions beyond the selection of the auditor in stating "An audit committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. By effectively carrying out its functions and responsibilities, an audit committee helps to ensure that management properly develops and adheres to a sound system of internal controls, that procedures are in effect to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the government's financial reporting practices."

The GFOA recommended procedure advises that the audit committee be formally established by charter, enabling resolution, or other appropriate means. In addition to addressing the composition of the audit committee (see the previous section, Audit Committee Composition and Size), the formal means can be used to establish the responsibilities of the audit

committee and avoid subsequent confusion or conflict over the authority of the audit committee.

Should the audit committee be assigned responsibilities suggested by the GFOA that are in addition to the statutorily prescribed auditor selection function, the GFOA recommends that the audit committee be made directly responsible for the appointment, compensation, retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services. GFOA further recommends that, under such circumstances, the audit committee be established in such a manner that all accountants thus engaged report directly to the audit committee. If the audit committee is assigned oversight responsibilities with respect to the independent audit and the establishment of internal controls and adequate management processes, the GFOA Recommended Practice, *Audit Committees (1997, 2002, and 2006)* should be consulted for additional guidance.

Audit Committee Responsibilities. The American Institute of Certified Public Accountants (AICPA) has recently established an Audit Committee Effectiveness Center (www.aicpa.org/audcommctr/homepage.htm) that addresses many of the responsibilities that might be performed by an audit committee and presents “the guidance and tools to make audit committee best practices actionable.” The Center includes, among other resources, an *AICPA Audit Committee Toolkit: Government Organizations* that is available on the web site or by purchase in book form from the AICPA. The Toolkit provides guidance in establishing and staffing an audit committee, as well as accomplishing the objectives of the audit committee. An “Audit Committee Charter Matrix,” included in the *AICPA Toolkit*, suggests steps to be taken to accomplish the objectives, deliverables to be provided, and frequency or due dates for the various steps. The *AICPA Toolkit* also includes guidelines for conducting an audit committee self-evaluation.

The *GFOA Handbook* indicates that the scope of the audit committee’s responsibilities should be established by formal action of the governing body and the audit committee should be directly responsible for all aspects of audit management. The GFOA publication, *Governmental Accounting, Auditing, and Financial Reporting (GFOA Blue Book)*, states: The audit committee’s primary responsibility should be to oversee the financial reporting and disclosure process, including all aspects of the independent audit, from the selection of the auditor to the resolution of audit findings. The audit committee should have access to the reports of any internal auditors, as well as access to any annual internal audit work plans. The audit committee should present to the governing board and management an annual written report of how the committee has discharged its duties and met its responsibilities.” With respect to auditor selection, the *GFOA Handbook* states that the audit committee should perform the following functions in addition to those required by law:

- Plan the procurement process
- Determine the appropriate scope of the audit
- Prepare the RFP

Planning the procurement process would involve planning and coordinating the auditor solicitation process including performance of the specific functions indicated in Section 218.391(3), Florida Statutes.

As previously indicated, Section 218.391, Florida Statutes, requires the establishment of an audit committee by each entity required to procure an annual financial audit pursuant to Section 218.39, Florida Statutes. The law authorizes, but does not require, use of the audit committee for other purposes. Audit committee responsibilities recommended by the *GFOA Handbook*, which are in addition to the statutorily prescribed auditor selection responsibility, include:

- Monitoring the audit

The *GFOA Handbook* indicates that concerns of interest to the audit committee during the audit would include whether the audit is progressing on schedule and whether potential problems are identified and immediately corrected, if appropriate. Potential problems might include difficulties in gathering information or contacting key personnel, discovery of instances or indications of irregularities or illegal acts that require immediate attention, and circumstances that could result in less than an unqualified opinion. Monitoring can be accomplished through periodic progress reports or meetings.

- Review of the financial statements prior to completion of the audit

The *GFOA Handbook* recommends that this review place special emphasis on changes that have occurred since the issuance of the previous period's financial statements and on amounts in the financial statements that involve the use of estimates or judgment.

- Review of the results of the audit

The *GFOA Handbook* recommends that the audit committee review each of the auditor's reports to gain a thorough understanding of problems identified by the auditor and provide the background needed to address resolution of the problems. In view of the emphasis placed on management letters in Florida law and the Rules of the Auditor General, the audit committee review should encompass the management letters required to be submitted as a part of the audit report. For the audit committee to effectively review the results of the audit, the results must be communicated in a manner that assures a thorough understanding by the audit committee members. In lieu of relying solely on the delivery of a written audit report, this might be accomplished at a meeting in which audit committee members have an opportunity to ask questions of the auditors. This could be done either in addition to, or in conjunction with, a public meeting of the entity's governing board at which governing board members would also have an opportunity to question the auditors. If the findings are presented at a governing board meeting, consideration should be given to a meeting convened solely or predominantly for this purpose to assure that the findings are adequately communicated.

- Evaluating management’s proposed corrective action plans

Specified entities are required by Auditor General Rule 10.558(1) to provide the Auditor General with responses to all audit findings included in their annual financial audits. The responses are required to include corrective action to be taken to resolve each finding.

- Monitoring corrective action taken

The *GFOA Handbook* points out that while it is management’s responsibility to implement corrective action related to audit findings, the audit committee should be responsible for monitoring management’s implementation. The *GFOA Handbook* suggests that governing bodies may wish to consider requiring management to answer to the governing body for any failure to implement corrective action plans in a timely manner and to the satisfaction of the audit committee. In monitoring implementation of corrective actions, the Audit Committee should consider and evaluate any management disagreement with auditor recommendations or concerns as to the costliness of implementation.

- Evaluating auditor performance

The *GFOA Handbook* views auditor evaluation as the first step of the subsequent year’s audit procurement or, if audit procurement is not scheduled for the subsequent year, a process for identifying and recommending needed improvements in the auditor’s performance. The *GFOA Handbook* recommends that the audit committee meet with management to discuss matters pertaining to the auditor’s performance including: ability to meet deadlines; compliance with other provisions of the audit contract; competence and cooperativeness of the audit staff; and thoroughness and reasonableness of audit adjustments, findings, and recommendations. The *AICPA Toolkit* includes a questionnaire that can be used to evaluate the independent auditor. The questionnaire includes questions for audit committee members, key government executives, and the independent auditor.

In performing these responsibilities, the Audit Committee may determine a need for audit procedures that are in addition to the minimum procedures necessary to issue an opinion on financial statements. Such information would be useful in preparing future requests for proposals.

Communications with the Audit Committee. To the extent that the audit committee has responsibilities beyond the auditor selection responsibility, effective communication between the auditors and the audit committee is necessary. The AICPA establishes generally accepted auditing standards to which auditors of entities in Florida are subject, together with *Government Auditing Standards* promulgated by the Comptroller General of the United States. Generally accepted auditing standards require that auditors communicate certain matters with persons having responsibility for oversight of the financial reporting process and define the recipient of such communications as the audit committee (AU para. 380.01,

AICPA Codification of Statements on Auditing Standards). Matters required to be communicated to the audit committee include:

- the auditor's responsibility under generally accepted auditing standards
- significant accounting policies and implementation
- management judgments and accounting estimates
- audit adjustments that could, either individually or collectively, have a significant effect on the entity's financial statements
- judgments about the quality of the government's accounting principles
- other information included with financial statements
- disagreements with management
- consultation with other accountants
- major issues discussed with management prior to retention of the audit firm
- difficulties encountered in performing the audit

Additionally, generally accepted auditing standards require that the auditor communicate with the audit committee regarding internal control-related matters (AU Section 325, AICPA Codification of Statements on Auditing Standards) and illegal acts (AU Section 317, AICPA Codification of Statements on Auditing Standards).

Government Auditing Standards (para. 4.07) provide that information such as potential restrictions of the auditor's reports, such as inclusion of any material that is classified for security purposes or not releasable to particular parties or the public for other valid reasons, be communicated and that written communication is preferred. The auditor's communication of information to the audit committee will assist the audit committee in reviewing the financial statements and monitoring the audit.

The *AICPA Toolkit* describes, and provides an example of, an Issues Report from Management, that can be used to document any significant issues, judgments, and estimates that may have a material impact on the financial statements, for discussion with the audit committee. The *AICPA Toolkit* also provides further guidance and examples regarding the types of information the auditors are required to communicate to the audit committee.

Small Government Considerations

While smaller entities may lack the resources to expand the use of the audit committee to accommodate all or many of the non-mandatory functions described above, all entities, regardless of size, are required to use the committee for auditor selection. The entities are encouraged to use the audit committees for the other functions to the extent available in their particular circumstances. Additional discussion regarding the establishment of audit committees by small governments is included in the Audit Committee Composition and Size section.

Audit Proposal Evaluation Factors

Legal Requirements

Section 218.391(3)(a), Florida Statutes, requires that the audit committee establish the factors to be used for the evaluation of audit services to be provided and that such factors include, but not be limited to, ability of personnel, experience, ability to furnish the requested services, and such other factors as may be determined by the committee to be applicable to the particular requirements. Section 218.391(3)(d), Florida Statutes, prohibits the use of compensation as the sole or predominant factor for evaluating proposals.

Non-mandatory Guidance

Consistent with Florida law, the *GFOA Recommended Practice – Audit Procurement (1996 and 2002)* states: “The audit procurement process should be structured so that the principal factor in the selection of an independent auditor is the auditor’s ability to perform a quality audit. In no case should price be allowed to serve as the sole criterion for selection of an independent auditor.”

Audit Firm Qualifications. While Florida law prescribes minimal audit firm qualifications that must be considered, the *GFOA Handbook* describes an evaluation process that includes both criteria that must be met in order to qualify for a more detailed review and a method for rating the technical qualifications of proposers. The criteria listed by the GFOA include:

- Meeting applicable independence criteria.
- License to practice as a CPA in the state.
- Receipt of adequate continuing professional education by key personnel.
- Completion of a quality control review within the past three years.
- A history of performing quality audits.

The *GFOA Handbook* considers these to be criteria, the absence of which cannot be compensated by other credentials.

Technical Qualifications. The *GFOA Handbook* establishes two categories for technical qualifications of proposers: (1) expertise (ability) and experience, and (2) audit approach. Ability and experience qualifications include:

- Past experience and performance on comparable government engagements.
- Quality of the professional personnel to be assigned to the engagement and quality of the firm’s management support personnel to be available for technical consultation.
- Experience with specific state and Federal grant programs.
- Information technology ability

Audit approach qualifications include:

- Approach to documentation and review of the comprehensive framework of internal control.
- Adequacy of proposed staffing plan (hours and level) for the various segments of the engagement.
- Adequacy of sampling techniques.
- Adequacy of analytical procedures.

The *GFOA Handbook* points out that technical qualifications should be tailored to meet each government's unique environment and specific audit requirements and cites as an example a government that sponsors its own pension plan for employees, which might require actuarial expertise.

The *GFOA Handbook* recommends assignments of ranges of point values to each criterion to aid in the evaluation of the technical qualifications of proposers. The use of ranges of point values allows the entity to reflect the relative importance of the qualifications for that government and engagement and allows the evaluator the flexibility to reflect qualitative differences in the qualifications presented in the proposals.

Use and Elements of Request for Proposal

Legal Requirements

As indicated previously, Section 218.391(3)(c), Florida Statutes, requires that the audit committee provide interested audit firms with an RFP. The RFP is required to include information on how proposals are to be evaluated and such other information as the committee determines is necessary for the firm to prepare a proposal.

Non-mandatory Guidance

The *GFOA Blue Book* describes the purpose of the RFP as follows: “A sound RFP should obtain from proposers all information needed to evaluate their technical qualifications to perform the audit. The RFP also should provide proposers with a detailed description of the government, its specific audit needs, and the government’s audit procurement process.”

Public Announcement for Audit Services. As previously indicated, Section 218.391(3), Florida Statutes, provides that the audit committee’s duties shall include public announcement of an RFP and provision of interested firms with the RFP. To achieve the benefits of a competitive selection process, it is critical that there be sufficient responses by qualified audit firms to the RFP to assure an opportunity for competition. The *GFOA Handbook* states that a well-planned solicitation effort is needed to identify a sufficient number of qualified audit firms. This can be accomplished in a variety of ways and the law does not mandate any specific method. The method selected should provide sufficient time for the potential responders to prepare an appropriate response. The *GFOA Handbook* identifies several methods of identifying qualified audit firms, including advertisement in local newspapers, notice in a publication of the state society of certified public accountants, inquiries of other entities in the same region, and direct mailing to audit firms. In Florida, all local government audit reports are required to be filed with the Auditor General who maintains a database of audit reports received, including the names of the audit firms that conducted the audits. To promote competition, the method of noticing the RFP should be designed to reach as many potential providers of audit services as possible. For example, if the entity opts to advertise in a newspaper, the newspaper selected should have adequate coverage to assure an opportunity for a sufficient number of responses.

Elements of the Request for Proposal. The *GFOA Handbook* includes a list of 24 information elements that should be considered in designing an RFP for audit services. These elements generally either provide information to the prospective proposers regarding the RFP evaluation process or assure that adequate information is provided by the proposers to allow for an informed decision by the entity. The RFP might not include all of these elements, but they should be considered and those elements considered to be appropriate for the given circumstances should be incorporated into the RFP. The elements listed in the *GFOA Handbook*, supplemented by additional guidance found in the *AICPA Toolkit*, consist of:

1. *How proposals will be evaluated.*

The RFP should clearly state the factors upon which the selection will be based and could provide:

- a. The relative weights of the evaluation factors, particularly with respect to qualifications and price, when price is considered as one of the evaluation factors.
- b. A statement that price will not be the sole or predominant factor to assure that highly qualified firms will receive appropriate consideration and to discourage the submission of proposals with unrealistically low prices by less qualified firms.
- c. Auditor qualifications that are mandatory for all proposers.
- d. Particular qualifications that will be considered most favorably (e.g., experience with particular grant programs).

2. *Procedures to be followed in the proposal process.*

The prospective proposers who will be incurring the cost of preparing and presenting a proposal will need specific information as to how to respond to the RFP. Such information might include:

- a. The appropriate format to use in making the proposal.
- b. Identification of a contact person.
- c. Whether there will be a proposal conference or on-site inspections.
- d. Information regarding the submission of prices.
- e. Other aspects of the proposal process, including submission deadlines, consideration of late proposals, and notification of results.

3. *Brief description of the government and its accounting systems and financial reporting structures.*

Prospective proposers require information that will provide a basis for determining the type and amount of resources that will be needed to perform the audit. This information might include:

- a. General description of the government.
- b. Organizational chart and key personnel.
- c. Size of the government (e.g., geographic area, number of employees, total budget or payroll).
- d. Reference to documented policies and procedures.
- e. Fund structure and basis of accounting.
- f. Involvement in Federal and state assistance programs.
- g. Description of pension plans.
- h. Information regarding component units and joint ventures.
- i. Magnitude of financial operations.

- j. Scope of electronic data processing operations including types of computers in use (e.g., mainframes and personal computers), networking, software vendors, and major applications).
- k. Existence, size, and scope of the internal audit function.
- l. Contact person for access to prior audit information.

The *AICPA Toolkit* also includes guidelines for describing the government organization, which include, in addition to the items listed above:

- a. Year of incorporation
- b. Charter date
- c. Form of government
- d. Term length and term limits for elected officials
- e. Composition of governing body
- f. Composition of audit committee
- g. Activities and services provided by the government to its citizenry
- h. Component units and joint ventures

4. *Known weaknesses in the government's internal control structure*

Prospective proposers will want to be made aware of significant known internal control deficiencies. This could be accomplished by providing the proposers with a copy of the prior year audit report (including financial statements, auditor's reports, and management letters), prior year adjusting entries, and evidence of corrective actions.

5. *Anticipated implementation problems arising from new authoritative pronouncements.*

The classic example of a new authoritative pronouncement that could impact the RFP response was the implementation of GASB Statement 34. While all entities should have implemented GASB Statement 34 by now, an entity's readiness to implement other new pronouncements, as well as new laws or regulations having a significant impact on the entity's financial operations and reporting could impact the auditor's consideration of the resources needed to perform the audit.

6. *Principal contacts inside and outside the government.*

Examples of contacts that proposers might want to be aware of as individuals with whom they will be expected to interact during the engagement include:

- a. Chief executive officer
- b. Chief financial officer
- c. Audit committee members
- d. Director of internal audit
- e. Grants management personnel
- f. Legal counsel

7. *Level of assurance to be required of the auditor for each type of information contained within the report.*

The auditor will need to be made aware of circumstances that might impact the scope of the audit. Such circumstances might include the audit of the financial statements of a component unit by another audit firm, and specific legal requirements that will require a statement in the auditor's management letter regarding compliance.

8. *Auditing standards required for the engagement.*

Pursuant to Florida law and the Rules of the Auditor General, all required annual financial audits of entities in Florida are to be performed in accordance with *Government Auditing Standards* promulgated by the Comptroller General of the United States. The RFP might include a statement to this effect to avoid any misunderstanding.

9. *The auditor's specific reporting responsibilities.*

Although the auditor's reporting responsibilities are described in the auditing standards and the Rules of the Auditor General, the *GFOA Handbook* recommends listing the reporting responsibilities in the RFP. This could be most easily accomplished by reference to the Rules of the Auditor General, Chapter 10.550 (*Local Governmental Entity Audits*), Chapter 10.800 (*Audits of District School Boards*), or Chapter 10.850 (*Audits of Charter Schools and Similar Entities*), as appropriate.

The *AICPA Toolkit* includes guidance for addressing the scope of the work to be performed by the auditor, including:

- a. A general description of the services being solicited
- b. Expected deliverables, such as:
 - 1) Expression of opinion in conjunction with a full-scope audit of a comprehensive annual financial report (CAFR) (optional under Florida law and Rules of the Auditor General) or a report on basic financial statements only (minimum requirement for all local government audits)
 - 2) Federal or state single audit reports (required if certain thresholds are met)
 - 3) Management letter (required for all local government audits)

Expected deliverables should also include any requirement for separate opinions for any debt issues or to meet any other reporting requirements.

10. *The type and amount of assistance available from the government.*

Entities can sometimes reduce the cost of their audits by providing certain assistance to the auditor. To formulate the type and amount of resources to be applied to the audit, the auditor needs information as to the type and extent of assistance that will be available from the entity. The *GFOA Handbook* refers to various types of assistance including internal audit, clerical, and electronic data

processing. A statement might be included acknowledging that the government is responsible for preparing draft financial statements. Any anticipated concerns regarding the ability of the government to do so should be disclosed.

11. *Required audit timetable and deliverables.*

The *GFOA Handbook* recommends that the RFP include the latest acceptable dates for the following, assuming that information needed to meet these dates, is provided to the auditor on a timely basis:

- a. Entrance conference.
- b. Completion of interim audit work.
- c. Completion of year-end field work.
- d. Submission of audit adjustments and draft findings.
- e. Exit conference.
- f. Issuance of reports.

12. *Additional services to be required of the auditor.*

Auditors have often provided additional services beyond audit services in the past; however, the ability of auditors to provide nonaudit services to an audit client has been severely limited by *Government Auditing Standards*. Careful consideration should be given to the restrictions on such services prior to including them in the RFP. The *GFOA Blue Book* includes a discussion on the types of consulting (or nonaudit) services that may be performed by independent auditors, referring to the two overarching principles provided in *Government Auditing Standards*:

- Auditors should not perform management functions or make management decisions
- Auditors should not audit their own work or provide non-audit services in situations where the amounts or services involved are significant/material to the subject matter of the audit

The *GFOA Blue Book* provides examples of specific services that the independent auditor firm may or may not provide.

13. *Information on auditor workspace and access to telephones, copiers, FAX machines, and computers.*

As a practical matter, the *GFOA Handbook* suggests that information on the location and type of workspace that will be made available to the auditor, as well as availability of telephones, internet access, copy machines, FAX machines, and computer hardware, might be included in the RFP.

14. *Procedures to be followed to determine if additional audit work is necessary and the fee basis applicable to such work.*

Circumstances sometimes arise in which the scope of the audit may need to be expanded beyond what was anticipated in the RFP. For example, an entity might request the auditor to perform additional work in an area where certain control weaknesses have been discovered by the auditor. For any scope expansion anticipated in the RFP, the auditor should be provided with sufficient information to allow the determination of a proposed fee. The *GFOA Handbook* recommends that the RFP include a provision that the scope of the audit may only be broadened with the consent of the government and a request that proposers indicate how the fee for additional work related to a scope expansion would be determined.

15. *Information needed from proposers to evaluate their qualifications.*

A primary purpose of the RFP is to provide the government with information needed to assess the professional skill and experience of the auditors who will perform the engagement. The *GFOA Handbook* recommends that the RFP ask for the following information regarding the proposer:

- a. Overall size of the audit firm.
- b. Location and number of professional staff who will perform the engagement.
- c. Identification and qualifications of personnel to be assigned to the engagement, including:
 - i. Names and government audit experience of the partner in charge of the audit and other partners who will be assigned review or quality control functions.
 - ii. Names and government audit experience of the manager and other supervisory personnel.
 - iii. Information on certification, licensure, and CPE training of each of the above.
 - iv. Information on membership in professional societies (e.g., AICPA, FICPA, FGFOA, GFOA, AGA) of each of the above.
 - v. Background and qualifications of all other professional audit or other staff assigned to the engagement.

The *GFOA Handbook* also recommends that the RFP clearly set forth: (1) the circumstances in which the audit staff may be changed; (2) the need for new staff to meet the same level of qualifications; and (3) the government's right to reject or approve replacements.

16. *Requirement for auditors to furnish a statement that they meet the appropriate criteria for independence.*

Auditors are required to maintain independence, both in fact and appearance, with regard to audit clients. The *GFOA Handbook* suggests that the RFP require a

formal statement from the proposers that they meet all appropriate guidelines for independence

17. *Request for references from other government clients.*

The *GFOA Handbook* suggests that the RFP include a request for references asking proposers to furnish the names of similar governments for which they have recently performed similar audits, together with contact information.

18. *Request for information on the results of peer reviews.*

Government Auditing Standards require that auditors performing audits in accordance with those standards (this includes all required annual financial audits for entities in Florida) undergo external quality control, or peer, reviews of their policies and procedures every three years. The *GFOA Handbook* recommends that the RFP ask auditors to state whether their most recent peer reviews included a review of the quality of specific *government* audits. The RFP should also ask for the results of desk or field reviews of their audits by Federal or state grantor agencies.

19. *Request for information on the status of any disciplinary actions undertaken against the firm.*

The *GFOA Handbook* recommends that the RFP request information on whether any disciplinary action has been taken against the firm at the Federal or state level and, if such action has been undertaken, the current status of the action. Under Florida law (Section 455.225, Florida Statutes), complaints against certified public accountants are subject to a probable cause determination prior to a disciplinary action.

20. *Request for detailed information on the proposer's anticipated audit approach.*

The *GFOA Handbook* points out that, in addition to information regarding the qualifications of the proposer, the proposer's audit approach should be evaluated to determine that the proposer has a sound understanding of the scope of the engagement and the government's environment. Additionally, the government needs assurance that the proposer will apply the appropriate level of effort needed to perform the engagement satisfactorily. The *GFOA Handbook* recommends that the RFP ask for the following types of information:

- a. The extent to which the firm proposes to employ statistical sampling techniques.
- b. The extent to which the firm proposes to employ analytical procedures.
- c. The manner in which the firm intends to segment the engagement.
- d. The hours of staff time at each level that will be devoted to each segment.
- e. The approach proposed for gaining and documenting the auditor's understanding of the government's internal controls.
- f. The approach proposed for determining which laws and regulations should be tested for compliance.
- g. The method of drawing samples for tests of compliance.

21. *Requirements applicable to working papers and cooperation with other auditors.*

The *GFOA Handbook* recommends that the RFP establish clearly the period for retention of the auditors working papers by the auditor and the parties who are allowed access to the working papers. In establishing the retention period, the government should consider that the working paper retention period established by the Florida Department of State for all independent audits of local governments is three years. This should be considered a minimum retention period in drafting an audit services contract. As to accessibility, the *GFOA Handbook* recommends that the RFP include provisions providing accessibility to: Federal cognizant agencies; principal auditors, where component units are audited by other auditors; parties designated by the government as part of an audit quality control review; and successor auditors for matters relating to continuing accounting significance.

22. *Policy toward joint proposals or the use of subcontracting.*

The use of subcontracting or joint ventures on the part of auditors can be a means for encouraging participation by smaller firms. The *GFOA Handbook* recommends that any subcontracting after the audit contract is awarded be subject to the government's right to approve or reject subcontracting firms. Further, if joint proposals or subcontracting is allowed, the RFP should request proposers to identify the firm that will serve as the principal auditor, unless a special consortium is formed to conduct the engagement.

23. *Right to reject proposals, demand additional information, and use unsuccessful proposals.*

The *GFOA Handbook* recommends that the RFP indicate that:

- a. The government retains the right to reject any or all proposals.
- b. The government retains the right to request additional information from proposers and failure to provide the information could result in rejection of a proposal.
- c. The government reserves the right to retain proposals and use ideas from them.
- d. The government is not obligated in any manner to reimburse firms for costs incurred in connection with responding to the RFP.

24. *Any additional language to meet the requirements of applicable laws and regulations.*

The *GFOA Handbook* suggests that the government be aware of and include any specific language required by law or regulation.

The entity should exercise its judgment to determine which elements best fit its circumstances and should be included in the RFP.

Use and Elements of Audit Services Contract

Legal Requirements

Section 218.391(7), Florida Statutes, requires that every procurement of audit services be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties constitutes a written contract. The written contract shall include, at a minimum, the following:

- A provision specifying the services to be provided and fees or other compensation for such services.
- A provision requiring that invoices for fees and other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. Section 218.391(8), Florida Statutes, provides that written contracts may be renewed without the use of auditor selection procedures and that such renewals shall be in writing.

Non-mandatory Guidance

The audit services contract is a legally binding agreement that should be prepared and reviewed with the advice of legal counsel. In its publication, *How to Avoid a Substandard Audit: Suggestions for Procuring an Audit*, the National Intergovernmental Audit Forum (NIAF) recommends that the RFP be incorporated into the contract by reference.

Engagement Letter. While Section 218.391(7), Florida Statutes, authorizes the use of an engagement letter as an audit services contract, if it is signed by both parties, the use of an engagement letter does not relieve the need to include all provisions that would constitute a good contract and protect both the government and the auditor.

Required Contract Elements. As indicated above, there are certain legally required elements that must be included in the audit services contract. Additional guidance for each of these elements follows:

- *Services to be provided and fees or other compensation (Section 218.391(7)(a), Florida Statutes).* The Practitioners Publishing Company (PPC) Guide to Audits of Local Governments advises that the contract clearly describe the nature of the services to be performed, including whether such services include Single Audits (Federal and/or State). The PPC also recommends that the contract clearly identify the financial statements to be audited and the period covered. Statement on Auditing Standards No. 74 recommends that the contract include a statement about specific audit requirements. Florida law and the Rules of the Auditor General include several such requirements in addition to the auditor's reports on the financial statements and State and Federal programs. Specifically addressing these requirements in the contract helps to preclude any subsequent misunderstandings regarding the auditor's responsibilities.

- *Invoices for fees and other compensation in sufficient detail to demonstrate compliance with the contract (Section 218.391(7)(b), Florida Statutes).* The PPC recommends that the basis for determining fees and the method of payment be included in the contract. The basis for payment may vary from a lump sum arrangement to specific rates to be paid for the services of specific employees or categories of employees of the audit firm and reimbursement for specific costs, such as travel, incurred in connection with the engagement. The level of detail on the invoice sufficient to demonstrate compliance with the terms of the contract will vary according to the basis for payment. In the case of a fixed fee contract, the basis for payment should be clearly defined within the audit services contract. If the contract identifies certain employees for which the firm will be paid at specified hourly rates, the contract should require invoices that indicate the numbers of hours worked by each employee and application of the appropriate rates. If the contract provides for reimbursement for certain actual costs, the contract should require invoices that demonstrate the amounts actually incurred by the firm in the form of receipts or similar documentation.
- *Contract period, renewals, and termination (Section 218.391(7)(c), Florida Statutes).* The contract must specify the number of years for which it will be in effect, including any options for renewal on the part of the government. The law does not prescribe a maximum term for an audit services contract or a maximum number of renewal periods. Once the contract period, including renewals, has expired, any further required annual audit services must be subjected to the auditor selection law as required by Section 218.391, Florida Statutes.

The GFOA, in its 2002 *Recommended Practice - Audit Procurement*, recommends that governmental entities enter into multiyear agreements of at least five years in duration when obtaining the services of an independent auditor. The GFOA points out that such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. The GFOA recommended practice further states that multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain “start-up” costs over several years, rather than a single year. The appropriate length for the audit services contract is left to the judgment of the government.

Additional Contract Elements. Additional elements recommended by the NIAF for inclusion in an audit services contract, include:

1. Audit scope, objective, and purpose.
2. Deadlines for work to be performed.
3. Audit cost.
4. Report format.
5. Type and timing of support to be provided to the auditor by the government.
6. Professional auditing standards to be followed in performing the audit.
7. Independent contractor status of the auditor with respect to the government.
8. Changes made by written notice by the government within the general scope of the agreement, together with equitable adjustments to the cost of the audit using rates specified in the agreement.

9. Prior notification to the entity by the auditor, within a specified time and prior to beginning the related work, regarding changes in, or additions to, the scope of the engagement.
10. Auditor ownership of working papers prepared by the auditor during the audit, a designated retention period for the working papers, and availability of the working papers to the entity and governmental auditors upon request. The *GFOA Handbook* suggests, by way of examples, that access to the working papers during the retention period might include personnel of the audited government, Federal cognizant agency, State coordinating agency, Government Accountability Office, quality control reviewers, other governments providing assistance to the audited government, and successor auditors).
11. Ownership, use and control of all reports rendered to the government by the auditor, according to applicable laws and regulations.

Additional elements that are recommended by the *GFOA Handbook* to be made a part of the audit services contract include:

1. An independence assertion by the auditor.
2. Language describing the actions to be taken in the event of a disagreement as to whether certain procedures are within the scope of the agreement.
3. Legal provisions to assure the availability of the auditor's services to aid the government in the defense of claims that may arise as the result of audit work.
4. Legal language concerning opportunities for socially and economically disadvantaged individuals. Such language may be required by law or regulation.
5. Clarification of the auditor's duty to maintain the confidentiality of certain sensitive information.
6. Provisions establishing the government's rights to terminate the contract and the procedures for doing so.
7. Stipulation as to how the value of the auditor's work is to be determined if the engagement is terminated prior to completion.
8. Language establishing the auditor's sole liability for claims arising from the auditor's performance of the engagement.
9. Language requiring both the government and the auditor to resolve disputes amicably.
10. Requirement for formal notification to the other party to the agreement (e.g., a disagreement over the scope of the audit) and language indicating what is to be considered notification in such instance (e.g., registered mail).
11. Language specifying how the terms of the contract can be waived or modified.
12. Language to clarify that the contract's separate provisions are to stand alone, so that a failure to meet one provision does not nullify the entire contract.
13. A requirement for the auditor to obtain insurance coverage.
14. A prohibition against the auditor's delegating or subcontracting audit work without the government's permission.

As can be seen, different professional organizations have placed varying emphasis on the contents of the contract for audit services. Government management must determine the most appropriate provisions for a contract in a given set of circumstances and the specific elements and language to be included will ultimately be a matter of agreement between the entity and the audit firm.

APPENDIX A

Auditor Selection Law

218.391 Auditor selection procedures.--

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. [218.39](#) and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.--s. 65, ch. 2001-266; s. 1, ch. 2005-32.

Appendix B

Questions and Answers

1. **Question:** Are the auditor selection requirements of Section 218.391, Florida Statutes, to be applied whenever an entity contracts with a CPA firm for any audit or other services?

Answer: No. Section 218.391, Florida Statutes, applies only to contracting for the annual financial audit required by Section 218.39, Florida Statutes. However, the use of selection procedures such as those provided for in Section 218.391, Florida Statutes, and other Federal, State, or local laws is generally advisable when contracting for any services, audit or otherwise.

2. **Question:** Is there a legal requirement or recommendation for mandatory rotation of auditors after a specified number of years or at the end of an audit services contract?

Answer: No. Unless the entity has established its own mandatory auditor rotation requirement, there is no legal requirement for the mandatory rotation of auditors. The current auditor may be included in the auditor selection process at the end of the current audit services contract.

The GFOA *Recommended Practice – Audit Procurement (1996 and 2002)* provides that auditor independence would be enhanced by a policy requiring that the independent auditor be replaced at the end of the audit contract, as is often the case in the private sector. The *Recommended Practice* further states:

“Unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory auditor rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory.”

The United States Government Accountability Office (GAO), in a report titled, *Public Accounting Firms – Required Study on the Potential Effects of Mandatory Audit Firm Rotation*, issued in November 2003, concluded that such rotation may not be the most efficient way to strengthen auditor independence and improve audit quality considering the additional financial costs and the loss of institutional knowledge of the previous auditor. GAO further concluded that the potential benefits of mandatory audit firm rotation are hard to predict and quantify, but there is a fair certainty that there will be additional costs.

3. **Question:** If the entity is satisfied with the existing auditor and can negotiate acceptable fees, can the contract for annual financial audit services be renewed without ever going through the auditor selection procedures required by Section 218.391, Florida Statutes?

Answer: A contract for annual financial audit services can be renewed only as provided in the contract which is required to include a provision specifying the contract period, including renewals.

4. **Question:** Is an entity with an audit services contract that was in effect on the effective date of the revised auditor selection law, July 1, 2005, required to implement the revised auditor selection requirements on its first occasion for a need for audit services, or can that contract be continued?

Answer: An audit service contract that was in effect at July 1, 2005, can remain in effect through the end of the original contract term. However, if there was no contract in effect at July 1, 2005, the entity must apply the revised auditor selection procedures prior to the next need for an annual financial audit required by Section 218.39, Florida Statutes. Section 218.391(7), Florida Statutes, requires that a contract specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed. If the contract in effect at July 1, 2005, is not in compliance with the requirements of Section 218.391, Florida Statutes, the entity must comply with the auditor selection and contractual provisions of the law prior to the next need for the entity to provide for an annual financial audit required by Section 218.39, Florida Statutes, unless such compliance cannot be achieved without violating the terms of the existing contract.

5. **Question:** Is it necessary to include renewal option provisions in audit services contracts entered into after July 1, 2005?

Answer: No. The contract is not required to include a renewal provision; however, a contract cannot be renewed in the absence of such a provision.

6. **Question:** Are the revised auditor selection procedures required to be used only when an entity decides to change auditors or initiate a request for proposals process?

Answer: No. The revised auditor selection procedures are required to be followed when an audit contract period expires. The audit contract is required to include a provision specifying the contract period, including renewals.

7. **Question:** If an existing contract is not in compliance with Section 218.391, Florida Statutes, may the governing body sign a new contract that is in compliance?

Answer: Yes, but the contract cannot be extended beyond the period specified in the existing contract, including renewals, without going through the auditor selection process required by Section 218.391, Florida Statutes.

8. **Question:** If the governing body of an entity chooses to select a firm other than the audit committee's highest recommended firm and documents the reason for not selecting the highest ranked firm as required by Section 218.391(4)(b), Florida Statutes, does the next ranked firm become the highest

ranked firm, requiring documentation as to the reason for non-selection, before a firm ranked lower than that firm can be selected?

Answer: The law does not specifically address this circumstance; however, it would be reasonable to assume that justification is necessary and should be documented for the selection of any firm over a higher ranked firm.

9. **Question:** **If compensation is used as one of the factors to evaluate firms and the auditor selection is made in accordance with Section 218.391(4)(b), Florida Statutes, what documentation is required to justify selection of a firm other than the highest ranked firm?**

Answer: Required documentation as to the reason for not selecting the highest ranked firm under Section 218.391(4)(b), Florida Statutes, is not described in the law. Such documentation could include a statement made by the governing board, possibly in the form of a resolution and included in the minutes of the governing board, describing the factors that caused the governing board to decide that selection of the next ranked firm was in the best interest of the entity. Those factors might include inability to negotiate a satisfactory contract with the highest ranked firm or information that has come to the governing board subsequent to the ranking process. However, as specified in Section 218.391(4)(c), Florida Statutes, the decision to select a firm cannot be based on compensation as the sole or predominant factor.

10. **Question:** **If an auditor selection committee uses compensation as a ranking factor, may the governing body also use the alternative method to select the audit firm or must they use the method prescribed by Section 218.391(4)(b), Florida Statutes?**

Answer: The alternative methodology referred to in Section 218.391(4)(c), Florida Statutes, refers to negotiation only. An alternative methodology for selection is not authorized in the law.

11. **Question:** **If compensation is 20% of the ranking criteria and all other factors are each less than 20%, is compensation then the predominant factor, or must it be predominant of all factors combined, i.e., greater than 50% of all combined?**

Answer: “Predominant” is not defined in the law with respect to auditor selection. Certainly, weighting compensation at greater than 50% of all combined factors, would constitute “predominant.” Black’s Law Dictionary defines “predominant” as “Something greater or superior in power and influence to others with which it is connected or compared.”

12. **Question:** **Is there a minimum or maximum number of years that an audit contract must cover?**

Answer: No. The audit services contract must specify a contract period including renewals, but the law does not specify a minimum or maximum number of years that an audit services contract must cover. This is left to the discretion of the

entity and is a matter of agreement between the entity and the audit firm. The entity should use prudent business practices in establishing the contract period.

13. **Question:** Section 218.391(4)(c), Florida Statutes, provides that a governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method. Which specific provisions of the law may be considered non-mandatory under this provision by the application of an alternative methodology?

Answer: Regardless of the negotiation method used, a governmental entity must establish an audit committee pursuant to Section 218.391(2), Florida Statutes, and the audit committee must perform its functions in accordance with the requirements of Section 218.391(3), Florida Statutes. The authorization to use alternative procedures is in reference to the auditor negotiation procedures set forth in Section 218.391(4)(a), Florida Statutes. Regardless of the negotiation method used, compensation may not be the sole or predominant factor used to select the firm (Section 218.391(4)(c), Florida Statutes) and, if compensation is one of the factors used by the audit committee to evaluate the firms, the governing body must select the highest-ranked firm or document the reason for not selecting that firm (Section 218.391(4)(b), Florida Statutes).

Appendix C

Auditor Selection Resources

AICPA Audit Committee Toolkit: Government Organizations, American Institute of Certified Public Accountants, 1995 (www.aicpa.org/audcommctr/homepage.htm)

Audit Management Handbook, Stephen J. Gauthier, Government Finance Officers Association, 1989 (Note: Publication of this *Handbook* was discontinued several years ago as a result of 1996 changes to the Federal Single Audit Act and changes on GFOA policy; however, the references in these guidelines are consistent with current GFOA policy.)

Choosing an External Auditor – Guide for Making a Sound Decision, Mid-America Intergovernmental Audit Forum, March 2000 (www.auditforum.org/mid%20america/midam_exauditor.htm)

GFOA Recommended Practice - Audit Procurement (1996 and 2002), Government Finance Officers Association, 2002 (www.gfoa.org/services/rp/caafr/caafr-audit-procurement.pdf)

GFOA Recommended Practice – Audit Committees (1997, 2002, and 2006), Government Finance Officers Association, 2002 (www.gfoa.org/services/rp/caafr/caafr-establishment-audit-committees.pdf)

Government Accounting, Auditing, and Financial Reporting, Stephen J. Gauthier, Government Finance Officers Association, 2005

Guide to Audits of Local Governments, Carmichael, Douglas R., and Holder, William W., Practitioners Publishing Company, 20th Ed., January 2005

How to Avoid a Substandard Audit: Suggestions for Procuring an Audit, National Intergovernmental Audit Forum, May 1988 (www.ignet.gov/single/studies/prochand.txt)

Public Accounting Firms – Required Study on the Potential Effects of Mandatory Audit Firm Rotation, United States Government Accountability Office (GAO), November, 2003 (<http://www.gao.gov/new.items/d04216.pdf>)



Memorandum

File #: 17-84

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-84 - FY 2018 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-84.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the November 9, 2017 City Council Meeting, City Council adopted an unencumbered carryover budget resolution appropriating items that were budgeted in FY 2017 but were not purchased or encumbered as well as items to be purchased with additional unexpended FY 2017 appropriations. The attached supplemental budget resolution addresses items that were not addressed in that resolution.

Within the Special Grants Fund a grant for Bullet Proof Vests was received after the aforementioned resolution was presented to City Council. Those funds have been appropriated on this resolution.

In the supplemental budget resolution adopted by City Council at the November meeting, there were adjustments within the various CRA funds resulting from the issuance of the 2017 Bonds. Included in the adjustment was a transfer from the Westside TIF Fund to the CRA Debt Service Fund. However, the transfer was only addressed within the Westside TIF Fund. Included in this resolution is the appropriation to receive the funds within the CRA Debt Service Fund.

In the November 9, 2017 non-encumbered carryover budget resolution, estimated unexpended appropriations were carried forward to the new fiscal year. Final carryover amounts have been determined and additional balances remaining for the Eastside TIF Fund, Westside TIF Fund, LOGT Series 2016 Project Fund, CRA Series 2017 Project Fund are being carried forward.

Within the Local Option Sales Tax Fund, an additional \$100,000 is being appropriated for Bayview Park by moving funds up from Fiscal Year 2019. This will allow for the construction of the Fitness Court project in conjunction with the LEAP class.

Balances carried forward for the Deep Water Horizon Incident Fund and the Stormwater Capital Projects Fund are being adjusted to reflect final unexpended appropriations.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted a beginning FY 2018 Budget

November 9, 2017 - City Council adopted a supplemental budget resolution covering purchase orders payable.

November 9, 2017 - City Council adopted a supplemental budget resolution covering unencumbered carryovers.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2018.

CITY ATTORNEY REVIEW: Yes

12/4/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-84
- 2) Supplemental Budget Explanation No. 17-84

PRESENTATION: No

**RESOLUTION
NO. 17-84**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads:	Federal Grants	1,621,338
Amended		
To Read:	Federal Grants	1,634,117
As Reads:	Operating Expenses	541,782
Amended		
To Read:	Operating Expenses	554,561

B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		14,763
As Reads:	Operating Expenses	542,500
Amended		
To Read:	Operating Expenses	557,263

C. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		16,042
As Reads:	Operating Expenses	51,550
Amended		
To Read:	Operating Expenses	67,592

D. MARITIME PARK MANAGEMENT SERVICES FUND

Fund Balance		70,000
To:	City Hall Parking	30,000
As Reads:	Event Management Services	100,000
Amended		
To Read:	Event Management Services	0

E. CRA DEBT SERVICE FUND

As Reads: Amended To Read:	Transfer In Westside TIF Fund	275,000
	Transfer In Westside TIF Fund	280,000
As Reads: Amended To Read:	Interest Expense	3,142,300
	Interest Expense	3,147,300

F. LOCAL OPTION SALES TAX FUND

	Fund Balance	100,000
As Reads: Amended To Read:	Capital Outlay	7,392,865
	Capital Outlay	7,492,865

G. LOGT SERIES 2016 PROJECT FUND

	Fund Balance	45,073
As Reads: Amended To Read:	Capital Outlay	7,122,208
	Capital Outlay	7,167,281

H. CRA SERIES 2017 PROJECT FUND

	Fund Balance	4,641,018
As Reads: Amended To Read:	Operating Expenses	70,000
	Operating Expenses	71,177
As Reads: Amended To Read:	Capital Outlay	8,133,017
	Capital Outlay	12,772,858

I. DEEPWATER HORIZON INCIDENT FUND

As Reads: Amended To Read:	Capital Outlay	328,845
	Capital Outlay	269,813

J. STORMWATER CAPITAL PROJECTS FUND

As Reads: Amended To Read:	Capital Outlay	7,392,865
	Capital Outlay	7,039,517

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
DECEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-84

FUND	AMOUNT	DESCRIPTION
A SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	12,779	Increase estimated revenue for Federal Grants
Total Estimated Revenues	<u>12,779</u>	
Appropriations		
Operating Expenses	12,779	Increase appropriation for Operating Expenses
Total Appropriations	<u>12,779</u>	
B EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>14,763</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	14,763	Increase appropriation for Operating Expenses
Total Appropriations	<u>14,763</u>	
C WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>16,042</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	16,042	Increase appropriation for Operating Expenses
Total Appropriations	<u>16,042</u>	
D MARITIME PARK MANAGEMENT SERVICES FUND		
Estimated Revenues		
City Hall Parking	30,000	Appropriate estimated revenue from City Hall Parking
Event Management Services	(100,000)	Decrease estimated revenue from Event Management Services
Total Estimated Revenues	<u>(70,000)</u>	
Fund Balance	70,000	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA
DECEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-84

FUND	AMOUNT	DESCRIPTION
E CRA DEBT SERVICE FUND		
Estimated Revenues		
Interfund Transfer-Fund 123	5,000	Increase estimated revenue from Interfund Transfer - Fund 123
Total Estimated Revenues	<u>5,000</u>	
Appropriations		
Interest Expense	5,000	Increase appropriation for Interest Expense
Total Appropriations	<u>5,000</u>	
F. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>100,000</u>	Increase appropriated fund balance - LOST IV
Appropriations		
Capital Outlay	100,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>100,000</u>	
G. LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u>45,073</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	45,073	Increase appropriation for Capital Outlay
Total Appropriations	<u>45,073</u>	
H. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>4,641,018</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,177	Increase appropriation for Operating Expenses
Capital Outlay	4,639,841	Increase appropriation for Capital Outlay
Total Appropriations	<u>4,641,018</u>	

THE CITY OF PENSACOLA
DECEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-84

FUND	AMOUNT	DESCRIPTION
I. DEEPWATER HORIZON INCIDENT FUND		
Fund Balance	<u>(59,032)</u>	Decrease appropriated fund balance
Appropriations		
Capital Outlay	<u>(59,032)</u>	Decrease appropriation for Capital Outlay
Total Appropriations	<u>(59,032)</u>	
J. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>(353,348)</u>	Decrease appropriated fund balance
Appropriations		
Capital Outlay	<u>(353,348)</u>	Decrease appropriation for Capital Outlay
Total Appropriations	<u>(353,348)</u>	



Memorandum

File #: 41-17

City Council

12/14/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Brian Spencer

SUBJECT:

PROPOSED ORDINANCE NO. 41-17 - AMENDING SECTION 12-2-21 PALAFOX HISTORIC BUSINESS DISTRICT OF THE LAND DEVELOPMENT CODE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 41-17 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-21 (F)(4)(a) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A PROHIBITION OF INTERNALLY ILLUMINATED SIGNS IN THE PALAFOX HISTORIC BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently, Land Development Code Section 12-2-21 Palafox Historic Business District does not specifically address the issue of internal illumination of signs.

Recently, on two (2) separate occasions, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signs within the District. On appeal, the City Council has reversed the ARB on this issue, speaking to the lack of direction or specific prohibition within the Code.

At its September 12, 2017 Planning Board meeting, the Board took up the issue having been referred by the City Council. The City Council sent as a recommendation language stating, "Internally illuminated signs shall be prohibited, excepting that internal illumination of individual lettering of a sign shall be permitted."

The Board, during its discussion, felt that internal illumination of signs within the Palafox Historic District was not in keeping with the desire to maintain and preserve the integrity and history of the City. Mr. Grundhoefer (Board Member) stated, "...the ARB was attempting to maintain and preserve the integrity and history of the City, and if the Planning Board also has that as a mantra, then the Board should be proud to take that on as well."

The following Motion was made and seconded: Internally illuminated signs shall be prohibited. This motion carried unanimously.

PRIOR ACTION:

November 9, 2017 - City Council conducted a public hearing and voted to approved Proposed Ordinance No. 41-17 on first reading.

September 12, 2017 - Planning Board Meeting

August 10, 2017 - City Council forwards internal illumination issue within the PHBD to the Planning Board for review and recommendation.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 41-17
- 2) Planning Board Minutes 9.12.17

PRESENTATION: No

PROPOSED
ORDINANCE NO. 41-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-21 (F)(4)(a) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A PROHIBITION OF INTERNALLY ILLUMINATED SIGNS IN THE PALAFOX HISTORIC BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-21 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-21. - Palafox historic business district.

- (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., Sullivanese, 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.
- (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 as adopted pursuant to section 3-1-10 of the code, plus the west 14.25 feet of lot 214 and all of lots 215 and 216, old city tract.
- (E) *Procedure for review and submission of development plan.*

- (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. The building official or his designee shall serve as secretary to the board.
 - (2) *General conditions, procedures and standards.* Prior to submitting a formal application for approval of a proposed exterior alteration, the owner(s) 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 which might otherwise result in costly plan revisions or unnecessary delay in development.
 - (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 12-13-3 and in accordance with the provisions of section 12-2-10(A)(4)(a) through (c), 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 architectural review board then the matter will be referred to the full board for a decision.
- (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 14-1.

- (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 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 12-2-10(A)(9) to (11) 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 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:

- (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:
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 thirty (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:
 - a. The maximum size of the sign shall not exceed two (2) feet wide by three (3) feet high;
 - b. The sidewalk width shall be a minimum of eight (8) feet;
 - c. A one time fee of forty dollars (\$40.00) shall be paid to the City of Pensacola for a license to use the sidewalk for placement of a sign;
 - d. A license to use agreement, with proof of insurance, shall be required to use an identified area of the sidewalk for locating a sign;
 - e. The sign shall be removed from the sidewalk at the close of business hours daily;
 - f. Signs shall require approval by the Downtown Improvement Board and Architectural Review Board.
 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) 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.
- (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 and frame must be retained and the new enclosure recessed from the exterior face of the wall.

(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.

(e) Exterior walls:

1. All exterior front or side walls which 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 which 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.
 - (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 (6) feet high; Vegetation six (6) feet high (within three (3) years); A combination of the above.
- (5) *Review.* Any person aggrieved by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. He shall file with the city clerk a written notice requesting the council to review said decision.
- (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 which is not a permanent part of the building.
- (6) *Auxiliary structures.* Structures, at the rear of buildings, attached or unattached to the principal structure, which 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.*

- (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 Pensacola.
- (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.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance 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.

Adopted: _____

Attest:

Approved: _____
 President of City Council

 City Clerk



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

September 12, 2017

MEMBERS PRESENT: Chairman Paul Ritz, Danny Grundhoefer, Kurt Larson, Nathan Monk

MEMBERS ABSENT: Jared Moore, Kyle Owens, Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner
Ericka Burnett, City Clerk

OTHERS PRESENT: William T. Butler, Diane Mack, Kamal Hossain

AGENDA:

- Quorum/Call to Order
- Swearing In of Members
- Approval of Meeting Minutes from August 8, 2017
- New Business:
 1. Request for Preliminary Plat Approval for Aguada Creek Subdivision
 2. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
 3. Consider LDC Amendment 12-2-21 Palafox Historic Business District
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:11 pm with a quorum present.

Swearing in of members – Paul Ritz was sworn in by the City Clerk’s Office.

Mr. Larson nominated Mr. Ritz for Chairman, seconded by Mr. Grundhoefer, and it carried unanimously.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the August 8, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for Preliminary Plat Approval for Aguada Creek Subdivision

Ms. Deese requested this item be delayed to the last agenda item due to travel time for the developers traveling from Mississippi. The Board agreed.

EVERYTHING THAT’S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

Ms. Deese advised the owner's representative was available to discuss the project. This project was initially reviewed by the Board at their meeting on July 11, 2017. It has been revised based upon the comments and suggestions of the Board. Chairman Ritz addressed the increase of landscape at 9th and Springdale, the windows, the addition of brick on all sides and lighting features. He found this current version more attractive. Mr. Grundhoefer advised the client had addressed several concerns in decreasing the asphalt and adding landscape. There was also improvement with the brick detail and the proportions of the windows. Mr. Larson noted the trash enclosure at the southeast corner, and Ms. Deese advised the owner was willing to address the enclosure, and the Code would require it as well.

Mr. Hossain addressed the Board and stated the changes would improve the corner. He explained the trash enclosure would also be dealt with along with any other improvements required by the Board. Chairman Ritz preferred the changes from stucco to brick, and the revised version was a vast improvement and adhered to the requirements of the overlay district.

Mr. Grundhoefer suggested if the sidewalk could be pushed back or shifted to the west with a landscape buffer, possibly Asiatic jasmine, it would buffer the pedestrian and vehicular traffic and be much safer on 9th Avenue. Mr. Hossain advised they would take this suggestion into consideration. Ms. Deese advised this was a DOT street, and although it was a great idea, the Board would be limited in its authority.

Mr. Monk stated everyone had worked hard to improve the aesthetics of this section of town, and was hoping the actual construction once completed would continue to maintain this aesthetic in elevating this part of town.

Mr. Grundhoefer suggested the decorative base be a darker color brick, and since the handicap stall is usually placed at the center for convenience and usually empty, it allows more visibility of the front. Mr. Hossain advised they would also take this into consideration.

Ms. Mack addressed the Board and advised she was very happy with the process and efforts of everyone involved in this project. She was looking forward to sharing the new development with the neighborhood association and would be encouraging them to become patrons.

Chairman Ritz appreciated the civic involvement, and Mr. Larson thanked Mr. Grundhoefer for volunteering his assistance with the project. **Mr. Larson then made a motion to approve, seconded by Mr. Grundhoefer, and it carried unanimously.**

Consider LDC Amendment 12-2-21 Palafox Historic Business District

City Council, at their August 10th, 2017 meeting, referred to this Board for consideration a Land Development Code Amendment for Section 12-2-21 Palafox Historic Business District. Recently, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signage within the Palafox Historic Business District (PHBD). Two of the applicants chose to file an appeal to ARB's decision. City Council reversed the ARB decision on both occasions based on lack of specific prohibition within the Code. The amendment for Section 12-2-21 prohibits internal illumination with the exception of individual lettering of a sign shall be permitted.

Chairman Ritz informed he was at some of the meetings dealing with this issue and recalled the YMCA signage. Mr. Larson stated this falls in line with the question from the Holiday Inn with the individual letters being lit from behind or inside. He was instructed by Ms. Deese there was nothing in the code to address it specifically. **Mr. Larson made a motion to approve this addition to the LDC and then withdrew it for further discussion.**

Ms. Deese stated the YMCA signage was appealed followed by the Holiday Inn's signage on Main Street. In both instances, the ARB stated no internal illumination was allowed. During the discussion, the sign contractor for the Holiday Inn proposed lighting the letters instead of the entire panel, but ARB denied this suggestion as well. Ms. Deese stated this seemed to be a good compromise between what the hotel brand, the owner, or the sign contractor wanted and ARB's desire.

The amendment language was drafted by City Council since ARB is not a recommending body and does not have authority in legislation. The amendment, sponsored by Council President Spencer, was forwarded to the Planning Board for a recommendation back to City Council. Ms. Deese explained the Board could recommend approval as is, deny, or recommend changes. Mr. Grundhoefer stated if this was enforced, the YMCA with 4' illuminated letters would be a candidate. He objected to illuminated letters as well as illuminated signs in a historic district. Chairman Ritz advised the overall size of the letters might need to be considered, as in the case of the large YMCA sign. Ms. Deese clarified that some of the projects mentioned were in the historic district versus the PHBD, and the size of signage is increased in the PHBD. She advised there was an item on the ARB agenda at One Palafox Place for a large tenant who is asking for variances for several things, but it would relate to this since they have internal illumination on all three sides of their building. They also have a monument sign with illuminated lettering, which would meet the definition of this Code.

Mr. Monk was concerned with the continued compromise of the ordinance; we think we won't get new businesses with our existing ordinance. But he pointed out in the Franklin, Tennessee area, national chains were bending over backwards to change their signage and their aesthetics to blend in with the downtown historic district. He explained if the businesses want to be here, we should stand firm and they will comply. You either want bright lights or preservation of the historic aesthetic. Mr. Larson liked the individual letters which were backlit. Ms. Deese clarified if the Board wanted the lettering to be backlit or reverse channel, the appropriate language would have to be prohibiting internal illumination altogether. Chairman Ritz advised if the Board stated internally illuminated signs shall be prohibited, that would answer the problem, and ARB could then enforce the rule in the district. Mr. Monk recommended a letter going forward with this recommendation explaining the Board's reasoning.

Mr. Grundhoefer asked if the PHBD was in the ARB purview, and Ms. Deese stated it was. She pointed out there is specific language prohibiting illumination in the Pensacola Historic District but not in the PHBD which explained why there was an issue with the YMCA and the Holiday Inn. The ARB enforces 12-2-21. There is nothing to prohibit illumination in the PHBD, but the ARB thought it inappropriate which resulted in the appeals.

Mr. Larson made a motion that stops the sentence after the word "prohibited" with a period. (Internally illuminated signs shall be prohibited.) Council could then make the determination to accept or reject.

Mr. Monk seconded the motion. Chairman Ritz stated this would give the ARB a position from which to rule. Mr. Grundhoefer explained the ARB was attempting to maintain and preserve the integrity and history of the city, and if the Planning Board also has that as a mantra, then the Board should be proud to take that on as well. Mr. Larson stated Starbucks bent over backwards to get into Disney, and their signs are architecturally compliant with that environment. He stated we should be asking the businesses coming to Pensacola to meet the vision of the community. **With no other discussion, the motion carried unanimously.**

At this point, Ms. Deese had not heard from the applicants for Item 1, but the surveyor was available, and the Board returned to Item 1.

Request for Preliminary Plat Approval for Aguada Creek Subdivision

Ahi Esta LLC has submitted a request for Preliminary Plat approval for "Aguada Creek" subdivision. The townhouse development is proposed to be located on a .6027-acre site bounded by S. Intendencia Street on the south and S. Spring Street on the east. It is currently vacant. The proposed Preliminary Plat consists of 14 lots which measure at least 20 feet in width. This development is located within the C-2 zoning district as well as being within the boundary of the Dense Business Area (DBA); the maximum density within the DBA is 135 dwelling units per acre. The proposed development complies with this standard. Although the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides, DBA has a maximum front setback of 10 feet.

The minimum parking required for townhouse developments is 1 parking space per unit as cited in LDC Section 12-3-1(B); the developer intends to meet this requirement with garages accessed from the interior of the development. The Preliminary Plat has been routed through the various City departments and utility providers.

William Butler addressed the Board and stated the comments from Engineering were addressed by the developer. He advised the ingress/egress for the site would be performed in agreement with the Board and the LDC by the project engineer which was noted on the drawing (General Notes, No. 7). Chairman Ritz reminded the Board this was preliminary plat approval. The survey indicated all easements for the project.

Ron Ladner and Rimmer Covington (owner-developer) then arrived to speak to the item. Mr. Grundhoefer indicated he was happy to see townhouses on the street with rear access to garages. Mr. Covington explained they would use an underground protection system for storm-water. The garages would be on grade, stepping up 3' for the units. Mr. Ladner stated their architect was Bruce Toler. He pointed out there was a need for units locals could afford, and they were doing their best to meet that need.

Mr. Monk advised he liked the location which did not disrupt the existing neighborhood. **Mr. Monk made a motion to approve, seconded by Mr. Larson. Mr. Grundhoefer asked if part of the motion could be that the Board was accepting their responses and would see those items in the final plat. The amendment was accepted. This amendment confirmed that the ingress/egress was on Spring Street and storm-water retention, all of which was described by the applicant and accepted by the Board.** Mr. Ladner asked if there would be a problem with an entrance on Spring Street. Mr. Grundhoefer stated the problem would be the proximity of the driveway near the intersection. **The motion then carried unanimously.**

Open Forum – As Chairman, Mr. Ritz explained he will be attending the Boards, Authorities and Commissions Annual Report and Recognition Reception.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:21 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board

CITY CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL
PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Brittini L Pennington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

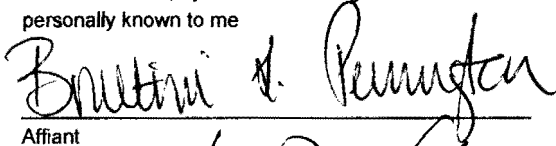
NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

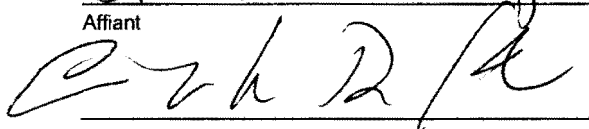
12/04/17

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 4th of December 2017, by Brittini L Pennington who is personally known to me



Affiant



Mark Dee Kent

Notary Public for the State of Florida
My Commission expires October 27, 2019

Publication Cost: \$182.18
Ad No: 0002568569
Customer No: PNJ-25615500

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 41-17 was presented to the City Council of the City of Pensacola for first reading on Thursday, November 9, 2017 and will be presented for final reading and adoption on Thursday, December 14, 2017 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:

P.O. #41-17:

AN ORDINANCE AMENDING SECTION 12-2-21 (F)(4)(a) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A PROHIBITION OF INTERNALLY ILLUMINATED SIGNS IN THE PALAFOX HISTORIC BUSINESS DISTRICT PROVIDING FOR SEVERABILITY; REPEALING CLAUSE PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any 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. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

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Legal No: 2568569 1T December 4, 2017