



AGENDA

**COMMUNITY REDEVELOPMENT AGENCY
SEPTEMBER 22, 2025
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

COMMUNITY REDEVELOPMENT AGENCY

**Chair - Campbell Rich
Vice Chair - Christopher Collins
Board Member - Eula R. Clarke
Board Member - Laura Giobbi
Board Member - Sean Reed
Board Member - Mark Brechbill
Board Member - Frederick James**

ADMINISTRATIVE

**City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
CRA Executive Director, Pinal Gandhi-Savdas
City Clerk, Mary R. Kindel**

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, 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.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. APPROVAL OF 08/25/2025 CRA MINUTES

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

ACTION ITEMS

2. CRA BUDGET AND CIP FOR FY 2026 (RC):

RESOLUTION No. 06-2025 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA ADOPTING THE CRA BUDGET OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR (FY) BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND APPROPRIATING CAPITAL BUDGET FOR FY 2026 AND PROVIDING FOR A FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR PROJECTS WITHIN THE COMMUNITY REDEVELOPMENT AREA BOUNDARIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. CDBG HOUSING REHABILITATION GRANT PROGRAM

STAFF UPDATE

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Agency**

Meeting Date: 9/22/2025

Prepared by:

Title of Item:

APPROVAL OF 08/25/2025 CRA MINUTES

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

ATTACHMENTS:

1. 08/25/2025 CRA Minutes

**MINUTES
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART
AUGUST 25, 2025
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

COMMUNITY REDEVELOPMENT AGENCY

**Chair - Campbell Rich
Vice Chair - Christopher Collins
Board Member - Eula R. Clarke
Board Member - Laura Giobbi
Board Member - Sean Reed
Board Member - Mark Brechbill
Board Member - Frederick James**

ADMINISTRATIVE

**City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
CRA Executive Director, Pinal Gandhi-Savdas
City Clerk, Mary R. Kindel**

CALL TO ORDER

4:03 PM

ROLL CALL

PRESENT: Chair Rich, Vice Chair Collins, Board Member Clarke, Board Member Giobbi, Board Member Reed, Board Member Brechbill

ABSENT: Board Member James

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

**4:04 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.**

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

1. Jimmy Smith - Stuart; Commented that he has prayed for the Commission and stated that the whole country watches Stuart, heard complaints about anger and fights; encouraged the board not to cut employees.
2. Althea Wiley - Stuart; Commented in appreciation of how the City is cared for, while

recently away from Stuart, recognized how nice home is; don't take advantage of those residents that elected you.

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

Commissioner Clarke

- Commented on budget time; complimented the City's hard-working CRA Director.

Board Member Brechbill

- Commented he thinks the City should keep the millage rate up.
- Commented he fully supports the City joining the lawsuit against the State on SB180 Home Rule. Stated he does not want to break the law up to that point and would like to see the projects that would have been approved under the old laws as well as the new laws.

STAFF UPDATE

1. UPDATE ON CONSTRUCTION PROJECTS CURRENTLY UNDERWAY WITHIN THE CRA

Pinal Gandhi-Savdas, CRA Director, provided a presentation update on the Riverside Park Neighborhood Improvement and Mike Mortell, City Manager, provided some clarification on the Riverside Park Project.

Ms. Gandhi-Savdas continued with updates on the Downtown Undergrounding and Seminole Streetscape Improvements.

CJ Roady, Burkhart Construction, came forward and noted that it is too premature to identify specific locations under budget.

Milton Leggett, Public Works Director, provided a status update of the amphitheater project in Memorial Park, with a construction completion date of June 2026. Jim Chrulski, Community Services Director, provided the amphitheater park capacity.

Ms. Gandhi-Savdas concluded with a brief status of the Project Lift Project.

ADJOURNMENT

4:37 PM

Mary R. Kindel, City Clerk

Campbell Rich, Chair

**Minutes to be approved at the CRA
Meeting this 8th day of September, 2025.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Agency**

Meeting Date: 9/22/2025

Prepared by: Pinal Gandhi-Savdas

Title of Item:

CRA BUDGET AND CIP FOR FY 2026 (RC):

RESOLUTION No. 06-2025 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA ADOPTING THE CRA BUDGET OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR (FY) BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND APPROPRIATING CAPITAL BUDGET FOR FY 2026 AND PROVIDING FOR A FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR PROJECTS WITHIN THE COMMUNITY REDEVELOPMENT AREA BOUNDARIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The proposed FY 2026 CRA budget is prepared using the proposed millage rate of 6.5614 for the County and 4.9000 for the City of Stuart. The CRA has the responsibility to budget and appropriate funds for capital improvement projects it proposes to implement within the CRA boundaries. The CRA has appropriated funds for capital projects as set forth in the Five-year Capital Improvement Plan (CIP) for capital projects within the CRA boundaries.

The CRA's taxable value is \$940,533,368 million for FY 2026, which represents a \$56,580,022 million increase in the CRA incremental value from FY 2025. The current estimate of combined ad valorem revenues generated from the incremental tax base throughout the CRA will be approximately \$6,986,712 million for FY 2026 compared to \$6,332,516 in FY 2025.

Staff seeks approval of Resolution No. 06-2025 CRA adopting the FY 2026 CRA budget based on a preliminary budget prepared and presented and the CRA Capital Improvement Plan for Fiscal Years 2026-2030. The plan is consistent with current and ongoing projects, as well as future potential projects that would be funded from Tax Increment Revenues.

Funding Source:

Tax Increment Financing (TIF) Revenue and Grants

Recommended Action:

Approve Resolution No. 06-2025, adopting the CRA budget for FY 2026 and Capital Improvement Plan (CIP) for Fiscal Years 2026-2030.

ATTACHMENTS:

1. R06-2025 CRA - Adopt Budget for FY 2026
2. 2026 CRA Budget - Revenues and Appropriation
3. CIP FY 2026



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION No. 06-2025 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF STUART, FLORIDA ADOPTING THE CRA BUDGET OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR (FY) BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND APPROPRIATING CAPITAL BUDGET FOR FY 2026 AND PROVIDING FOR A FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR PROJECTS WITHIN THE COMMUNITY REDEVELOPMENT AREA BOUNDARIES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, it is necessary and proper, and in some instances required by Florida law, to establish the budgetary spending plans (annual budgets) for the CRA funds of the City of Stuart for the fiscal year beginning October 1, 2025, and ending September 30, 2026, to properly reflect anticipated revenues and required appropriations.

WHEREAS, CRA has the responsibility for financial planning of comprehensive five-year Capital Improvement Plan for capital projects within the Community Redevelopment Area boundaries.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA that:

RESOLUTION No. 06-2025 CRA
ADOPT CRA BUDGET for FY 2026 AND CIP

SECTION 1: The CRA of the City of Stuart hereby adopts the budget, attached hereto, for the FY beginning October 1, 2025, and ending September 30, 2026, as follows:

(a) There is hereby appropriated from the CRA of the City of Stuart for the above-described FY the total sum of Twenty Million, Five Hundred Four Thousand, and Nine Hundred Twenty-Nine (\$20,504,929) Dollars to provide for the annual budget of the CRA Fund.

SECTION 2: The CRA hereby adopts its FY 2026 capital budget setting forth a Five-Year Capital Improvement Plan for projects within the Community Redevelopment Area boundaries.

SECTION 3: This Resolution shall be effective immediately upon adoption.

Board Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Board Member _____ and upon being put to a roll call vote, the vote was as follows:

CAMPBELL RICH, CHAIRPERSON
EULA R. CLARKE, BOARD MEMBER
CHRISTOPHER COLLINS, BOARD MEMBER
LAURA GIOBBI, BOARD MEMBER
SEAN REED, BOARD MEMBER
FREDERICK JAMES, EX-OFFICIO BOARD MEMBER
MARK BRECHBILL, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

RESOLUTION No. 06-2025 CRA
ADOPT CRA BUDGET for FY 2026 AND CIP

ATTEST:

MARY KINDEL
CITY CLERK

CAMPBELL RICH
CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Account Name	Proposed 2026 Budget	Itemization	Description
Permits, Fees, and Special Assessments	\$ 2,700.00		
Other Local Revenues	\$ 4,001,558.00		MC BOCC @ 6.5614 Mills
Interest	\$ 35,000.00		
Other Sources	\$ 13,480,516.52		
Other Sources		\$ 1,423,094.00	FDOT TAP Grant (Riverside Park Neighborhood Streetscape Improvements)
Other Sources		\$ 353,992.00	DEP EPA 319 Water Quality Grant (Seminole Street Project)
Other Sources		\$ 500,000.00	State Appropriation for Guy Davis Park construction
Other Sources		\$ 8,373,399.47	CDBG-CV - Project Lift (received reimb of \$1,917,600.53 as of 05/13/2025)
Other Sources		\$ 667,190.05	CDBG - Housing Rehabilitation (received reimb in the amount of \$82,809.95 as of 05/13/2025)
Other Sources		\$ 1,674,285.00	DEP Water Quality Grant - Stypmann Drainage Improvements
Other Sources		\$ 488,556.00	From Fund Balance
Interfund Transfers In	\$ 2,985,154.00		General Fund @4.9000 Mills
Revenue Total	\$ 20,504,929		
Regular Salaries/Wages	\$ 212,610.00		
Special Pay	\$ 6,840.00		
FICA Taxes	\$ 16,321.00		
Retirement Contributions	\$ 57,980.00		
Life and Health Insurances	\$ 8,764.00		
Workers' Compensation	\$ 368.00		
Professional Services	\$ 230,000.00		
Professional Services		\$ 50,000.00	Professional Services - Planning and Design Services for CRA Small-Scale Projects
Professional Services		\$ 30,000.00	Stypmann Neighborhood Drainage Improvements Final Design (additional appropriation for grant deliverables)
Professional Services		\$ 150,000.00	Tree canopy Enhancement Program - Evaluation, Data Collection, and Master Plan for ROW; Landscape Plan by areas
Travel and Per Diem	\$ 3,000.00		
Communication Services	\$ 150.00		AT&T
Freight & Postage Services	\$ 2,000.00		
Utility Services	\$ 8,400.00		Electric
Rentals and Leases	\$ 500.00		CM Add - Copier Lease
Insurance - General Liability	\$ 3,737.00		
Repair & Maintenance	\$ 214,488.00		
Repair & Maintenance		\$ 204,488.00	Miscellaneous R&M in the CRA
Repair & Maintenance		\$ 10,000.00	Replace Pavillion Roof at Smith/Turner Park
Printing and Binding	\$ 15,000.00		Outreach, Public Notices/Ads in Newspaper
Promotional Activities	\$ 16,000.00		
Promotional Activities		\$ 3,000.00	Miscellaneous community involvement programs
Promotional Activities		\$ 13,000.00	East Stuart Promotional Activities
Other Current Charges	\$ 320,750.00		
Other Current Charges		\$ 10,000.00	Arts & Entertainment Creek District (Mosaic Artwork, Misc.)
Other Current Charges		\$ 2,500.00	Chamber Welcome Guide
Other Current Charges		\$ 8,000.00	Shop Local/Misc
Other Current Charges		\$ 300,000.00	REDA Agreements (Avonlea, Atlantic Point Marina, Elizabeth)
Other Current Charges		\$ 250.00	Adobe Acrobat

Office Supplies	\$	2,086.00	
Operating Supplies	\$	20,000.00	Miscellaneous Community Improvements
Books and Memberships	\$	2,975.00	
Books and Memberships		\$	500.00 APA Membership Fees
Books and Memberships		\$	175.00 District Fees for CRA
Books and Memberships		\$	1,000.00 FL Redevelopment Association Conference
Books and Memberships		\$	1,200.00 FRA Membership Fees
Books and Memberships		\$	100.00 Young Professional of Martin County Membership
Training	\$	1,000.00	
Indirect Costs	\$	47,803.00	
Infrastructure Expense	\$	17,999,079.54	
Infrastructure Expense		\$	1,896,649.72 Project LIFT at 710 SE MLK Blvd; Demo and Construction Reimbursed for acquisition; engineering; appraisals, environmental; admin fees; PO issued for contractor in FY 2025 with BA
Infrastructure Expense		\$	10,000,000.00 Guy Davis Community Park CM increase from \$7M to \$10M
Infrastructure Expense		\$	4,000,000.00 Stypmann Neighborhood Drainage and Sidewalk Improvements/CEI Services
Infrastructure Expense		\$	100,000.00 Tree Canopy Enhancement Program within ROW - Installation
Infrastructure Expense		\$	498,821.46 Downtown Undergrounding Project - Unspent budget from FY 2025 (Utilities fees - AT&T, Comcast, permits)
Infrastructure Expense		\$	410,058.36 CDBG Housing Rehab (5 homes completed, paid, and Reimb requested; admin fees, environmental)
Infrastructure Expense		\$	193,550.00 Riverside Park Neighborhood Improvements
Infrastructure Expense		\$	700,000.00 CM Add Skateboard Park
Infrastructure Expense		\$	200,000.00 CM Add - Memorial Park Phase 4 Completion Costs
Aids to Private Organizations	\$	261,500.00	
Aids to Private Organizations		\$	50,000.00 Business Improvement Reimb Program (BIRP)
Aids to Private Organizations		\$	20,000.00 Brush With Kindness/SELF Program
Aids to Private Organizations		\$	20,000.00 Mural Matching Grant Program
Aids to Private Organizations		\$	20,000.00 Residential Street Tree Program
Aids to Private Organizations		\$	20,000.00 Residential Facade Improvement/Paint Up Program
Aids to Private Organizations		\$	25,000.00 Heirs' Property Assistance Program
Aids to Private Organizations		\$	25,000.00 Landscape Improvement Grant Program
Aids to Private Organizations		\$	10,000.00 Stuart Training School Documentary
Aids to Private Organizations		\$	70,000.00 Stuart Mainstreet Agreement
Aids to Private Organizations		\$	1,500.00 NAACP
Intragovernmental Transfers	\$	962,195.00	
Intragovernmental Transfers		\$	224,880.00 Tram Service CM Adjust from \$194,860 to \$224,880 to match 2026
Intragovernmental Transfers		\$	23,000.00 Parking Management System Software Support - Recurring Expense
Intragovernmental Transfers		\$	35,000.00 FEC RR Crossing Leases to 001-230
Intragovernmental Transfers		\$	2,791.00 FEC Ad Valorem 2 of 2 Parts to 001-230
Intragovernmental Transfers		\$	4,636.00 FEC Parking Property Tax 1 of 2 Parts to 001-230
Intragovernmental Transfers		\$	100,000.00 Safety Zones Design to 001-230
Intragovernmental Transfers		\$	56,388.00 FEC Crossing Maintenance and Leases in General Fund
Intragovernmental Transfers		\$	90,500.00 Various projects in 001-220 and 001-230, downtown urns, landscaping, mangrove trimming, paver brick, sidewalk staining, decorative street globes, et al.

Intragovernmental Transfers		\$ 425,000.00	Courtesy Dock Wave Attenuator PPW00394 (Transportation Impact/FIND Grant/CRA) after \$30,000 from FIND, 50/50 Impact Fees and CRA
Contingencies	\$ 91,382.00		
Appropriations Total	\$ 20,504,929		

Capital Improvement Projects (CIP) Budget Summary

PROJECTS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Guy Davis Community Park 21045901											
Phase I Site Plan		\$344,517									
Phase II Final Design				\$370,000							
Park Construction							\$10,000,000				
Skate Park							\$700,000				
Downtown Undergrounding											
Phase I Design - Seminole Street - 20038901	\$49,991										
Phase II Design - Osceola - 22038902			\$174,554								
Construction of Phase I and II - 22038903						\$6,042,620					
CEI						\$313,620					
Building Permit and Utilities Fees						\$53,151	\$498,821				
Riverside Park NBHD Improv 20041801											
Conceptual	\$21,500										
Design	\$100,000										
Construction (TAP Grant Reimb)					\$2,506,450		\$193,550				
Willie Gary Prop Acq., Demo, New Const.											
Acquisition (CDBG-CV Grant Reimb) - 048901					\$1,617,476						
Appraisals, Environ, Eng, Admin, Demo, Const. (CDBG-CV Grant Reimb) - 048902				\$30,700	\$269,424	\$6,805,624	\$1,896,649				
Stypmann Drainage and Sidewalk Improv											
Design				\$152,000			\$30,000				
Construction							\$4,000,000				
Tree Canopy Enhancement Program Within ROW											
Evaluation/Data/Master Plan							\$100,000				
Landscape Plan by Planning Area							\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

Capital Improvement Projects (CIP) Budget Summary

Construction								\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
PROJECTS	2020	2021	2022	2023	2024	2025		2026	2027	2028	2029	2030
Triangle District 21046801												
SE Dixie Highway Conceptual			\$44,500									
SE Dixie Highway Design			\$60,500			\$30,000						
SE Dixie Highway Construction (TAP Grant Reimb)									\$1,500,000			
Osceola Street Extension												
Design									\$100,000			
Construction										\$1,000,000		
MLK Blvd Complete Street 21045001												
Conceptual	\$20,000											
Design			\$450,000									
Construction										\$5,000,000		
Bayou Pedestrian Bridge												
Design									\$100,000			
Construction										\$2,000,000		
Triangle District Streetscape - Phasing												
Design									\$400,000			
Construction											\$4,000,000	\$4,000,000
East Stuart Neighborhood Streetscape - Phasing												
Design									\$400,000			
Construction											\$2,000,000	\$2,000,000
10th Street Community Center - Rehab												
Design										\$150,000		
Construction												\$2,000,000

Capital Improvement Projects (CIP) Budget Summary

PROJECTS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
10th Street Streetscape/Gateway Signage											
Design									\$200,000		
Construction											\$3,000,000

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Agency

Meeting Date: 9/22/2025

Prepared by: Pinal Gandhi-Savdas

Title of Item:

CDBG HOUSING REHABILITATION GRANT PROGRAM

Summary Explanation/Background Information on Agenda Request:

This matter was placed on the agenda at the direction of the City Commission. During the September 8, 2025 meeting, staff informed the board that it had not heard from the Hamiltons and did not have anything to include on their behalf. The Commission directed staff to schedule for September 22, 2025. Staff has requested input from the Hamiltons and in an email sent to the City Commission on Saturday September 6, 2025, the Hamiltons stated that they did not want a presentation before the board but instead wanted to present a scope of services to the board and Florida Commerce. At the time of publication of this agenda, the Hamiltons had not provided anything to include in the agenda item. In 2019, the Community Redevelopment Agency (CRA) began the application process to qualify for the Community Development Block Grant (CDBG) Housing Rehabilitation Grant Program. The CDBG program provides funding to carry out a wide range of community development activities toward neighborhood revitalizations, economic development, and improved community facilities/services. The proposal to pursue funding from the Florida Small Cities CDBG program was derived from a 2018 Housing Report which revealed that 78% of the housing stock in the City of Stuart was constructed prior to 1989. According to the report, the average homes were over 30 years old and many were in need of rehabilitation and renovations due to deferred maintenance as well as the needs for renovations to assist those that were aging in place and needed financial assistance to update their homes. Older homes often face challenges when seeking equity loans because the owner is retired and on a fixed income or the condition of the home itself creates too much risk to meet minimum standards for financing. Applying for the Federal Grant allowed the CRA to assist qualifying CRA residents with funding in amounts up to \$80,000 dollars per project without the requirement for the homeowner to borrow any money for the improvements or pay any matching funds.

There were two public hearings held on May 26, 2020, and August 10, 2020. During the process to authorize the City to apply for the CDBG funds, the City Commission approved a \$50,000 match to leverage funds for the CDBG application and Housing Rehabilitation activities via Resolution No. 03-2020 CRA. On August 10, 2020, the City Commission authorized staff to apply for the CDBG Housing Rehabilitation Program and approved the Housing Action Plan, which is the manual for implementing the CDBG Housing Program, by Resolution No. 95-2020. As part of the process, the City Commission also approved Request for Proposals (RFP) #2020-103 and , Guardian was awarded the contract as the top-ranked firm by Resolution No. 45-2020.

On July 12, 2021, the Florida Commerce f.k.a. Florida Department of Economic Opportunity (FDEO) awarded a grant to the City of Stuart CRA in the amount of \$750,000 and the formal agreement was executed on October 4, 2021. Mr. and Mrs. Hamilton submitted an application for CDBG funding on March 22, 2022. Additional information was requested and received on April 6, 2022. During the submittal process, all of the residents that were applying for grant funding were advised that a contractor of their choice could submit a bid but had to be pre-qualified and go through the competitive bid process which is a procurement requirement of the CDBG program.

The original scope of work for the Hamilton's property is attached. The Hamiltons authorized the City to publish a request for proposals to perform the work described in the original scope, which consisted of the

following: Attic Insulation - Blown insulation to all accessible areas in the attic; replace the roof covering and up to 15% of the sheathing or decking. Any decking in excess of 15 percent would have to be addressed by change order; replace the exterior doors and twenty windows. The proposal and scope of work did not include any structural components. It also did not include any interior construction or any modification of the attic, ceilings or walls.

The Invitation to Bid for the first six home units was released on September 11, 2023, and a mandatory pre-bid meeting was held in the Commission Chambers at City Hall on September 18, 2023. The contractors had to be pre-qualified first to submit sealed bids.

Hamilton's scope of work and bid package incorporated language that rehabilitation work relating to material and aesthetics adhering to the requirements outlined in the State Historic Preservation Office (SHPO) letter dated December 1, 2023. Hamilton's project received two bids, and the applicant chose the lowest bid in the amount of \$57,330 from Patriot Response Group. The Home Owner was allowed to select the compactor from those that bid their project. The Hamilton's selected Patriot Response Group and signed a contract on December 19, 2023.

The scope of work and environmental package was submitted to Florida Commerce for review and the city received approval for the project in January 2024. The Notice to Proceed was issued in March 2024 and building permits were obtained in April 2024. There was one change order for additional work required to complete the roof for Hamilton's project because 45% of the underlying wood had to be replaced and any more than 15% required a change order. The roof has been completed and passed final inspection.

Following the roof installation, the contractor began working on the windows' installation. The size of the glazing on the windows became an issue because the modern hurricane windows had wider framing which would result in smaller glass area which would in turn reduce the natural light entering the structure. During discussions with the owners, it was decided that a larger window would be used which would result in the glazing ending up the same size as the originals. A representative from Guardian and a contractor were on site with the homeowner during the installation and approved the first 2 windows.

After getting the satisfaction from owner from the first two windows, the contractor returned and began the installation of the remaining windows according to the plan and initial approval from the homeowner. The homeowner was present during installation processes. During the window installation, the City Building Official failed the inspection due to lack of the required Notice of Acceptance (NOA) that certifies a building product. Shortly thereafter, Patriot Group informed the owners that it would be spraying the insulation into the attic pursuant to bid. When contractor returned to the property, the owner had removed the ceiling and portions of the walls which prevented the contractor from spraying insulation because there was no longer a ceiling and the insulation would just fall into the living area of the house. Upon seeing the ceiling and portions of the walls removed, the contractor contacted the City. When the Building Official observed the condition of the structure, he recommended obtaining a structural engineer to inspect the studs around the windows as well as the structural integrity of the home.

A structural engineer was schedule to perform an inspection and he arrived, the contractor from Patriot Group was also present and the two spoke while walking toward the Hamilton's property. Mr. Hamilton claimed that the Patriot Group had "poisoned the well" by speaking to the engineer and the dispute escalated to such a level that the engineer left before performing any inspection. The dispute continued when Guardian arrived on site. Following the dispute, Patriot sought to withdraw from the project and Guardian recommended to the city that the contract be canceled between Patriot and Hamilton. The Hamiltons did not want Patriot to perform any additional work and therefore the termination of this contract was mutual. The city notified Florida Commerce about circumstances relating to the Hamilton's project. Hamilton's filed a complaint to Florida Commerce regarding the work performed by Patriot and program administration, which was the City and Guardian. Because of the complaints raised by the Hamiltons, Florida Commerce recommended sending the completed roof and windows to the State Historic Property Office (SHPO) for review. Patriot agreed to wait for final payment until the dispute was resolved and agreed that it would not file a lien against the property during the resolution. However, the Hamilton's filed a complaint against Patriot with the Department of Business and Professional Regulation

(DBPR), and Patriot responded by filing a Contractors Lien against the property. After investigation, the DBPR closed the Hamilton complaint with no violations found. Florida Commerce instructed the City of Stuart to use the required \$50,000 dollar match to satisfy the lien and immediately have it removed. A payment of \$46,490 was made to Patriot for completed work and the lien was removed.

On November 22, 2024, SHPO provided a letter stating that the replacement windows are larger and do not match the material or scale of the original windows. However, in the letter, SHPO provided mitigation options that could avoid or minimize adverse effects on historic properties, including 1) Public Interpretation (sign), 2) Historical Context Statements and Narratives, 3) National Register of Historic Places Nomination or 4) Digital Photography Package. During this time period the Hamiltons were making regular appearances at the City Commission meetings and demanding that the windows be replaced. The city informed the Hamiltons and Florida Commerce that it would not object to replacement windows as long as they were covered by Florida Commerce. The replacement windows were submitted to SHPO for pre-approval. When the City submitted the invoice for the original windows to Florida Commerce, it was rejected. Upon being notified that the windows were not going to be reimbursed, the City Manager took the position that the agreement for replacement was based upon the entire resolution being paid by Florida Commerce. If Florida Commerce was going to reject the payment, then the City of Stuart would select the mitigation process as recommended by SHPO.

In a letter dated January 14, 2025, SHPO formally granted final approval for the completed roof work based on the information and confirmed that conditions outlined in SHPO's original 2023 correspondence have been met pertaining to the roof.

Florida Commerce continued to discuss the payment of the replacement windows with the City of Stuart and the City and Guardian began preparing a new scope of work that would include replacement windows. However, the Hamiltons insisted that they be allowed to obtain their own contractor to review the work and provide a scope of services for the replacements. In order to move forward and resolve the issues with the windows, Florida Commerce and the City agreed that the Hamilton's obtain a detailed proposal from a licensed professional outlining the exact material and specs for the window replacement. The Hamiltons consulted with more than one contemporary but ultimately provided specs and estimates from McKee Renovations, which was submitted to SHPO for review. In a letter dated February 19, 2025, SHPO approved the proposed window replacement specs and confirmed that they matched the previously existing windows in scale and design. It should be noted that the windows are made from the same material that was the subject of the objection by the Hamiltons.

Prior to moving forward, it was still necessary to obtain a report from a structural engineer because extensive structural work had been performed on the structure. The Hamiltons would not allow the City or Guardian to recommend an Engineer and therefore it was agreed that Hamilton's would select a structural engineer of their choice to inspect the property and provide a report. A Structural Engineer Inspection Report was submitted to the city on May 15, 2025. At no time was it ever discussed by the City that the Structural Engineer would expand the scope of the project. The purpose for the engineer was to ensure that the structure could withstand having the current windows replaced and new windows installed.

Upon receipt of the Scope of Services provided by the Hamilton's window contractor, McKee Renovations, Guardian prepared a re-bid scope of work, and the proposal was submitted to Hamilton's for review and feedback on June 24, 2025. The prices were removed from the Hamilton's scope so that it could be used to publish an RFP to move forward. The Hamiltons sent several emails and accused the City of inappropriate behavior for using their documents and removing the contractor's name and prices. The City of Stuart was trying to work with Florida Commerce to find a solution to the concerns of the Hamiltons but was unable to do so.

In a recent email from Florida Commerce, Hamilton's were advised that all construction activities must be completed by the Agreement expiration date of January 31, 2026, and the scope of work should be agreed upon by September 4, 2025. In addition, the email made it very clear that the project must be competitively bid in accordance with Federal Regulations and State Law. Pursuant to Florida Statutes s.

119.071(4)(d)2.a., an exemption applies to these records.

Funding Source:

Community Development Block Grant and CRA Matching Funds

Recommended Action:

ATTACHMENTS:

1. CDBG Bid Acknowledgment and Original Scope of Work-
2. _REBID Scope of Work -
3. Housing Action Plan for the City of Stuart

**THE CITY OF STUART
CDBG-HR
HOUSING REHABILITATION PROGRAM
OWNER BID REVIEW AND APPROVAL SHEET**

Homeowner: Robert Hamilton

Co-Owner: Olga Hamilton

Rehab Site Address: [REDACTED]

Project Cost Estimate: <u>\$55,000.00</u>	(+15%) <u>63,250.00</u>	(-15%) <u>46,750.00</u>
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Bids submitted on **October 2, 2023** for the rehabilitation work of the above referenced property are listed in the tabulation matrix below:

NOTE: Owner shall mark with initials their choice of contractor from the matrix below. Should the owner chosen contractor fall outside of the established project cost estimate eligibility range, the lowest responsible bid submission shall be recommended per HAP Policy. If the owner rejects or does not accept the recommendation, He/She/They may request a re-bid of their project. The Re-bid request must receive City approval. Should the homeowner(s) wish to remove (with valid reasoning) any contractor from the provided contractors list or bid submission matrix above from award consideration: The contractor's name and reason for removal should be listed in the comment section below.

Submitting Contracting Firm	Submitted Bid Total (In Ascending Order)	Contractor Approval By Homeowner
*Patriot Response Group	\$57,330.00	<i>RH OH</i>
A2B Development, LLC	\$67,780.00	
The GA Group	No Submission	
*KIB Construction Corp	No Submission	

**KIB and Patriot are registered W/MBE contractors. In accordance with the HAP, as applicable or as needed bids submitted by each firm were evaluated with 10% incentive reduction.*

All bid submissions were reviewed by: Antonio Jenkins of Guardian CRM, Inc; Hereafter "Reviewer"
 Reviewer determined the lowest responsible bid as follows: **Patriot Response Group**

- Owner(s) hereby accept the recommended bid listed above & as marked by their initial(s).
 Owner(s) hereby rejects all bid submissions-requests a re-bid with without SOW changes.
 Owner(s) hereby rejects all bid submissions and wishes to withdraw from the CDBG Program.

Comments: _____

Owner(s) by signature below attest that they have reviewed and understand the above bid approval and selection process. Further, owner(s) understand that the selection is not binding until the end of the provided three (3) day rescission period.

<i>Robert Hamilton</i>	<u>12-19-23</u>
Owner	Date
<i>Olga Hamilton</i>	<u>12/19/23</u>
Co-Owner	Date

CITY OF STUART
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHAB PROGRAM
SCOPE OF WORK (SOW) & Work Write-up

Client:	Robert & Olga Hamilton	Date:	August 2023
Address:	[REDACTED]		

Home Built in 1935.

- Lead Base Paint Safe Construction Actions ***Does Apply:**
- ACM Actions: ***Does Apply:**
- Mold Actions: May Apply:

**This unit was constructed pre-1978: Take Notice of any material that may contain Regulated Asbestos Containing Material (RACM), Lead Based Paint (LBP) or Mold and follow all safe LBP and ACM recommended actions for safe repairs and/or disposal. If there are not attachments pertaining to RACM, LBP, or Mold it is not reasonable to assume that no actions are required.*

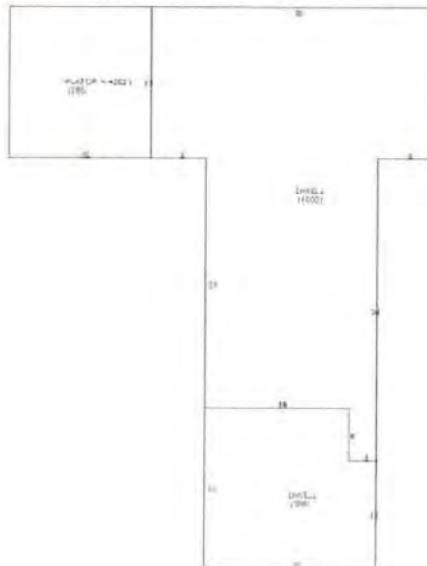
Parcel ID: [REDACTED]

Property Description: [REDACTED]

PA Market Total Value: \$339,690.00

Item	System	Description of Work	Location	Price	Contractor Initials
Project Note	REHABILITATION	Special attention should be directed to all contractor obtained LBP/ ACM/Mold reports regarding Lead Base Paint, Asbestos, and/or Mold. Any recommendations included in the reports regarding such material shall become part of the Work. LBP Outcome: N/A ACM Outcome: N/A	Unit	\$750.00	JF

-----EXISTING DWELLING FOOTPRINT-----



PROJECT OPERATIONAL STANDARDS AND NOTIFICATION

A. GENERAL PROJECT INFORMATION

All Housing Rehabilitation Program inspections are considered as complete as possible based on the condition of the home at the time of the Pre-SOW inspection. All defects may not be accessible and/or visible at the time of inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Housing Rehabilitation Program nor its agents or representatives are responsible for unseen items. Not all items that are determined to contain non-code or HQS defects will be listed in the SOW. Priorities governed by the applicable program Housing Assistance Plan and implemented by the CDBG Program Administrative team, including but not limited to the Program HRS, the Program Inspector or Program project Manager.

Project inspections and SOW's are developed based on the following criteria:

1. Code deficiencies- Health and safety of the client
2. HQS deficiencies-Health and safety of the client
3. Items to protect the home from increased or further deterioration or blight
4. Needs of the client based on age and./or disability
5. Energy saving measures
6. Weatherization and/or hardening measures (as applicable and allowable by the program HAP)
7. Program budget availability (as applicable and allowable by the program HAP)

B. OWNER(S) ACCEPTANCE OF THE SCOPE OF WORK

The undersigned applicant(s) certifies that he/she or an appointed agent were and are aware of the pre-SOW inspection that was performed prior to the development of the final project Scope of work. Furthermore, the applicant or his/her appointed agent acknowledge participation in the inspection process and rehabilitation items reviewed and utilized in the development of this Scope of Work (SOW).

Applicant/Homeowner understands that he/she will be responsible for removing or relocating all personal items prior to the commencement of project rehab work. In cases where contractors are required to move personal items, the applicant/homeowner accepts all liability for any and all damaged items that may occur during any such removal and/or relocation. This shall not be the responsibility of the Housing rehabilitation program nor any of its direct agents.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

It may be necessary to add or remove items from the SOW based on need and budget availability.

I have read and acknowledge understanding of the statements above:

Owner (Signature) _____ Date: _____

Co-Owner (Signature) _____ Date: _____

C. NOTICE TO BIDDING CONTRACTORS

ALL COSTS SHOULD BE INCLUDED IN THE BID DOC (SOW) LINE ITEMS. THIS IS A GENERAL NOTIFICATION OF INFORMATION FOR WORK TO BE COMPLETED WITH AND FOR THIS PROJECT

PREFACE:

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this SCOPE OF WORK (SOW). It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the housing department or other department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

All work to be performed in a workmanlike manner, in accordance with the Housing Program Specifications, Florida Building Code, local ordinance, HOA requirements, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. Bid will be accepted on the **TOTAL BID** submitted, and all items must be cost itemized in the space provided or the bid will be rejected.

SCOPE OF WORK and CHANGE ORDERS

No contractor shall, without prior written approval from the Housing Rehabilitation Specialist, Project Manager, or Housing Program Administrator, deviate from any product recommendations listed within this Scope of Work. A notice of "or equal" exchange shall be provided to the Project Manager within forty-eight (48) hours of the proposed "or equal" substitution.

This notice shall contain: (1) The names of both the SOW recommended product and proposed substitute product name and specifications; (2) Comparable manufacturer specifications list, included but not limited to price, warranty information, consumer review reports; (3) Any additional information requested by the Housing Program and/or its agents.

Failure to provide any required notification will result in a violation of the terms and conditions of the SOW and Work Rehabilitation Contract and a loss of payment on the substituted product if it is not replaced with the SOW specified product. Approval will NOT be granted under any circumstance on or after the fact basis. All change order must be approved by the owner, Project Manager, and approved housing program representative before any change order work can begin. Change orders will be granted as the program rule(s) and budget will allow. Primarily for code, HQS, and other health & safety deficiencies not already considered a part of the SOW.

VERIFY QUANTITIES/MEASUREMENTS:

All Quantities and Units of Measure stated in the Scope of Work are for the contractor's convenience and must be verified by the contractor at a mandatory or follow-up site inspection prior to bid submission. Discrepancies in Quantities or Units of Measure found by the contractor must be communicated to the Housing Rehabilitation Specialist or Project Manager prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored after the bid submission and rehab contract execution.

ALL PERMITS REQUIRED

The contractor shall initial below for any permits that he/she will apply for relating to this project scope of work. Failure to initial may result in an unacceptable bid:

_____ Building; _____ Zoning; JF _____ Roofing; _____ Plumbing
_____ Electric; _____ HVAC; _____ Other (list other below as applicable):
JF _____ Windows/Doors

JOB BEHAVIOR

Contractor and all contractor subs are expected to act and perform in a professional manner. The work site shall be a drug and harassment free workplace. Failure to comply may result in the owner terminating the contract for cause.

NEW MATERIALS REQUIRED

All materials used in connection with this project are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Housing Rehabilitation Specialist or Project Manager.

PERIODICALLY REMOVE DEBRIS

The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters

WORKMANCDBG STANDARDS

All work shall be performed by workmen both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage. All bids to include the repair/repaint to match existing, all damaged (plaster, stucco, Tile, or any other material), walls, ceilings, floors, fixtures, appliances, ECT... affected by construction.

The contractor will provide all material and shall be responsible for covering all homeowner belongings, including flooring that cannot be moved during rehabilitation: this is not the owner's responsibility: Daily clean-up within and around the home is required and material will be the responsibility of the contracting firm: substituting items to upgrade cabinet heights is prohibited.

It is at the discretion of the Housing Rehabilitation Specialist and/or Project Manager to approve or deny the quality of work on all projects. Poor workmanship will not be accepted and will need to be approved prior to any partial or final payment.

GENERAL WARRANTY

The contractor shall provide a 1-year workmanship and material (5 years for roof) warranty for all work performed via the Scope of Work and any approved change orders. The contractor shall remedy any defect due to faulty material or workmanship and assume responsibility for all damage directly resulting therefrom, which appear within one year from final inspection. Further, the contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

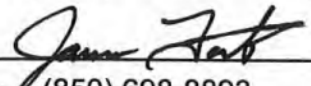
TIME AND PERFORMACE

This house may or may not require the homeowner to vacate the premises during the construction period. The period for Construction shall be 120 Calendar days (Mon-Sun: 8am-6pm) from the date of contract execution and acceptance.

The contractor shall contact, either by phone or electronic communication (text or email), the homeowner at least once per week to provide project progress updates. Failure to contact the owner for two (2) consecutive weeks will result in a \$50 per week credit back to the owner's assistance availability or the CDBG program in general.

The above applies to all line items associated with this Scope of Work:

NOTE: Signature required for acknowledgment of Notice to Bidding General Contractors

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the Housing Rehabilitation Program.	
Contractor's Name (Print Name): <u>James Foster</u>	Contractor's Signature: <u></u>
Contractor's Address: <u>2770 Indian River Blvd., Suite 501, Vero Beach, FL 32960</u>	Contractor's Phone Number: <u>(850) 698-8893</u>

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

CITY OF STUART
HOUSING REHAB PROGRAM

CDBG Rehabilitation Scope of Work and Specifications
(Work Listed Below)

Project introduction: This project is listed as a state certified home of historic significance. The scope of work and all rehabilitation shall be in accordance with required state historic mandates relating to material and aesthetic. The assigned state historic ID number is: MT00346. The Florida Master Site File information can be provided upon request.

Description: Project Operation	Qty.	Location	Item Price
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1. OPERATIONAL	All	Project	\$ 1,250.00
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The contractor shall be responsible for and provide all applications, permits, plans, drawings, product approvals, or other required local, state, or federal, documentation (To include all applicable Fees, A&E, etc.).

1a. MANUALS & SPECIFICATION DOCUMENTS	All	Project	\$N/A
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The contractor shall supply, at the time of the final CDBG Program inspection, all manufacturer manuals and specification booklets/packets for all supplied and installed products listed within the Scope of Work. Failure to do so, may result in a failed final CDBG Program Inspection.

Line-item Notes

NOTE 1: To Include all applicable Plans, Drawings, and Permits, & approved building department docs.

1b. MANUALS & SPECIFICATION DOCUMENTS	All	Project	\$N/A
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The contractor shall supply, at the time of the final CDBG Program inspection, all manufacturer manuals and specification booklets/packets for all supplied and installed products listed within the Scope of Work. Failure to do so, may result in a failed final CDBG Program Inspection.

Line-item Notes

NOTE 1: To Include all applicable Plans, Drawings, and Permits, & approved building department docs.

1c. GENERAL REPORTING	All	Project	\$ 500.00
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The contractor shall contact, either by phone or electronic communication (text or email), the homeowner at least once per week to provide project progress updates. This shall be documented via an every **Monday Email Report (MER)** to the project manager: Failure to contact the owner and/or provide the MER for two (2) consecutive weeks will result in a \$50 per week credit back to the owner's assistance availability or the SHIP program in general. This credit shall be applied at every failure of compliance occurrence.

Line-item Notes

NOTE 1: Failure to place a cost for this line item will not exclude the contractor from the responsibility and required stated therein.

Description: Exterior Rehab-General	Qty.	Location	Amount
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2. ATTIC INSULATION	All	As Listed	\$ 2,900.00
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Access the attic and install new high density, partially recycled, natural fiber, blown Insulation to minimum R-30 rating in all accessible areas in unit's attic to allow for sound absorption and aid in the prevention of loss of heated and/or cooled conditioned air. (Recommended Product: Owens Corning or equal in value and quality)

Line-Item Notes

NOTE 1: Bid to include removal of any top level molded and/or damaged existing insulation that may exist.

2a. ROOF	As-Listed	Dwelling	\$ 19,090.00
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Remove existing roof covering (Complete Dwelling sloped Roof Span-excludes detached carport @ left elevation) including all deteriorated surface material. Strip the roof down to the sheathing/decking. Replace sheathing and/or decking not to exceed (15%); any replacement above 15% will be addressed by change order with appropriate back-up. The applicable roof span(s) are to be re-fastened using faster type and spacing distances that are in accordance with the current Florida Building Code requirements. Any replaced roof sheathing and the new roof covering shall be re-attached (if code allows) identically to the existing fastener and/or attachment method. The entire new roof system shall conform to building code and jurisdictional requirements. **No fasteners shall penetrate exposed surface areas, fascia or drip edge.**

Install Owens Corning PSU30 high temperature self-adhering modified metal underlayment back nailed to code and replace existing roof covering with new, Extreme Metals 1" concealed fastener 24ga. painted "KYNAR REGAL RED" metal roof system to code with 1" panhead screws every 6" around in the field and 16" around the perimeter. The ridge vent system shall consist of a perforated "Z" flashing along the ridge at the existing. Installation shall include new neoprene boots and aluminum gooseneck painted to match the "KYNAR REGAL RED" color.

Line-Item Notes:

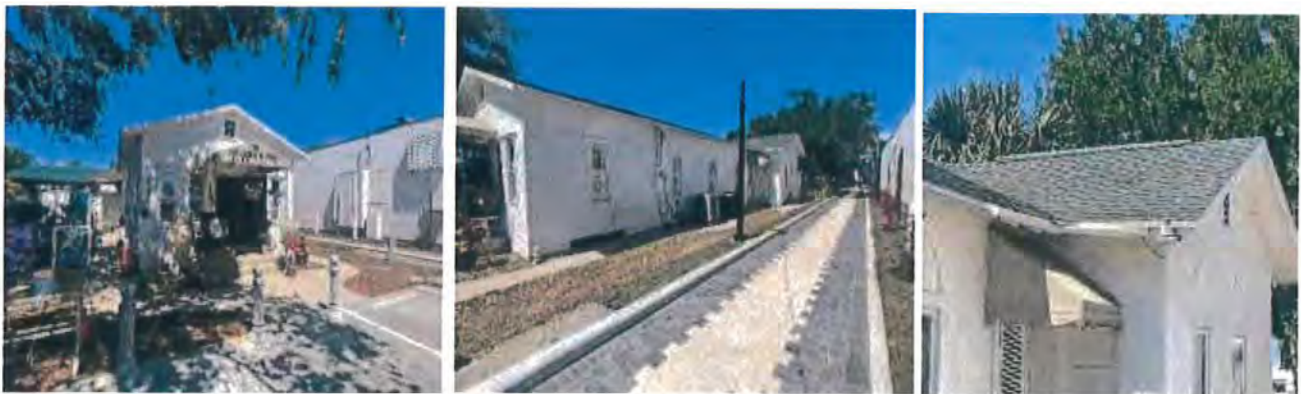
NOTE 1: Prior to submitting this bid...all bidding contractors shall ensure with the building department and note the slope of the roof to ensure that metal roof installation can be utilized per this scope of work.

NOTE 2: Contractor shall submit an affidavit to the inspector to the effect that the sheathing/decking nail fastening specification described in this line item has been met. This item will have a mandatory inspection with the rehabilitation inspector.

NOTE 3: The final installation shall include 24ga. painted "KYNAR REGAL RED" 2-1/2" bullnose drip edge and "W" valley w/ cleat metal nailed off to code with 1-1/4" ring shank nails.

NOTE 4: Contractors are responsible for price consideration for removal and disposal of any areas of the applicable roof spans where there is a double layer or more of existing roof covering present.

NOTE 5: The entire roof is to be re-fastened using faster type and spacing distances that in accordance with the current Florida Building Code requirements. The CDBG Department will require an in-progress visual inspection be performed and approved by the CDBG Inspector. Where the existing shingle roof covering and decking are in stable, non-leaking condition, the metal roof covering may be installed on top of said shingles/decking.



Description: Exterior Rehab-General	Qty.	Location	Amount
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3. WINDOWS	As-Listed Dwelling	\$ 29,000.00
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Remove Twenty (20) existing windows (Front-4; Right-6; Rear-4; Left-6). Replace windows with new **Miami Dade NOA approved Hurricane rated Impact dual pane, single hung energy efficient rated windows with aluminum framed screen. Bathrooms shall have obscure glass.**

Bid to include all code required modifications to openings (anchor framing, buck, sealing, etc...) necessary to accommodate the new windows. **Windows must be energy efficiency rating for the Southern Region (Florida) of the United States:** (Exact window size & dimensions to be determined by contracting firm). Installation to include all required permits, additional anchor framing, hardware, components, and tap cons (**TAP CONS MUST BE WHITE**) to ensure proper and complete installation to current Florida Building Code. (Recommended Product: PGT Win-Guard or equal in value and quality).

Line-Item Notes:

NOTE 1: Contractor shall submit Dade County or Florida Building Code hurricane impact product approval stamped by the building Department of jurisdiction, with this projects close-out package.

NOTE 2: All window colors shall match that of removed units unless otherwise disallowed per code.

NOTE 3: All newly installed windows shall adhere to the standards set by Energy Star for minimum National Fenestration Rating Council (NFRC) ratings for U-Factor and Solar Heat Gain Coefficient (SHGC) for the particular geographic region: (Southern Region: U^1 -factor ≤ 0.40 and $SHGC^2 \leq 0.25$).



3a. ENTRY/EXIT DOORS	As-Listed	3-Units	\$ <u>3,840.00</u>
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Remove the existing primary entry/exit doors (1- ¼ light unit at the front elevation; 1-1/2 light unit at the right elevation; and 1- six panel unit at the left elevation) and install new, hurricane impact rated, energy efficient (for the southern region) door in the listed location(s). The installation shall include jambs, preparation a sufficient door buck to accommodate the new door, casing, and install a new white pre-hung **wood** Hurricane Impact rated, energy efficient door. Door to be weather sealed and painted white. "ETO or approved equal,

Patch & Paint to match interior walls damaged by door installation. (Door size & dimensions to be determined by contracting firm); Installation to include all required permits, additional anchor framing, hardware, components, and tap cons (**TAP CONS MUST BE WHITE**) to ensure proper and complete installation to current Florida Building Code.

Door installation shall include keyed (alike) entry lockset with lever handle (both sides): "Schlage", Flair F51 and matching deadbolt or approved equal, deadbolt keyed one side to the lock set, preinstalled peephole, vinyl bubble weather-stripping, and aluminum threshold.

Door Notes:

NOTE 1: Where a landing is required according to code. In absence of a landing, Contractor shall construct a concrete landing in front of the door as required by code, (or where a landing exists, contractor shall re-construct/modify the existing landing in order to meet code).

NOTE 2: Contractor shall submit Dade County or Florida Building Code hurricane impact product approval stamped by the building Department of jurisdiction, with this projects close-out package. Door assembly shall meet Dade County or Florida Building Code product approval without using interior slide bolts.

NOTE 3: All newly installed doors shall adhere to the standards set by Energy Star for minimum National Fenestration Rating Council (NFRC) ratings for U-Factor and Solar Heat Gain Coefficient (SHGC) for the particular geographic region: (Southern Region: U¹-factor <= 0.40 and SHGC² <= 0.25).



----- **END SOW** -----

TOTAL BID AMOUNT \$ <u>57,330.00</u>

****SPECIAL NOTES****

All requests for information (FRI's) shall be submitted in writing/via email to:

Antonio Jenkins

Antonio.jenkins@guardiancrm.com

863-899-6695

Any and all products or services included in this scope of work shall be installed to the manufacture's specifications and in compliance with all applicable City of Stuart, Martin Health Department, NEC, and/or Florida Building Codes.

All NOA product numbers can be found at www.miamidade.gov/buildingcode/pc-search_app.asp.

All products with no NOA requirement number can be found at www.homedepot.com, www.lowes.com, or other retail outlets where such products are sold:

OFFICIAL USE ONLY

WORK WRITE-UP PREPARED BY: Antonio Jenkins of Guardian CRM Date: August 2023
AMENDED WRITE-UP PREPARED BY: _____ Date: _____



REQUIRED ADDENDUM PAGE(S) TO FOLLOW

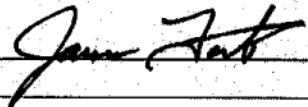
READ CAREFULLY-WHEN THIS BID ESTIMATE/CONTRACT IS SIGNED, YOU ARE LEGALLY RESPONSIBLE.

NOTE:

- Only licensed and insured contractors legally able to perform work within the State of Florida may submit bids/estimates. A copy of your license and certificate of insurance (listing the City and owner as additional insured) is required to be submitted with your bid.
- For Housing units constructed prior to 1978 where lead-based paint may be present, contractors must have, be able to obtain, or procure a properly licensed/certified EPA-RRP firm in order to complete rehabilitation/abatement on properties where lead is found to be present.
- The bid estimates must be based on the work write-up provided by the City.
- No work shall begin, and no material shall be ordered unless a NOTICE TO PROCEED is issued.
- AS APPLICABLE A BUILDING PERMIT MUST BE OBTAINED FOR ALL WORK PERFORMED.
- NO advance payment is allowed.
- A completed, current IRS W-9 form shall accompany this bid submission: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Funds will be paid directly to the contractor upon submittal of a final invoice, a notarized Prime Contractor and Sub-Contractor Release of Lien, a copy of the final inspection approval. For partial drawings an inspection on partial work, a notarized Contractors Partial Affidavit plus other additional items identified above are required.
- No funds shall be paid to the property owner (applicant).
- All estimates must indicate if connection to public water or sewer service will be required and include all required utility, City charges, and permit fees for such services as part of the estimate.
- Owner/applicant and contractor must discuss and, on all items, related to this bid estimate, including color and type of material to be used (SEE Exhibit "A" to follow).
- All surfaces disturbed by construction shall be repaired in finished to match existing.
- Contractor shall take before pictures and document working condition of all areas, appliances, ect... in the immediate area of construction.
- Where the owner's claims of damage not related to a specific SOW is made the photos and notes referenced immediately above shall be utilized in resolving the dispute.

Contractors are prohibited from offering any additional work or favors outside of the SOW/work write-up proposed by the Housing Inspector. Any additional needed work must be done only through the City's approved CDBG change order process.

By signature below, I attest that I have read the SOW and all related information related to the City of Stuart CDBG ITB and Bid/Purchasing process.

CONTRACTOR Print Name: <u>James Foster</u>	DATE: <u>9/28/2023</u>
CONTRACTOR Signature: 	

To receive consistent bid estimates, the City of Stuart Housing Assistance Consultant provides this form. The City nor its agents, however, are not party to this agreement. Upon completion of any work identified in this bid estimate and approval of the final inspections by the appropriate jurisdiction building inspector, the City will release funds directly to the contractor.

NOTICE BE AWARE THAT:
FLORIDA STATUTE SECTION 837.06- FALSE OFFICIALS STATEMENTS LAW STATED THAT:

"WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, "PUNISHABLE AS PROVIDED BY A FINE TO A MAXIMUM OF \$500.00 AND/OR MAXIMUM OF A SIXTY-DAY JAIL TERM.

(PRINT or TYPE all information unless otherwise noted)

I/we, the undersigned contractor(s), do hereby present and propose the following cost estimate for construction/rehabilitation work to be completed on the identified residential unit. I/we further assure to the best of my ability, that the estimates contained within this bid are an accurate representation and estimate of all necessary work to be completed in relation to the identified residential unit, and I/we acknowledge that no final payment for work shall be provided until all work has been completed and the corresponding building department has certified the residence for occupancy, including all necessary final inspections. All works performed under this contract has a one (1) year warranty on all workmanship and material and a five (5) year warranty on roof replacements from the date of the final project inspection.

Residential Unit Information:

Unit Address: _____

Owner Name: Robert & Olga Hamilton

Owner Phone #: _____

Contractor Information:

Contractor's Name: James Foster Title: Executive Vice President

Company Name: Patriot Response Group, LLC

Address: 2770 Indian River Blvd. Suite 501 Vero Beach, FL 32960
(Street or PO Box) (City, State, Zip)

Contractor License Information (As Applicable):

State of Florida	City of Stuart
License Number: <u>CGC1526178</u>	License Number: _____

**CITY OF STUART
CDBG
HOUSING REHABILITATION PROGRAM
Subcontractor and Permit Listing**



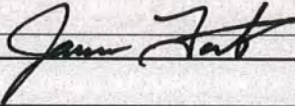
List all subcontractors that will be used for the work completed on this property: Failure to complete this request may result in this bid being considered incomplete and ineligible for award.

SUBCONTRACTING FIRM NAME	SUBCONTRACTING FIRM PHONE #
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.



List all permits that will be required for the work completed on this property: Failure to complete this request may result in this bid being considered incomplete and ineligible for award.

REQUIRED PERMITS	PRINT NAME OF ENTITY RESPONSIBLE FOR PERMIT
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Contractor's Name (Print Name): James Foster
 Contractor's Signature: 
 Title of signatory: Executive Vice President

“EXHIBIT A”
CITY OF STUART
CDBG
HOUSING REHABILITATION PROGRAM
HOUSING REHABILITATION PROGRAM COLOR/STYLE SELECTION

1. Contractor must provide at least three (3) color choices for each eligible item: See attached scope of work for highlighted eligible items.
2. The City of Stuart reserves the right to veto a color choice made by the homeowner.
3. **It is the contractor’s responsibility to provide color or product selections and to obtain final approval signatures.** Failure to properly complete this form may result in any non-listed color or product installations being revoked at the contractor’s expense.
4. Any deviations from this process must be submitted via email to the CDBG project Manager (antonio.jenkins@guardiancrm.com) for approval.
5. Color/Style selections are to be signed and forwarded to the Housing Program Inspector no later than five (5) calendar days after the NTP takes effect.

COLORS AND STYLES TO BE LISTED IN THE GRID BELOW:

ITEM LOCATION	ITEM PRODUCT #	ITEM STYLE CODE	ITEM COLOR CODE


(NOTE: PLEASE MAKE A DUPLICATE COPY IF MORE SPACE IS REQUIRED. ALL COPIES MUST BE SIGNED)

The signatures on this document confirm acknowledgment of the above listed items:

Homeowner Signature: _____	Date: _____
Contractor Signature: <u>James Fort</u>	Date: <u>9/28/2023</u>
Project Manager Signature: _____	Date: _____

LEAD-BASED PAINT RISK ASSESSMENT

OWNER/LOCATION:

Robert Hamilton


INSPECTION FOR:

City of Stuart, Florida
ITQ- CDBG-LBP

INSPECTION DATE:

2/17/23

OPERATOR LICENSE:

U.S. Environmental Protection Agency / Florida
certification No. FL-R-4850-2

I hereby certify that to the best of my knowledge; the following report reflects the true lead content of the painted surfaces as tested by XRF at the above address.

SIGNED



DATE

2/25/23

Anthony C. Penna – President
Associated Consulting Professionals, Inc.
1759 Bayhill Drive
Oldsmar, Florida 34677
Phone 727.773.9200 Fax 727.787.2898

Part 1 – Identifying Information

A lead-based paint risk assessment was performed at [REDACTED] on 2/17/23 for the City of Stuart, Florida. The risk assessment was performed by Anthony C. Penna, EPA certified Risk Assessor No. FL-R-4850-2.

Laboratory analysis was performed by Schneider Laboratories (see attached).

Part 2 – List of Locations and Type of Identified Lead Hazards

The results of the risk assessment show that lead-based paint hazards (as defined in Title X of the 1992 Housing and Community Development Act) exist in the following locations:

- A. Lead dust hazard(s) – None
- B. Lead-in-soil areas at residence drip lines (composite (3) sampling) – None

We also performed a lead-based paint inspection at this property utilizing XRF technology as recommended by the current HUD Guidelines. Lead-based paint which is still attached to building components are at the following locations:

- A. Exterior – None
- B. Interior –
 - All Old Windows
 - Bed 1 – Beadboard Ceiling
 - Master Bed – Beadboard Ceiling

Part 3 – Remediation of lead dust, lead in soil and lead-based paint

Note: All lead abatement work performed on federally assisted housing is to be performed by an EPA Lead Abatement Supervisor/Contractor utilizing EPA certified Lead-based paint workers who work for an EPA certified lead-based paint firm. RRP or certified Renovators are not allowed to perform abatement on this work.

Methodologies utilized to perform the following activities are outlined in HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

Clearance verification shall be accomplished upon notification from the Abatement Contractor that the project is complete. All Lead-based paint materials and debris must be removed from site prior to this notification. Clearance includes a visual inspection for paint chips, dust and debris and laboratory testing utilizing wipe sampling and soil sampling

Waste disposal is to be performed according to RCRA and/or EPA Guidelines.

Interior:

Old Window Trim and Sashes – Remove and replace with lead-free materials.

Bed 1 – Beadboard Ceiling – Remove all loose paint and other foreign matter. Encapsulate with EPA approved lead paint encapsulant.

Master Bedroom – Beadboard Ceiling - Remove all loose paint and other foreign matter. Encapsulate with EPA approved lead paint encapsulant.

Interior/Exterior Cleaning for Clearance:

Interior of residence does not exhibit lead dust hazard(s). However, during the process of lead abatement, lead chips and or dust may enter the house. It is recommended that all of the walls, sills and floors shall be cleaned by HEPA Vac/ Mop/ HEPA Vac method to ensure passing clearance and finishing with a lead safe jobsite.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer Associated Consulting Professionals, Inc (3696)
Address 1759 Bayhill Dr
Oldsmar, Fl 34677

Order #: 506479

Matrix Wipe
Received 02/22/23
Analyzed 02/23/23
Reported 02/23/23

Project Robert Hamilton
Location Number [REDACTED]

Sample ID	Cust. Sample ID	Location	Sample Date	Area	Total	Conc.	RL*
Parameter		Method					
506479-001	W-1	Office FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-002	W-2	Office SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2
506479-003	W-3	Living Room FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-004	W-4	Living Room SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2
506479-005	W-5	Bed 1 FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-006	W-6	Bed 1 SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2
506479-007	W-7	Master Bed FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-008	W-8	Master Bed SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2

Analyst SA
506479-02/23/23 04:44 PM

Reviewed By **Daniel McKee**
Analyst

EPA Lead Clearance

Location	Level	Unit
Floors	< 10.0	µg/ft2
Interior Window Sills	< 100	µg/ft2
Window Troughs	< 400	µg/ft2

HUD Lead Clearance

Location	Level	Unit
Interior Floors	< 10.0	µg/ft2
Porch Floors	< 40.0	µg/ft2
Interior Window Sills	< 100	µg/ft2
Window Troughs	< 100	µg/ft2

Minimum Total Reporting Limit: 5.0 µg/wipe. All Internal QC parameters were met. Unusual sample conditions, if any, are described. Do not reproduce this report except in full. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. The test results apply to the sample as received. AIHA-LAP, LLC accredited for Lead (Lab ID 100527).



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Associated Consulting Professionals, Inc (3698)
Address: 1759 Bayhill Dr.
Oldsmar, Fl 34677

Order #: 506479

Attn:
Project: Robert Hamilton
Location: [Redacted]
Number: [Redacted]

Matrix: Soil
Received: 02/22/23
Analyzed: 02/22/23
Reported: 02/22/23

PO Number:

Sample ID	Cust. Sample ID	Location Method	Sample Date	Weight Total µg	% / Wt.	Conc.	RL*
506479-009	CS-1	Composite Soil B EPA 7000B	02/17/23	1070 mg			
Lead				<10.0 µg	<0.000937 %	<9.37 mg/kg	9.36 mg/kg
506479-010	CS-2	Composite Soil D EPA 7000B	02/17/23	1090 mg			
Lead				<10.0 µg	<0.00092 %	<9.20 mg/kg	9.19 mg/kg

Analyst: SA
506479-02/22/23 04:08 PM

Kelly Muncy

Reviewed By: Kelly Muncy
Manager

EPA Lead in Residential Soil

Location	Level	Unit
Play Areas	400	mg/kg
Bare Soil Average	1200	mg/kg

Minimum reporting limit: 10.0 µg. EPA does not distinguish between lead-contaminated soil and soil-lead hazards. All internal QC parameters were met. Unusual sample conditions, if any, are described. Do not reproduce this report except in full. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results apply to the sample as received. AIHA LAP, LLC accredited for Lead (Lab ID 100527).

LEAD-BASED PAINT INSPECTION REPORT

REPORT NUMBER: 2/17/23 13:13
INSPECTION FOR: City of Stuart, Florida
ITQ-CDBG-LBP

INSPECTION LOCATION: Robert Hamilton
[REDACTED]

INSPECTION DATE: 2/17/23

YEAR CONSTRUCTED: Pre 1978

INSTRUMENT TYPE: RMD MODEL LPA-1
XRF TYPE ANALYZER/ SERIAL #1121

ACTION LEVEL: 1.0 MG/CM**2

OPERATOR LICENSE: U.S. Environmental Protection Agency /
No. FL-R-4850-2

I hereby certify that to the best of my knowledge; the following report reflects the true lead content of the painted surfaces as tested by XRF at the above address.

SIGNED [Signature] DATE 2/20/23

Anthony C. Penna – President
Associated Consulting Professionals, Inc.
1759 Bayhill Drive
Oldsmar, Florida 34677
Phone 727.773.9200
apenna@tampabay.rr.com

COVER PAGE

SUMMARY

XRF INSPECTION NOTES

XRF COMPUTER GENERATED SUMMARY REPORT

XRF COMPUTER GENERATED DETAILED REPORT

SUMMARY

A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards. (See Section IV of Chapter 7 of the HUD Guidelines for further details).

XRF INSPECTION NOTES

When identifying a testing location with a Wall A, B, C or D designation, this is used to determine where a test was taken in correlation to the numbered front entry to the home. Wall A is the front wall, B, C and D walls follow in a clockwise direction around the house or room. For this home wall A is the West wall in all rooms.

When an item is listed as positive it includes all like items in the identified area (room or exterior) unless otherwise noted.

Items such as ceramic tile that are not painted were not tested for lead-based paint.

POSITIVE LEAD-BASED PAINT LOCATIONS:

Exterior – None

Interior –

Windows – All Old Windows

Bed 1 – Beadboard Ceiling

Master Bed – Beadboard Ceiling

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Inspection Date: 02/17/23
 Report Date: 2/20/2023
 Abatement Level: 1.0
 Report No. S#01121 - 02/17/23 13:13
 Total Readings: 86 Actionable: 3
 Job Started: 02/17/23 13:13
 Job Finished: 02/17/23 15:01

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Interior Room 002 Living Room									
034	B	Window	Lft	Lft jamb	F	Wood	N/A	5.9	QM
Interior Room 004 Bed 1									
040	A	Ceiling			F	Wood	N/A	>9.9	QM
Interior Room 005 Master Bed									
048	A	Ceiling			F	Wood	N/A	>9.9	QM

Calibration Readings

----- End of Readings -----

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Inspection Date: 02/17/23
 Report Date: 2/20/2023
 Abatement Level: 1.0
 Report No. S#01121 - 02/17/23 13:13
 Total Readings: 86
 Job Started: 02/17/23 13:13
 Job Finished: 02/17/23 15:01

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 001 House									
004	A	Wall	L Rgt		I	Concrete	N/A	0.3	QM
005	A	Window	Rgt	Rgt casing	I	Wood	N/A	0.3	QM
006	A	Door	Ctr	Rgt casing	I	Wood	N/A	0.0	QM
007	A	Door	Ctr	U Ctr	I	Metal	N/A	0.1	QM
008	B	Wall	L Rgt		I	Concrete	N/A	0.6	QM
009	B	Soffit			I	Wood	N/A	0.1	QM
010	B	Door	Lft	Lft casing	I	Wood	N/A	0.2	QM
011	B	Door	Lft	U Ctr	I	Wood	N/A	0.2	QM
012	C	Wall	U Rgt		I	Concrete	N/A	0.5	QM
013	C	Window	Lft	Sill	I	Wood	N/A	-0.1	QM
014	D	Wall	U Rgt		I	Concrete	N/A	0.3	QM
015	D	Window	Rgt	Rgt jamb	I	Wood	N/A	-0.1	QM
016	D	Window	Rgt	Sash	I	Wood	N/A	0.2	QM
019	D	Door	Ctr	Lft jamb	I	Wood	N/A	0.0	QM
020	D	Door	Ctr	U Ctr	I	Wood	N/A	0.1	QM
017	D	Door	Rgt	Rgt jamb	I	Wood	N/A	0.1	QM
018	D	Door	Rgt	U Ctr	I	Wood	N/A	0.2	QM
Interior Room 001 Foyer									
022	A	Wall	U Rgt		I	Plaster	N/A	-0.1	QM
026	A	Floor			I	Wood	N/A	-0.2	QM
021	A	Ceiling			I	Plaster	N/A	0.0	QM
023	B	Wall	U Ctr		I	Plaster	N/A	-0.1	QM
024	C	Wall	U Lft		I	Plaster	N/A	-0.1	QM
025	D	Wall	U Ctr		I	Plaster	N/A	0.2	QM
Comment: Many of the readings are plaster under wood paneling.									
Interior Room 002 Living Room									
028	A	Wall	U Rgt		I	Plaster	N/A	-0.1	QM
027	A	Ceiling			I	Plaster	N/A	-0.1	QM
033	A	Door	Ctr	Lft jamb	I	Wood	N/A	0.2	QM
029	B	Wall	U Ctr		I	Plaster	N/A	0.0	QM
034	B	Window	Lft	Lft jamb	F	Wood	N/A	5.9	QM
030	C	Wall	U Ctr		I	Plaster	N/A	-0.2	QM
032	C	Baseboard	Lft		I	Wood	N/A	0.0	QM
031	D	Wall	U Ctr		I	Plaster	N/A	-0.1	QM
Interior Room 003 Hall									
036	A	Wall	U Rgt		I	Plaster	N/A	0.0	QM
035	A	Ceiling			I	Plaster	N/A	0.0	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
037	B	Wall	U Ctr		I	Plaster	N/A	0.0	QM
038	C	Wall	U Lft		I	Plaster	N/A	0.3	QM
039	D	Wall	U Lft		I	Plaster	N/A	-0.1	QM
Interior Room 004 Bed 1									
041	A	Wall	U Ctr		I	Plaster	N/A	-0.1	QM
040	A	Ceiling			F	Wood	N/A	>9.9	QM
042	B	Wall	U Ctr		I	Plaster	N/A	0.1	QM
043	C	Wall	U Lft		I	Plaster	N/A	0.1	QM
044	D	Wall	U Rgt		I	Plaster	N/A	0.0	QM
045	D	Baseboard	Rgt		I	Wood	N/A	0.2	QM
046	D	Door	Ctr	Rgt jamb	I	Wood	N/A	0.0	QM
047	D	Door	Ctr	U Ctr	I	Wood	N/A	-0.2	QM
Interior Room 005 Master Bed									
049	A	Wall	U Ctr		F	Plaster	N/A	0.0	QM
048	A	Ceiling			F	Wood	N/A	>9.9	QM
050	B	Wall	U Lft		F	Plaster	N/A	0.0	QM
051	C	Wall	U Lft		F	Plaster	N/A	0.3	QM
052	D	Wall	U Rgt		F	Plaster	N/A	0.2	QM
053	D	Door	Rgt	Rgt jamb	F	Wood	N/A	-0.1	QM
Interior Room 006 Mastr Foyer									
056	A	Wall	U Rgt		F	Wood	N/A	0.2	QM
055	A	Floor			F	Wood	N/A	-0.1	QM
054	A	Ceiling			F	Wood	N/A	0.1	QM
060	A	Door	Ctr	Lft jamb	F	Wood	N/A	-0.4	QM
061	A	Door	Ctr	U Ctr	F	Wood	N/A	0.0	QM
057	B	Wall	U Rgt		F	Wood	N/A	0.2	QM
063	B	Window	Ctr	Sash	F	Wood	N/A	-0.1	QM
062	B	Window	Ctr	Lft casing	F	Wood	N/A	0.0	QM
058	C	Wall	U Ctr		F	Wood	N/A	0.3	QM
059	D	Wall	U Lft		F	Wood	N/A	0.0	QM
Interior Room 007 Master Bath									
064	A	Ceiling			F	Wood	N/A	-0.1	QM
065	B	Wall	U Ctr		F	Wood	N/A	0.2	QM
066	C	Wall	U Ctr		F	Wood	N/A	-0.2	QM
067	D	Wall	U Lft		F	Wood	N/A	0.0	QM
Interior Room 008 Rear Hall									
069	A	Wall	U Rgt		F	Wood	N/A	-0.2	QM
068	A	Ceiling			F	Wood	N/A	-0.1	QM
070	B	Wall	U Rgt		F	Wood	N/A	0.0	QM
071	C	Wall	U Rgt		F	Wood	N/A	-0.1	QM
073	C	Window	Ctr	Sash	F	Wood	N/A	-0.1	QM
072	D	Wall	U Rgt		F	Wood	N/A	0.0	QM
Interior Room 009 R R Bath									

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Reading No.	Wall	Structure	Location	Member	Paint			Lead (mg/cm ²)	Mode
					Cond	Substrate	Color		
075	A	Wall	U Ctr		F	Wood	N/A	0.1	QM
074	A	Ceiling			F	Wood	N/A	-0.1	QM
076	B	Wall	U Rgt		F	Wood	N/A	0.0	QM
077	C	Wall	U Ctr		F	Wood	N/A	-0.1	QM
078	D	Wall	U Ctr		F	Wood	N/A	0.1	QM
Interior Room 010 Kitchen									
080	A	Wall	U Rgt		F	Wood	N/A	0.0	QM
079	A	Ceiling			F	Wood	N/A	0.0	QM
081	B	Wall	U Rgt		F	Wood	N/A	-0.1	QM
082	C	Wall	U Ctr		F	Wood	N/A	-0.2	QM
083	D	Wall	U Lft		F	Wood	N/A	-0.1	QM
Calibration Readings									
001								1.8	Std
002								0.8	Std
003								0.9	Std
084								0.8	Std
085								1.2	Std
086								1.1	Std

---- End of Readings ----



Environmental Monitoring, LLC.

♦Asbestos, Lead Paint and Construction Air Monitoring ♦Consulting ♦Bulk Sampling for Laboratory Analysis♦
(352) 203-4081 email: robpb03@gmail.com or rrasmussen72@gmail.com

FL Licensed Asbestos Business Organization No. ZA527

U.S. EPA Certified Lead-Based Paint Activities Firm No. NAT-F178890

February 25, 2023

Report No: COS-2-25-23-10

Project:
Asbestos Survey for Renovation



Client:
City of Stuart CDBG-HR Program
121 Flagler Ave,
Stuart, FL 34994



Unofficial without seal
Peter Swarr, PE #44159FL
LAC #63

Signed electronically 2/25/23 by
Peter C. Swarr, PE

6548 SW 131st Place Ocala, FL 34473 352.203.4081

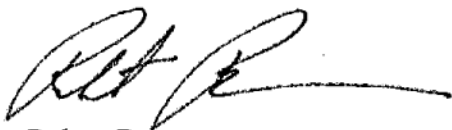
Asbestos Survey for Renovation

According to your instructions **PbO₃** Environmental Monitoring, LLC. has completed an asbestos survey at the subject property (Project). The following pages of this report contain the results of this inspection. This asbestos inspection report presents data that describes the location of asbestos-containing material (ACM) identified only within the project scope. This report is to be used as a program-planning tool for any proposed demolition, renovation, construction and/or maintenance activities scheduled at this facility. This survey was conducted on site by EPA/AHERA trained professional inspector.

Suspect materials not previously identified in this report may be encountered during any renovation or demolition. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Inspection. These findings should not be treated as absolute nor should they be relied upon to represent conditions at significantly later dates.

PbO₃ Environmental Monitoring, LLC.



Robert Rasmussen
Building Inspector
Asbestos License # ZA527

1.0 INTRODUCTION

PbO₃ was contracted by our client to conduct an Asbestos Survey of suspect asbestos containing materials found in the subject property.

- 1) Identify suspect asbestos-containing materials that would be disturbed during demolition and/or select renovations to this structure.

1.1 INSPECTION AND SAMPLING PROCEDURE

PbO₃ inspection and sample collection procedures are based on the Environmental Protection Agency (EPA) protocols.

An initial facility walk through is conducted to familiarize the inspector with the facility layout. The facility is then divided into functional available spaces that can be accessed. The suspect homogeneous materials are selected for bulk sampling. Samples are collected and placed into separate, sealed plastic bags. Each sample is individually numbered and sample information is entered onto a Field Data Sheet. Sample tools are decontaminated after each sample collection. The samples are delivered to an accredited laboratory for analysis, accompanied by a completed Chain of Custody Form.

Suspect materials are divided into three categories: surfacing materials (such as plaster and surface coatings), thermal system insulation (TSI) (such as mudded TSI fittings, duct insulation, and pipe insulation), and miscellaneous material (such as floor tile, drywall, and mastic). Asbestos-containing materials are classified according to:

- Friability**
- * Friable
 - * Non-friable

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Nonfriable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of nonfriable ACM, Category I and Category II nonfriable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

A particular suspect material may be found in several different locations within a facility. The EPA does not require that these materials be sampled in each location, provided the materials are of the same type, age, appearance, have the same date of installation, and are sampled in accordance with EPA requirements to provide statistically reliable data that can be extrapolated onto all remaining non-sampled areas.

Accredited inspectors determine the number of samples of each material to be collected, depending on the material's category and the amount of material present.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 80 linear meters (260 linear feet) of regulated asbestos-containing materials (RACM) on pipes, 15 square meters (160 square feet) of regulated asbestos-containing materials on other facility components, or at least one cubic meter (35 cubic feet) of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping.

1.2 METHODS OF LABORATORY ANALYSIS

Samples are analyzed in accordance with AHERA requirements using the following reference methods:

- EPA Interim Method for the Detection of Asbestos in Bulk Insulation Samples (EPA 600/M4-82020, December 1982).
- McCrone Research Institute's The Asbestos Particle Atlas.

All bulk samples are analyzed using PLM visual area estimate (VAE). Friable materials containing asbestos estimated at less than ten percent by PLM-VAE may be reanalyzed by PLM point counting. Additional treatment and tests may be used as required to accurately define composition (i.e., ashing, extractions, and TEM). All bulk sample laboratory reports are verified through an established quality assurance (QA) procedure.

1.3 QUALITY CONTROL PROCEDURES

Laboratories accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) analyze all samples. These laboratories participate in the NVLAP, as well as the American Industrial Hygiene Association (AIHA) Bulk Asbestos Sample Quality Assurance Program. *PbO₃* verifies all sample data for accuracy by cross-referencing Field Data Sheets, Chain of Custody Forms, and field notes.

1.4 DETERMINATION OF ACM CLASSIFICATION

The positive identification of asbestos in a material or product can only be made through laboratory analysis. Visual inspection or common knowledge is not a positive test. The asbestos content of a suspect material is determined by collecting a bulk sample and having it analyzed by PLM. The PLM technique determines the specific type of asbestos present in the bulk sample and VAE provides an estimate of the percentage of asbestos.

The EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) - National Emission Standard for Asbestos (40 CFR Part 61, subpart M) defines a non-friable asbestos-containing material as any material with

an asbestos content greater than one percent as determined by PLM analysis. A friable material estimated to contain less than ten percent asbestos as determined by PLM-VAE must be analyzed by PLM point counting and determined to contain less than one-percent asbestos in order to be considered a non-regulated ACM.

A clarification memorandum issued by the EPA regarding the NESHAP regulation included the following statement:

The parties legally responsible for a building (owner or operator) may take a conservative approach to being regulated by the NESHAP. The responsible party - may choose to act as though the building material is an asbestos-containing material (greater than 1%) at any level of asbestos content (even less than 1% asbestos). Thus, if the analyst detects asbestos in the sample and estimates the amount to be less than 10% by visual estimation, the parties legally responsible (owner or operator) of the building may elect to assume the amount to be greater than 1% and treat the material as regulated asbestos containing material or require verification of the amount by point counting.

1.5 INSPECTION LIMITS

PbO₃ has performed the Client requested tasks in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the assessment. **PbO₃** cannot guarantee and does not warrant that this Asbestos Survey has identified all adverse environmental factors and/or conditions affecting the subject properties on the date of the Assessment. **PbO₃** cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by **PbO₃** are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Assessment, will be valid only as of the date of the Assessment. Please note that the test results relate only to those homogeneous materials tested. If conditions, or materials, other than those addressed in this report are encountered during the planned demolition activities, **PbO₃** should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. We must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. Hypothetical examples include floor tile hidden under carpeting, and not detected by our typical examination of the area under the carpet at a corner(s) or existing hole(s), an abandoned length of insulated pipe hidden within a finished wall, an asbestos-cement sewer vent pipe in the wall behind a toilet, asbestos paper/felt between hardwood flooring and the sub-floor or old vinyl floor tile covered over with plywood and newer flooring materials. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at convenient locations, due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

We generally assume that roofing material, vinyl flooring and floor mastic contains asbestos, as asbestos roofing material, asbestos vinyl flooring and asbestos floor mastic are very common unless noted as sampled. Location and sampling of underground items, such as asbestos-cement pipes, would have been outside of the scope of the survey. Cloth jacketed electrical wiring if present, should be assumed asbestos containing material. Electrical wiring is typically not sampled unless the electrical system has been verified by our client as de-energized.

Electrical wiring is typically not sampled unless the electrical system has been verified by our client as de-energized. Swimming pools are not tested unless they are accessible and drained. Swimming pools should be assumed an asbestos containing material.

EPA 6001R-93/116 is the specified method for analysis of bulk material samples for asbestos under the EPA Asbestos Hazard Emergency Response Act, there have been reports that this method may not identify asbestos when fiber sizes are extremely small or if they are bound in a resinous material. Such materials include floor tile, mastic and asphaltic roofing. Currently, reanalysis by Transmission Electron Microscopy (TEM) to verify results of <1 % or "None Detected" for these materials is recommended.

Quantities shown in this survey are estimates, actual quantities may vary. Field verification is the responsibility of the contractor. Contractors are responsible for their own verification of quantities prior to bid submittal.

Suspect materials not previously identified in this report may be encountered during any demolition, renovation and/or maintenance activities. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

1.6 INSPECTION DATE AND INSPECTOR INFORMATION:

PbO₃ employee Richard Anderson inspected the structure on February 14, 2023.

2.0 FACILITY CONSTRUCTION INFORMATION:

The structure is a wood framed structure on piers a concrete slab with an asphalt shingle roof.

2.1 FACILITY MAINTENANCE AND/OR RENOVATION HISTORY

Unknown

2.2 SUSPECT MATERIAL SUMMARY

- Drywall with Joint Compound
- Ceiling Texture
- HVAC Duct Mastic
- Window Glazing
- Exterior Caulking
- Stucco
- Asphalt Single Roofing
- Concrete

2.3 RESULTS

There was a total of Twenty-Seven (27) samples (including sub-samples) analyzed by EPA Method 600/M4/82/020R-93/116. Based upon our visual observations, bulk sampling of suspect materials and subsequent microscopic analysis, we have determined that **No Asbestos Containing Material was detected.**

2.4 RECOMMENDATIONS

Suspect materials not previously identified in this report may be encountered during any demolition, renovation and/or maintenance activities. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

That this survey be used to identify asbestos containing material and components prior to any planned demolition, renovation, construction and/or maintenance activities scheduled at this facility.

Controlled "Wet" demolition of all materials in place is recommended. Provided the demolition activities do not subject presumed non-friable asbestos containing material (if present) to cutting, sanding, grinding, abrading, or otherwise rendering them friable during demolition.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the demolition of all buildings identified with Asbestos Containing Material (ACM) and/or presumed ACM. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
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CITY OF STUART
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING REHAB PROGRAM
RE-BID: SCOPE OF WORK (SOW) & Work Write-up

Client:	Robert & Olga Hamilton	Date:	March 2025
Address:	[REDACTED]		

Home Built in 1935.

- Lead Base Paint Safe Construction Actions ***Does Apply:**
- ACM Actions: ***Does Apply:**
- Mold Actions: May Apply:

**This unit was constructed pre-1978: Take Notice of any material that may contain Regulated Asbestos Containing Material (RACM), Lead Based Paint (LBP) or Mold and follow all safe LBP and ACM recommended actions for safe repairs and/or disposal. If there are not attachments pertaining to RACM, LBP, or Mold it is not reasonable to assume that no actions are required.*

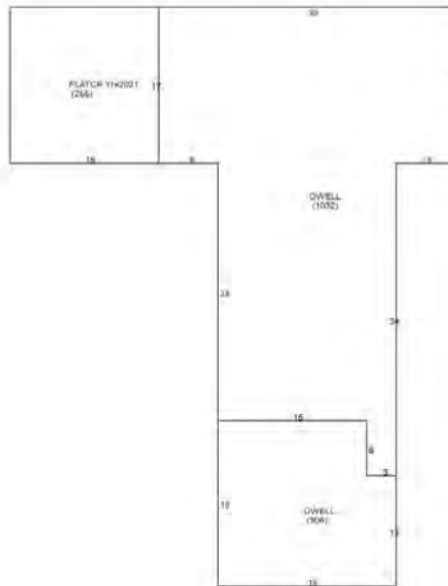
Parcel ID: [REDACTED]

Property Description: [REDACTED]

PA Market Total Value: \$271,020.00

Item	System	Description of Work	Location	Price	Contractor Initials
Project Note	REHABILITATION	Special attention should be directed to all contractor obtained LBP/ ACM reports regarding Lead Base Paint, Asbestos, and/or other hazards. Any recommendations included in the reports regarding such material shall become part of the Work. LBP Outcome: See Report ACM Outcome: See Report	Unit	\$ _____	

----- EXSTING DWELLING FOOTPRINT -----



PROJECT OPERATIONAL STANDARDS AND NOTIFICATION

A. GENERAL PROJECT INFORMATION

All Housing Rehabilitation Program inspections are considered as complete as possible based on the condition of the home at the time of the Pre-SOW inspection. All defects may not be accessible and/or visible at the time of inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Housing Rehabilitation Program nor its agents or representatives are responsible for unseen items. Not all items that are determined to contain non-code or HQS defects will be listed in the SOW. Priorities governed by the applicable program Housing Assistance Plan and implemented by the CDBG Program Administrative team, including but not limited to the Program HRS, the Program Inspector or Program project Manager.

Project inspections and SOW's are developed based on the following criteria:

1. Code deficiencies- Health and safety of the client
2. HQS deficiencies-Health and safety of the client
3. Items to protect the home from increased or furtherdeterioration or blight
4. Needs of the client based on age and./or disability
5. Energy saving measures
6. Weatherization and/or hardening measures (as applicable and allowable by the program HAP)
7. Program budget availability (as applicable and allowable by the program HAP)

B. OWNER(S) ACCEPTANCE OF THE SCOPE OF WORK

The undersigned applicant(s) certifies that he/she or an appointed agent were and are aware of the pre-SOW inspection that was performed prior to the development of the final project Scope of work. Furthermore, the applicant or his/her appointed agent acknowledge participation in the inspection process and rehabilitation items reviewed and utilized in the development of this Scope of Work (SOW).

Applicant/Homeowner understands that he/she will be responsible for removing or relocating all personal items prior to the commencement of project rehab work. In cases where contractors are required to move personal items, theapplicant/homeowner accepts all liability for any and all damaged items that may occur during any such removal and/or relocation. This shall not be the responsibility of the Housing rehabilitation program nor any of its direct agents.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

It may be necessary to add or remove items from the SOW based on need and budget availability.

I have read and acknowledge understanding of the statements above:

Owner (Signature)_____Date:_____

Co-Owner (Signature)_____Date:_____

C. NOTICE TO BIDDING CONTRACTORS

ALL COSTS SHOULD BE INCLUDED IN THE BID DOC (SOW) LINE ITEMS. THIS IS A GENERAL NOTIFICATION OF INFORMATION FOR WORK TO BE COMPLETED WITH AND FOR THIS PROJECT

PREFACE:

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this SCOPE OF WORK (SOW). It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the housing department or other department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

All work to be performed in a workmanlike manner, in accordance with the Housing Program Specifications, Florida Building Code, local ordinance, HOA requirements, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. Bid will be accepted on the **TOTAL BID** submitted, and all items must be cost itemized in the space provided or the bid will be rejected.

SCOPE OF WORK and CHANGE ORDERS

No contractor shall, without prior written approval from the Housing Rehabilitation Specialist, Project Manager, or Housing Program Administrator, deviate from any product recommendations listed within this Scope of Work. A notice of "or equal" exchange shall be provided to the Project Manager within forty-eight (48) hours of the proposed "or equal" substitution.

This notice shall contain: (1) The names of both the SOW recommended product and proposed substitute product name and specifications; (2) Comparable manufacturer specifications list, included but not limited to price, warranty information, consumer review reports; (3) Any additional information requested by the Housing Program and/or its agents.

Failure to provide any required notification will result in a violation of the terms and conditions of the SOW and Work Rehabilitation Contract and a loss of payment on the substituted product if it is not replaced with the SOW specified product. Approval will NOT be granted under any circumstance on or after the fact basis. All change order must be approved by the owner, Project Manager, and approved housing program representative before any change order work can begin. Change orders will be granted as the program rule(s) and budget will allow. Primarily for code, HQS, and other health & safety deficiencies not already considered a part of the SOW.

VERIFY QUANTITIES/MEASUREMENTS:

All Quantities and Units of Measure stated in the Scope of Work are for the contractor's convenience and must be verified by the contractor at a mandatory or follow-up site inspection prior to bid submission. Discrepancies in Quantities or Units of Measure found by the contractor must be communicated to the Housing Rehabilitation Specialist or Project Manager prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored after the bid submission and rehab contract execution.

ALL PERMITS REQUIRED

The contractor shall initial below for any permits that he/she will apply for relating to this project scope of work. Failure to initial may result in an unacceptable bid:

_____ Building; _____ Zoning; _____ Roofing; _____ Plumbing
_____ Electric; _____ HVAC; _____ Other (list other below as applicable):

JOB BEHAVIOR

Contractor and all contractor subs are expected to act and perform in a professional manner. The work site shall be a drug and harassment free workplace. Failure to comply may result in the owner terminating the contract for cause.

NEW MATERIALS REQUIRED

All materials used in connection with this project are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Housing Rehabilitation Specialist or Project Manager.

PERIODICALLY REMOVE DEBRIS

The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters

WORKMANCDBG STANDARDS

All work shall be performed by workmen both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage. All bids to include the repair/repaint to match existing, all damaged (plaster, stucco, Tile, or any other material), walls, ceilings, floors, fixtures, appliances, ECT... affected by construction.

The contractor will provide all material and shall be responsible for covering all homeowner belongings, including flooring that cannot be moved during rehabilitation: this is not the owner's responsibility: Daily clean-up within and around the home is required and material will be the responsibility of the contracting firm: substituting items to upgrade cabinet heights is prohibited.

It is at the discretion of the Housing Rehabilitation Specialist and/or Project Manager to approve or deny the quality of work on all projects. Poor workmanship will not be accepted and will need to be approved prior to any partial or final payment.

GENERAL WARRANTY

The contractor shall provide a 1-year workmanship and material (5 years for roof) warranty for all work performed via the Scope of Work and any approved change orders. The contractor shall remedy any defect due to faulty material or workmanship and assume responsibility for all damage directly resulting therefrom, which appear within one year from final inspection. Further, the contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

TIME AND PERFORMANCE

This house may or may not require the homeowner to vacate the premises during the construction period. The period for Construction shall be **120** Calendar days (Mon-Sun: 8am-6pm) from the date of contract execution and acceptance.

The contractor shall contact, either by phone or electronic communication (text or email), the homeowner at least once per week to provide project progress updates. Failure to contact the owner for two (2) consecutive weeks will result in a \$50 per week credit back to the owner's assistance availability or the CDBG program in general.

The above applies to all line items associated with this Scope of Work:

NOTE: Signature required for acknowledgment of Notice to Bidding General Contractors

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the Housing Rehabilitation Program.

Contractor's Name (Print Name): _____ Contractor's Signature: _____
Contractor's Address: _____ Contractor's Phone Number: _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

CITY OF STUART

HOUSING REHAB PROGRAM

CDBG Rehabilitation Scope of Work and Specifications
(Work Listed Below)

Project introduction Note 1: This project is listed as a state certified home of historic significance. The scope of work and all rehabilitation shall be in accordance with required state historic mandates relating to material and aesthetic. The assigned state historic ID number is: MT00346. The Florida Master Site File information can be provided upon request.

Project introduction Note 2: As it relates explicitly to any-and-all work listed in the SOW, the attached engineers report should be consulted and considered in the permitting, cost, material, and construction of the dwelling. Where the engineer makes specific recommendations for repairs related to any item and/or area of construction explicitly contained within this SOW, that work shall become an integral part of the project scope of work and contractual obligations.

Description: Project Operation	Qty.	Location	Item Price
--------------------------------	------	----------	------------

1. OPERATIONAL	All	Project	\$ _____
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The contractor shall be responsible for and provide all applications, permits, plans, drawings, product approvals, or other required local, state, or federal, documentation (To include all applicable Fees, A&E, etc.).

Line-item Notes

NOTE 1: Line-item to include cost for LBP clearance test at each of the replaced window openings.

NOTE 2: Post window installation, the contractor shall provide written certification to the consulting project manager that the window and door framing is structurally sound and meets all applicable code requirements.

1a. MANUALS & SPECIFICATION DOCUMENTS	All	Project	\$N/A _____
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The contractor shall supply, at the time of the final CDBG Program inspection, all manufacturer manuals and specification booklets/packets for all supplied and installed products listed within the Scope of Work. Failure to do so, may result in a failed final CDBG Program Inspection.

Line-item Notes

NOTE 1: To Include all applicable Plans, Drawings, and Permits, & approved building department documents.

1b. GENERAL REPORTING**All Project****\$ _____**

The contractor shall contact, either by phone or electronic communication (text or email), the homeowner at least once per week to provide project progress updates. This shall be documented via an every **Monday Email Report (MER)** to the project manager: Failure to contact the owner and/or provide the MER for two (2) consecutive weeks will result in a \$50 per week credit back to the owner's assistance availability or the SHIP program in general. This credit shall be applied at every failure of compliance occurrence.

Line-item Notes

NOTE 1: Failure to place a cost for this line item will not exclude the contractor from the responsibility and required stated therein.

Description: Exterior Rehab-General**Qty.****Location****Amount****2. ATTIC INSULATION****All****As Listed****\$ _____**

Access the attic and install new high density, partially recycled, natural fiber, blown Insulation to minimum R-30 rating in all accessible areas in unit's attic to allow for sound absorption and aid in the prevention of loss of heated and/or cooled conditioned air. (**Recommended Product: Owens Corning or equal in value and quality**)

Line-Item Notes

NOTE 1: Where ceiling material/covering are missing in the home. The contractor shall be responsible for the installation of new drywall ceiling material (with finish texture and color to be approved by homeowner and secondarily approved by SHPO) in the footprint of any removed areas of the dwelling. The new material shall be code compliant and be attached in accordance with FBC and manufacturers specifications.

NOTE 2: Bid to include removal of any top level molded and/or damaged existing insulation that may exist.

2a. FASCIA**As-Listed Roofline****\$ _____**

To release the load from the rafter tails: Remove all existing metal fascia trim and 2"x6" sub fascia boards around the building entire roof span. Prime, paint and install 2"x2" wood fascia in the gap under the metal drip edge, to be attached with metal Simpson strong-tie 18-gauge galvanized steel angle (model #a21z) to the rafter tails. All replacement material and work shall be installed and/or completed to ensure match compliance with the building's exterior historical aesthetics.

Line-Item Notes:

NOTE 1: Post completion: Contractor shall submit an affidavit to the Consulting Project Manager to the effect that the installation specification described in this line item has been met. This item will have a mandatory inspection with the rehabilitation inspector.

Description: Exterior Rehab-General	Qty.	Location	Amount
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3. WINDOWS	As-Listed	Dwelling	\$ _____
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PREFACE See Window Legend (Note 4) and Installation Schematic (Note 5) below :

Remove Twenty (20) existing windows (18 replacement and 2 windows) Replace windows with new **Miami Dade NOA approved Hurricane rated Impact** Energy Star rated windows units as follows:

Repair and/or replace any needed framing components needed to the window opening(s) proper. This may include but not be limited to: jack studs, bucks, sills, headers, and vertical supports (cripples) for windows, including replacement of one (1) king stud proximal to window #3 (See Note #5 below) . Removal of any material proximal to and/or around interior of window opening, as-or-if needed to allow access and Installation of Twenty (20) new windows with approved fasteners to match historical aesthetics per scale and design.

Installation to include restoration or replacement of the 4.5 inches wide exterior window trim sets with new code compliant grade 1 pine to ensure that the historical aesthetic meets as closely as is possible the original/previously existing Miami Dade pine trim material. Additionally, at each window, custom protruding (.5 inches thick with 6-degree slope) exterior sills shall be installed to to match as closely as possible the historical aesthetics.

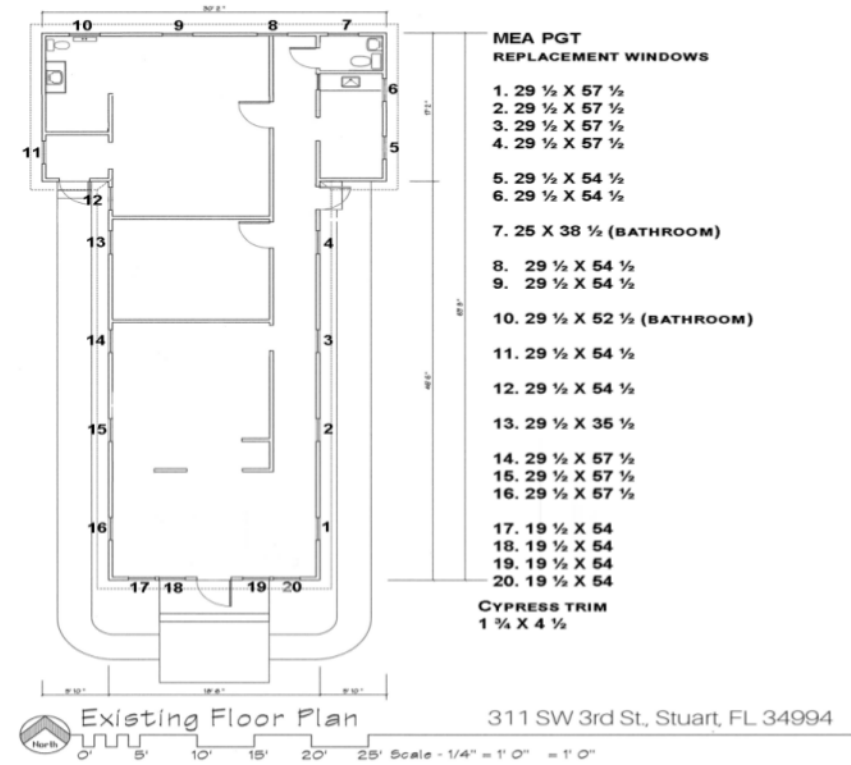
Line-Item Notes:

NOTE 1: Contractor shall utilize the exact window specifications (color, style, dimensions, etc.) included in Attachment #1 of this SOW.

NOTE 2: All newly installed windows shall adhere to the standards set by Energy Star for minimum National Fenestration Rating Council (NFRC) ratings for U-Factor and Solar Heat Gain Coefficient (SHGC) for the particular geographic region: (Southern Region: U¹-factor <= 0.40 and SHGC² <= 0.25).

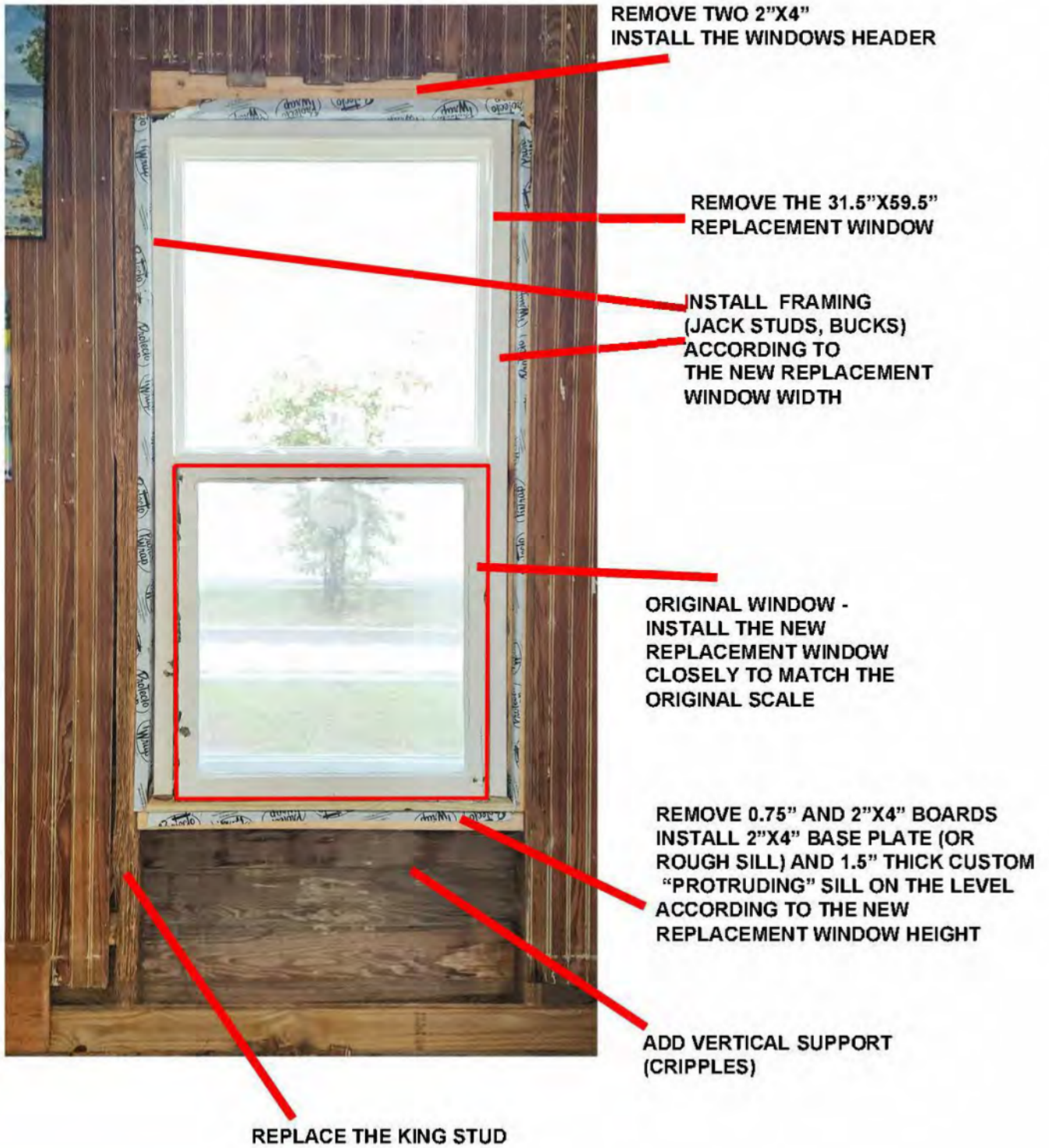
NOTE 3: Line-item does not include any interior drywall, wall paneling, or other wall covering installation or painting not disturbed by the window installation process.

NOTE 4: Window Location legend:



NOTE 5: Window Installation Schematic:

WINDOW #3 - APPROXIMATE WORK DESCRIPTION



Description: Project Operation	Qty.	Location	Item Price
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4. EXTERIOR PAINT	All	Exterior	\$ _____
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Remove any existing miscellaneous nails, tacks, screws, etc. that are embedded in the exterior walls of the home. Repair cracks and gaps and on the building's surface. Scrape off any large flakes or loose paint in peeling areas. In affected areas, sand to create a smooth transition between the old and new seal. Additionally, restore up to 4 inches of historical stucco under 6 windows and up to 2 inches around and under 11 windows,

Pressure wash exterior walls of home, exterior entry way overhang areas, using FGBC green standard and recommended products. Repair any newly discovered unsealed areas of the exterior wall as required, including repairs to the elastomeric paint around the windows.

Prime, seal, and paint all exterior walls (body, trim, and doors) of the home: The paint type shall be of a quality suitable for the existing aged exterior walls of the dwelling. Paint singularly shall match the color, texture, and finish to ensure the historical aesthetic is maintained.

Line-item Notes

NOTE 1: Contractor shall comply with manufacturer recommend time intervals between coats of paint and shall deliver smoothfull paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

NOTE 2: No paint material shall be ordered or applied, until the owner has chosen the color, input paint information, signed the program color and style sheet, and the paint has received final program signature approval.

PROJECT END NOTE: All material and products utilized during the rehabilitation of this project shall be noted on the color and style selection sheet and be signed by both the homeowner and contractor. Once signed, the document shall be forwarded to the consulting project manager for final review and signature approval. **NO WORK SHALL COMMENCE UNTIL THIS REQUIRED PROTOCOL HAS BEEN COMPLETED.**

----- **END SOW** -----

TOTAL BID AMOUNT \$ _____

****SPECIAL NOTES****

All requests for information (RFI's) shall be submitted in writing/via email to:

Antonio Jenkins

Antonio.jenkins@guardiancrm.com

863-899-6695

Any and all products or services included in this scope of work shall be installed to the manufacture's specifications and in compliance with all applicable City of Stuart, Martin Health Department, NEC, and/or Florida Building Codes.

All NOA product numbers can be found at www.miamidade.gov/buildingcode/pc-search_app.asp.

All products with no NOA requirement number can be found at www.homedepot.com, www.lowes.com, or other retail outlets where such products are sold:

OFFICIAL USE ONLY

WORK WRITE-UP PREPARED BY: Antonio Jenkins of Guardian CRM Date: May 2025
AMENDED WRITE-UP PREPARED BY: _____ Date: _____



REQUIRED ADDENDUM PAGE(S) TO FOLLOW

READ CAREFULLY-WHEN THIS BID ESTIMATE/CONTRACT IS SIGNED, YOU ARE LEGALLY RESPONSIBLE.

NOTE:

- Only licensed and insured contractors legally able to perform work within the State of Florida may submit bids/estimates. A copy of your license and certificate of insurance (listing the City and owner as additional insured) is required to be submitted with your bid.
- For Housing units constructed prior to 1978 where lead-based paint may be present, contractors must have, be able to obtain, or procure a properly licensed/certified EPA-RRP firm in order to complete rehabilitation/abatement on properties where lead is found to be present.
- The bid estimates must be based on the work write-up provided by the City.
- No work shall begin, and no material shall be ordered unless a NOTICE TO PROCEED is issued.
- AS APPLICABLE A BUILDING PERMIT MUST BE OBTAINED FOR ALL WORK PERFORMED.
- NO advance payment is allowed.
- A completed, current IRS W-9 form shall accompany this bid submission: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Funds will be paid directly to the contractor upon submittal of a final invoice, a notarized Prime Contractor and Sub-Contractor Release of Lien, a copy of the final inspection approval. For partial drawings an inspection on partial work, a notarized Contractors Partial Affidavit plus other additional items identified above are required.
- No funds shall be paid to the property owner (applicant).
- All estimates must indicate if connection to public water or sewer service will be required and include all required utility, City charges, and permit fees for such services as part of the estimate.
- Owner/applicant and contractor must discuss and, on all items, related to this bid estimate, including color and type of material to be used (SEE Exhibit "A" to follow).
- All surfaces disturbed by construction shall be repaired in finished to match existing.
- Contractor shall take before pictures and document working condition of all areas, appliances, ect... in the immediate area of construction.
- Where the owner's claims of damage not related to a specific SOW is made the photos and notes referenced immediately above shall be utilized in resolving the dispute.

Contractors are prohibited from offering any additional work or favors outside of the SOW/work write-up proposed by the Housing Inspector. Any additional needed work must be done only through the City's approved CDBG change order process.

By signature below, I attest that I have read the SOW and all related information related to the City of Stuart CDBG ITB and Bid/Purchasing process.

CONTRACTOR Print Name: _____

DATE: _____

CONTRACTOR Signature: _____

To receive consistent bid estimates, the City of Stuart Housing Assistance Consultant provides this form. The City nor its agents, however, are not party to this agreement. Upon completion of any work identified in this bid estimate and approval of the final inspections by the appropriate jurisdiction building inspector, the City will release funds directly to the contractor.

NOTICE BE AWARE THAT:

FLORIDA STATUTE SECTION 837.06- FALSE OFFICIALS STATEMENTS LAW STATED THAT:

“WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND SEGEE, “PUNISHABLE AS PROVIDED BY A FINE TO A MAXIMUM OF \$500.00 AND/OR MAXIMUM OF A SIXTY-DAY JAIL TERM.

(PRINT or TYPE all information unless otherwise noted)

I/we, the undersigned contractor(s), do hereby present and propose the following cost estimate for construction/rehabilitation work to be completed on the identified residential unit. I/we further assure to the best of my ability, that the estimates contained within this bid are an accurate representation and estimate of all necessary work to be completed in relation to the identified residential unit, and **I/we acknowledge that no final payment for work shall be provided until all work has been completed and the corresponding building department has certified the residence** for occupancy, Including all necessary final inspections. All works performed under this contract has a one (1) year warranty on all workmanship and material and a five (5) year warranty on roof replacements from the date of the final project inspection.

Residential Unit Information:

Unit Address: [REDACTED] _____

Owner Name: Robert & Olga Hamilton _____

Owner Phone #: [REDACTED] _____

Contractor Information:

Contractor’s Name: _____ Title: _____

Company Name: _____

Address: _____
(Street or PO Box) (City, State, Zip)

Contractor License Information (As Applicable):

State of Florida	City of Stuart
License Number: _____	License Number: _____

**CITY OF STUART
CDBG
HOUSING REHABILITATION PROGRAM
Subcontractor and Permit Listing**



List all subcontractors that will be used for the work completed on this property: Failure to complete this request may result in this bid being considered incomplete and ineligible for award.

SUBCONTRACTING FIRM NAME	SUBCONTRACTING FIRM PHONE #
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.



List all permits that will be required for the work completed on this property: Failure to complete this request may result in this bid being considered incomplete and ineligible for award.

REQUIRED PERMITS	PRINT NAME OF ENTITY RESPONSIBLE FOR PERMIT
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Contractor's Name (Print Name): _____
 Contractor's Signature: _____
 Title of signatory: _____

“EXHIBIT A”
CITY OF STUART
CDBG
HOUSING REHABILITATION PROGRAM
HOUSING REHABILITATION PROGRAM COLOR/STYLE SELECTION

1. Contractor must provide at least three (3) color choices for each eligible item: See attached scope of work for highlighted eligible items.
2. The City of Stuart reserves the right to veto a color choice made by the homeowner.
3. **It is the contractor’s responsibility to provide color or product selections and to obtain final approval signatures.** Failure to properly complete this form may result in any non-listed color or product installations being revoked at the contractor’s expense.
4. Any deviations from this process must be submitted via email to the CDBG project Manager (antonio.jenkins@guardiancrm.com) for approval.
5. Color/Style selections are to be signed and forwarded to the Housing Program Inspector no later than five (5) calendar days after the NTP takes effect.

COLORS AND STYLES TO BE LISTED IN THE GRID BELOW:

ITEM LOCATION	ITEM PRODUCT #	ITEM STYLE CODE	ITEM COLOR CODE

(NOTE: PLEASE MAKE A DUPLICATE COPY IF MORE SPACE IS REQUIRD. ALL COPIES MUST BE SIGNED)

The signatures on this document confirm acknowledgment of the above listed items:

Homeowner Signature: _____	Date: _____
Contractor Signature: _____	Date: _____
Project Manager Signature: _____	Date: _____



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

June 29, 2017



Jeffrey B. Miller
Management Specialists
2355 Southeast Seafury Lane
Port St. Lucie, Florida 34952
Email: jeff@mgtspec.com

In response to your inquiry of June 28, 2017, the Florida Master Site File lists the following state assigned site ID number for the historical structure recorded at **311 Southwest 3rd Street**, in Stuart, Martin County, Florida:

MT00346

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, State and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Kind Regards,

Sincerely,

Alannah Willis
Archaeological Data Analyst
Florida Master Site File
Alannah.Willis@dos.myflorida.com



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

Pinal Ghandi-Savdas
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

December 1, 2023

RE: DHR Project File No.: 2023-5606-B
Project: [redacted] Housing Rehabilitation FDEO HUD Small
Cities CDBG
County: Martin

Ms. Ghandi-Savdas:

The Florida State Historic Preservation Officer reviewed the referenced project for possible effects on historic properties listed, or eligible for listing, in the National Register of Historic Places. The review was conducted in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations in 36 CFR Part 800: Protection of Historic Properties.

Based on the information provided, [redacted] appears to be potentially eligible for listing in the NRHP under Criteria A: religion (Florida Master Site File Number: MT346). It is the opinion of this office that the proposed rehabilitation should have no adverse effect on historic properties provided the following conditions are met:

Windows:

Replacement windows must be based on the existing materials, or historic documentation and pictorial evidence; or they must be compatible with the historic character of the building. The new work should match the old in material, design, scale, color, and finish.

Doors:

Replacement doors must be based on the existing materials, or historic documentation and pictorial evidence; or they must be compatible with the historic character of the building. The new work should match the old in material, design, scale, color, and finish.


Roof:

Roofs are important in defining the overall historic character of a building. The form of the roof is significant, as are its decorative and functional features, roofing material, and size, color, and patterning. The new roof must be based on the existing materials, or historic documentation and pictorial evidence; or it must be compatible with the historic character of the building.



If you have any questions, please contact Alayna Gould, Historic Preservationist, by email at Alayna.Gould@dos.myflorida.com, or by telephone at 850-245-6343.

Sincerely,



Kelly L. Chase
For

Alissa Slade Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

LEAD-BASED PAINT RISK ASSESSMENT

OWNER/LOCATION:

Robert Hamilton


INSPECTION FOR:

City of Stuart, Florida
ITQ- CDBG-LBP

INSPECTION DATE:

2/17/23

OPERATOR LICENSE:

U.S. Environmental Protection Agency / Florida
certification No. FL-R-4850-2

I hereby certify that to the best of my knowledge; the following report reflects the true lead content of the painted surfaces as tested by XRF at the above address.

SIGNED _____



DATE _____

2/25/23

Anthony C. Penna – President
Associated Consulting Professionals, Inc.
1759 Bayhill Drive
Oldsmar, Florida 34677
Phone 727.773.9200 Fax 727.787.2898

Part 1 – Identifying Information

A lead-based paint risk assessment was performed at [REDACTED] on 2/17/23 for the City of Stuart, Florida. The risk assessment was performed by Anthony C. Penna, EPA certified Risk Assessor No. Fl-R-4850-2.

Laboratory analysis was performed by Schneider Laboratories (see attached).

Part 2 – List of Locations and Type of Identified Lead Hazards

The results of the risk assessment show that lead-based paint hazards (as defined in Title X of the 1992 Housing and Community Development Act) exist in the following locations:

- A. Lead dust hazard(s) – None
- B. Lead-in-soil areas at residence drip lines (composite (3) sampling) – None

We also performed a lead-based paint inspection at this property utilizing XRF technology as recommended by the current HUD Guidelines. Lead-based paint which is still attached to building components are at the following locations:

- A. Exterior – None
- B. Interior –
 - All Old Windows
 - Bed 1 – Beadboard Ceiling
 - Master Bed – Beadboard Ceiling

Part 3 – Remediation of lead dust, lead in soil and lead-based paint

Note: All lead abatement work performed on federally assisted housing is to be performed by an EPA Lead Abatement Supervisor/Contractor utilizing EPA certified Lead-based paint workers who work for an EPA certified lead-based paint firm. RRP or certified Renovators are not allowed to perform abatement on this work.

Methodologies utilized to perform the following activities are outlined in HUD's Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing.

Clearance verification shall be accomplished upon notification from the Abatement Contractor that the project is complete. All Lead-based paint materials and debris must be removed from site prior to this notification. Clearance includes a visual inspection for paint chips, dust and debris and laboratory testing utilizing wipe sampling and soil sampling

Waste disposal is to be performed according to RCRA and/or EPA Guidelines.

Interior:

Old Window Trim and Sashes – Remove and replace with lead-free materials.

Bed 1 – Beadboard Ceiling – Remove all loose paint and other foreign matter. Encapsulate with EPA approved lead paint encapsulant.

Master Bedroom – Beadboard Ceiling - Remove all loose paint and other foreign matter. Encapsulate with EPA approved lead paint encapsulant.

Interior/Exterior Cleaning for Clearance:

Interior of residence does not exhibit lead dust hazard(s). However, during the process of lead abatement, lead chips and or dust may enter the house. It is recommended that all of the walls, sills and floors shall be cleaned by HEPA Vac/ Mop/ HEPA Vac method to ensure passing clearance and finishing with a lead safe jobsite.



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer Associated Consulting Professionals, Inc (3696)
Address 1759 Bayhill Dr.
Oldsmar, FL 34677

Order #: 506479

Matrix Wipe
Received 02/22/23
Analyzed 02/23/23
Reported 02/23/23

Project Robert Hamilton
Location [REDACTED]
Number

Sample ID	Cust. Sample ID	Location	Sample Date	Area	Total	Conc.	RL*
506479-001	W-1	Office FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-002	W-2	Office SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2
506479-003	W-3	Living Room FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-004	W-4	Living Room SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2
506479-005	W-5	Bed 1 FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-006	W-6	Bed 1 SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2
506479-007	W-7	Master Bed FL	02/17/23				
Lead		EPA 7000B		1.00 ft2	<5.00 µg/wipe	<5.00 µg/ft2	5.00 µg/ft2
506479-008	W-8	Master Bed SL	02/17/23				
Lead		EPA 7000B		0.333 ft2	<5.00 µg/wipe	<15.0 µg/ft2	15.0 µg/ft2

Analyst SA
506479-02/23/23 04:44 PM

Reviewed By **Daniel McKee**
Analyst

EPA Lead Clearance

Location	Level	Unit
Floors	< 10.0	µg/ft2
Interior Window Sills	< 100	µg/ft2
Window Troughs	< 400	µg/ft2

HUD Lead Clearance

Location	Level	Unit
Interior Floors	< 10.0	µg/ft2
Porch Floors	< 40.0	µg/ft2
Interior Window Sills	< 100	µg/ft2
Window Troughs	< 100	µg/ft2

Minimum Total Reporting Limit: 5.0 µg/wipe. All internal QC parameters were met. Unusual sample conditions, if any, are described. Do not reproduce this report except in full. Concentration and *Reporting Limit (RL) based on areas provided by client. Values are reported to three significant figures. The test results apply to the sample as received. AIHA-LAP. LLC accredited for Lead (Lab ID 100527).



Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Associated Consulting Professionals, Inc (3696)
Address: 1759 Bayhill Dr.
Oldsmar, FL 34677

Order #: 506479

Matrix Soil
Received 02/22/23
Analyzed 02/22/23
Reported 02/22/23

Attn:

Project: Robert Hamilton

Location: [REDACTED]

Number:

PO Number:

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
506479-009	CS-1	Composite Soil B	02/17/23	1070 mg			
Lead		EPA 7000B		<10.0 µg	<0.000937 %	<9.37 mg/kg	9.36 mg/kg
506479-010	CS-2	Composite Soil D	02/17/23	1090 mg			
Lead		EPA 7000B		<10.0 µg	<0.00092 %	<9.20 mg/kg	9.19 mg/kg

Analyst: SA
506479-02/22/23 04:08 PM

Kelly Muncy

Reviewed By: Kelly Muncy
Manager

EPA Lead in Residential Soil

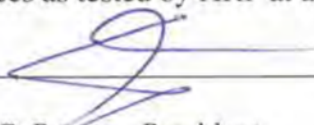
Location	Level	Unit
Play Areas	400	mg/kg
Bare Soil Average	1200	mg/kg

Minimum reporting limit: 10.0 µg. EPA does not distinguish between lead-contaminated soil and soil-lead hazards. All internal QC parameters were met. Unusual sample conditions, if any, are described. Do not reproduce this report except in full. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results apply to the sample as received. AIHA LAP, LLC accredited for Lead (Lab ID 100527).

LEAD-BASED PAINT INSPECTION REPORT

REPORT NUMBER: 2/17/23 13:13
INSPECTION FOR: City of Stuart, Florida
ITQ-CDBG-LBP
INSPECTION LOCATION: **Robert Hamilton**
[REDACTED]
INSPECTION DATE: 2/17/23
YEAR CONSTRUCTED: Pre 1978
INSTRUMENT TYPE: RMD MODEL LPA-1
XRF TYPE ANALYZER/ SERIAL #1121
ACTION LEVEL: 1.0 MG/CM**2
OPERATOR LICENSE: U.S. Environmental Protection Agency /
No. FL-R-4850-2

I hereby certify that to the best of my knowledge; the following report reflects the true lead content of the painted surfaces as tested by XRF at the above address.

SIGNED  DATE 2/20/23

Anthony C. Penna – President
Associated Consulting Professionals, Inc.
1759 Bayhill Drive
Oldsmar, Florida 34677
Phone 727.773.9200
apenna@tampabay.rr.com

COVER PAGE

SUMMARY

XRF INSPECTION NOTES

XRF COMPUTER GENERATED SUMMARY REPORT

XRF COMPUTER GENERATED DETAILED REPORT

SUMMARY

A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards. (See Section IV of Chapter 7 of the HUD Guidelines for further details).

XRF INSPECTION NOTES

When identifying a testing location with a Wall A, B, C or D designation, this is used to determine where a test was taken in correlation to the numbered front entry to the home. Wall A is the front wall, B, C and D walls follow in a clockwise direction around the house or room. For this home wall A is the West wall in all rooms.

When an item is listed as positive it includes all like items in the identified area (room or exterior) unless otherwise noted.

Items such as ceramic tile that are not painted were not tested for lead-based paint.

POSITIVE LEAD-BASED PAINT LOCATIONS:

Exterior – None

Interior –

Windows – All Old Windows

Bed 1 – Beadboard Ceiling

Master Bed – Beadboard Ceiling

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Inspection Date: 02/17/23
 Report Date: 2/20/2023
 Abatement Level: 1.0
 Report No. S#01121 - 02/17/23 13:13
 Total Readings: 86 Actionable: 3
 Job Started: 02/17/23 13:13
 Job Finished: 02/17/23 15:01

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Interior Room 002 Living Room									
034	B	Window	Lft	Lft jamb	F	Wood	N/A	5.9	QM
Interior Room 004 Bed 1									
040	A	Ceiling			F	Wood	N/A	>9.9	QM
Interior Room 005 Master Bed									
048	A	Ceiling			F	Wood	N/A	>9.9	QM
Calibration Readings									
----- End of Readings -----									

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Inspection Date: 02/17/23
 Report Date: 2/20/2023
 Abatement Level: 1.0
 Report No. S#01121 - 02/17/23 13:13
 Total Readings: 86
 Job Started: 02/17/23 13:13
 Job Finished: 02/17/23 15:01

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
Exterior Room 001 House									
004	A	Wall	L Rgt		I	Concrete	N/A	0.3	QM
005	A	Window	Rgt	Rgt casing	I	Wood	N/A	0.3	QM
006	A	Door	Ctr	Rgt casing	I	Wood	N/A	0.0	QM
007	A	Door	Ctr	U Ctr	I	Metal	N/A	0.1	QM
008	B	Wall	L Rgt		I	Concrete	N/A	0.6	QM
009	B	Soffit			I	Wood	N/A	0.1	QM
010	B	Door	Lft	Lft casing	I	Wood	N/A	0.2	QM
011	B	Door	Lft	U Ctr	I	Wood	N/A	0.2	QM
012	C	Wall	U Rgt		I	Concrete	N/A	0.5	QM
013	C	Window	Lft	Sill	I	Wood	N/A	-0.1	QM
014	D	Wall	U Rgt		I	Concrete	N/A	0.3	QM
015	D	Window	Rgt	Rgt jamb	I	Wood	N/A	-0.1	QM
016	D	Window	Rgt	Sash	I	Wood	N/A	0.2	QM
019	D	Door	Ctr	Lft jamb	I	Wood	N/A	0.0	QM
020	D	Door	Ctr	U Ctr	I	Wood	N/A	0.1	QM
017	D	Door	Rgt	Rgt jamb	I	Wood	N/A	0.1	QM
018	D	Door	Rgt	U Ctr	I	Wood	N/A	0.2	QM
Interior Room 001 Foyer									
022	A	Wall	U Rgt		I	Plaster	N/A	-0.1	QM
026	A	Floor			I	Wood	N/A	-0.2	QM
021	A	Ceiling			I	Plaster	N/A	0.0	QM
023	B	Wall	U Ctr		I	Plaster	N/A	-0.1	QM
024	C	Wall	U Lft		I	Plaster	N/A	-0.1	QM
025	D	Wall	U Ctr		I	Plaster	N/A	0.2	QM
Comment: Many of the readings are plaster under wood paneling.									
Interior Room 002 Living Room									
028	A	Wall	U Rgt		I	Plaster	N/A	-0.1	QM
027	A	Ceiling			I	Plaster	N/A	-0.1	QM
033	A	Door	Ctr	Lft jamb	I	Wood	N/A	0.2	QM
029	B	Wall	U Ctr		I	Plaster	N/A	0.0	QM
034	B	Window	Lft	Lft jamb	F	Wood	N/A	5.9	QM
030	C	Wall	U Ctr		I	Plaster	N/A	-0.2	QM
032	C	Baseboard	Lft		I	Wood	N/A	0.0	QM
031	D	Wall	U Ctr		I	Plaster	N/A	-0.1	QM
Interior Room 003 Hall									
036	A	Wall	U Rgt		I	Plaster	N/A	0.0	QM
035	A	Ceiling			I	Plaster	N/A	0.0	QM

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
037	B	Wall	U Ctr		I	Plaster	N/A	0.0	QM
038	C	Wall	U Lft		I	Plaster	N/A	0.3	QM
039	D	Wall	U Lft		I	Plaster	N/A	-0.1	QM
Interior Room 004 Bed 1									
041	A	Wall	U Ctr		I	Plaster	N/A	-0.1	QM
040	A	Ceiling			F	Wood	N/A	>9.9	QM
042	B	Wall	U Ctr		I	Plaster	N/A	0.1	QM
043	C	Wall	U Lft		I	Plaster	N/A	0.1	QM
044	D	Wall	U Rgt		I	Plaster	N/A	0.0	QM
045	D	Baseboard	Rgt		I	Wood	N/A	0.2	QM
046	D	Door	Ctr	Rgt jamb	I	Wood	N/A	0.0	QM
047	D	Door	Ctr	U Ctr	I	Wood	N/A	-0.2	QM
Interior Room 005 Master Bed									
049	A	Wall	U Ctr		F	Plaster	N/A	0.0	QM
048	A	Ceiling			F	Wood	N/A	>9.9	QM
050	B	Wall	U Lft		F	Plaster	N/A	0.0	QM
051	C	Wall	U Lft		F	Plaster	N/A	0.3	QM
052	D	Wall	U Rgt		F	Plaster	N/A	0.2	QM
053	D	Door	Rgt	Rgt jamb	F	Wood	N/A	-0.1	QM
Interior Room 006 Mastr Foyer									
056	A	Wall	U Rgt		F	Wood	N/A	0.2	QM
055	A	Floor			F	Wood	N/A	-0.1	QM
054	A	Ceiling			F	Wood	N/A	0.1	QM
060	A	Door	Ctr	Lft jamb	F	Wood	N/A	-0.4	QM
061	A	Door	Ctr	U Ctr	F	Wood	N/A	0.0	QM
057	B	Wall	U Rgt		F	Wood	N/A	0.2	QM
063	B	Window	Ctr	Sash	F	Wood	N/A	-0.1	QM
062	B	Window	Ctr	Lft casing	F	Wood	N/A	0.0	QM
058	C	Wall	U Ctr		F	Wood	N/A	0.3	QM
059	D	Wall	U Lft		F	Wood	N/A	0.0	QM
Interior Room 007 Master Bath									
064	A	Ceiling			F	Wood	N/A	-0.1	QM
065	B	Wall	U Ctr		F	Wood	N/A	0.2	QM
066	C	Wall	U Ctr		F	Wood	N/A	-0.2	QM
067	D	Wall	U Lft		F	Wood	N/A	0.0	QM
Interior Room 008 Rear Hall									
069	A	Wall	U Rgt		F	Wood	N/A	-0.2	QM
068	A	Ceiling			F	Wood	N/A	-0.1	QM
070	B	Wall	U Rgt		F	Wood	N/A	0.0	QM
071	C	Wall	U Rgt		F	Wood	N/A	-0.1	QM
073	C	Window	Ctr	Sash	F	Wood	N/A	-0.1	QM
072	D	Wall	U Rgt		F	Wood	N/A	0.0	QM
Interior Room 009 R R Bath									

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: [REDACTED]

Reading No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Color	Lead (mg/cm ²)	Mode
075	A	Wall	U Ctr		F	Wood	N/A	0.1	QM
074	A	Ceiling			F	Wood	N/A	-0.1	QM
076	B	Wall	U Rgt		F	Wood	N/A	0.0	QM
077	C	Wall	U Ctr		F	Wood	N/A	-0.1	QM
078	D	Wall	U Ctr		F	Wood	N/A	0.1	QM
Interior Room 010 Kitchen									
080	A	Wall	U Rgt		F	Wood	N/A	0.0	QM
079	A	Ceiling			F	Wood	N/A	0.0	QM
081	B	Wall	U Rgt		F	Wood	N/A	-0.1	QM
082	C	Wall	U Ctr		F	Wood	N/A	-0.2	QM
083	D	Wall	U Lft		F	Wood	N/A	-0.1	QM
Calibration Readings									
001								1.8	Std
002								0.8	Std
003								0.9	Std
084								0.8	Std
085								1.2	Std
086								1.1	Std
----- End of Readings -----									



Environmental Monitoring, LLC.

◆Asbestos, Lead Paint and Construction Air Monitoring ◆Consulting ◆Bulk Sampling for Laboratory Analysis◆
(352) 203-4081 email: robpb3@gmail.com or rrasmussen72@gmail.com

FL Licensed Asbestos Business Organization No. ZA527

U.S. EPA Certified Lead-Based Paint Activities Firm No. NAT-F178890

February 25, 2023

Report No: COS-2-25-23-10

Project:
Asbestos Survey for Renovation



Client:
City of Stuart CDBG-HR Program
121 Flagler Ave,
Stuart, FL 34994



Unofficial without seal
Peter Swarr, PE #44159FL
LAC #63

Signed electronically 2/25/23 by
Peter C. Swarr, PE

6548 SW 131st Place Ocala, FL 34473 352.203.4081

According to your instructions **PbO₃** Environmental Monitoring, LLC. has completed an asbestos survey at the subject property (Project). The following pages of this report contain the results of this inspection. This asbestos inspection report presents data that describes the location of asbestos-containing material (ACM) identified only within the project scope. This report is to be used as a program-planning tool for any proposed demolition, renovation, construction and/or maintenance activities scheduled at this facility. This survey was conducted on site by EPA/AHERA trained professional inspector.

Suspect materials not previously identified in this report may be encountered during any renovation or demolition. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Inspection. These findings should not be treated as absolute nor should they be relied upon to represent conditions at significantly later dates.

PbO₃ Environmental Monitoring, LLC.



Robert Rasmussen
Building Inspector
Asbestos License # ZA527

1.0 INTRODUCTION

PbO₃ was contracted by our client to conduct an Asbestos Survey of suspect asbestos containing materials found in the subject property.

- 1) Identify suspect asbestos-containing materials that would be disturbed during demolition and/or select renovations to this structure.

1.1 INSPECTION AND SAMPLING PROCEDURE

PbO₃ inspection and sample collection procedures are based on the Environmental Protection Agency (EPA) protocols.

An initial facility walk through is conducted to familiarize the inspector with the facility layout. The facility is then divided into functional available spaces that can be accessed. The suspect homogeneous materials are selected for bulk sampling. Samples are collected and placed into separate, sealed plastic bags. Each sample is individually numbered and sample information is entered onto a Field Data Sheet. Sample tools are decontaminated after each sample collection. The samples are delivered to an accredited laboratory for analysis, accompanied by a completed Chain of Custody Form.

Suspect materials are divided into three categories: surfacing materials (such as plaster and surface coatings), thermal system insulation (TSI) (such as mudded TSI fittings, duct insulation, and pipe insulation), and miscellaneous material (such as floor tile, drywall, and mastic). Asbestos-containing materials are classified according to:

- Friability**
- * Friable
 - * Non-friable

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Nonfriable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of nonfriable ACM, Category I and Category II nonfriable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

A particular suspect material may be found in several different locations within a facility. The EPA does not require that these materials be sampled in each location, provided the materials are of the same type, age, appearance, have the same date of installation, and are sampled in accordance with EPA requirements to provide statistically reliable data that can be extrapolated onto all remaining non-sampled areas.

Accredited inspectors determine the number of samples of each material to be collected, depending on the material's category and the amount of material present.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 80 linear meters (260 linear feet) of regulated asbestos-containing materials (RACM) on pipes, 15 square meters (160 square feet) of regulated asbestos-containing materials on other facility components, or at least one cubic meter (35 cubic feet) of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping.

1.2 METHODS OF LABORATORY ANALYSIS

Samples are analyzed in accordance with AHERA requirements using the following reference methods:

- EPA Interim Method for the Detection of Asbestos in Bulk Insulation Samples (EPA 600/M4-82020, December 1982).
- McCrone Research Institute's The Asbestos Particle Atlas.

All bulk samples are analyzed using PLM visual area estimate (VAE). Friable materials containing asbestos estimated at less than ten percent by PLM-VAE may be reanalyzed by PLM point counting. Additional treatment and tests may be used as required to accurately define composition (i.e., ashing, extractions, and TEM). All bulk sample laboratory reports are verified through an established quality assurance (QA) procedure.

1.3 QUALITY CONTROL PROCEDURES

Laboratories accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) analyze all samples. These laboratories participate in the NVLAP, as well as the American Industrial Hygiene Association (AIHA) Bulk Asbestos Sample Quality Assurance Program. **PbO₃** verifies all sample data for accuracy by cross-referencing Field Data Sheets, Chain of Custody Forms, and field notes.

1.4 DETERMINATION OF ACM CLASSIFICATION

The positive identification of asbestos in a material or product can only be made through laboratory analysis. Visual inspection or common knowledge is not a positive test. The asbestos content of a suspect material is determined by collecting a bulk sample and having it analyzed by PLM. The PLM technique determines the specific type of asbestos present in the bulk sample and VAE provides an estimate of the percentage of asbestos.

The EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) - National Emission Standard for Asbestos (40 CFR Part 61, subpart M) defines a non-friable asbestos-containing material as any material with

[REDACTED]

an asbestos content greater than one percent as determined by PLM analysis. A friable material estimated to contain less than ten percent asbestos as determined by PLM-VAE must be analyzed by PLM point counting and determined to contain less than one-percent asbestos in order to be considered a non-regulated ACM.

A clarification memorandum issued by the EPA regarding the NESHAP regulation included the following statement:

The parties legally responsible for a building (owner or operator) may take a conservative approach to being regulated by the NESHAP. The responsible party - may choose to act as though the building material is an asbestos-containing material (greater than 1%) at any level of asbestos content (even less than 1% asbestos). Thus, if the analyst detects asbestos in the sample and estimates the amount to be less than 10% by visual estimation, the parties legally responsible (owner or operator) of the building may elect to assume the amount to be greater than 1% and treat the material as regulated asbestos containing material or require verification of the amount by point counting.

1.5 INSPECTION LIMITS

PbO₃ has performed the Client requested tasks in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the assessment. **PbO₃** cannot guarantee and does not warrant that this Asbestos Survey has identified all adverse environmental factors and/or conditions affecting the subject properties on the date of the Assessment. **PbO₃** cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by **PbO₃** are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Assessment, will be valid only as of the date of the Assessment. Please note that the test results relate only to those homogeneous materials tested. If conditions, or materials, other than those addressed in this report are encountered during the planned demolition activities, **PbO₃** should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. We must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. Hypothetical examples include floor tile hidden under carpeting, and not detected by our typical examination of the area under the carpet at a corner(s) or existing hole(s), an abandoned length of insulated pipe hidden within a finished wall, an asbestos-cement sewer vent pipe in the wall behind a toilet, asbestos paper/felt between hardwood flooring and the sub-floor or old vinyl floor tile covered over with plywood and newer flooring materials. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at convenient locations, due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

We generally assume that roofing material, vinyl flooring and floor mastic contains asbestos, as asbestos roofing material, asbestos vinyl flooring and asbestos floor mastic are very common unless noted as sampled. Location and sampling of underground items, such as asbestos-cement pipes, would have been outside of the scope of the survey. Cloth jacketed electrical wiring if present, should be assumed asbestos containing material. Electrical wiring is typically not sampled unless the electrical system has been verified by our client as de-energized.

Electrical wiring is typically not sampled unless the electrical system has been verified by our client as de-energized. Swimming pools are not tested unless they are accessible and drained. Swimming pools should be assumed an asbestos containing material.

EPA 6001R-93/116 is the specified method for analysis of bulk material samples for asbestos under the EPA Asbestos Hazard Emergency Response Act, there have been reports that this method may not identify asbestos when fiber sizes are extremely small or if they are bound in a resinous material. Such materials include floor tile, mastic and asphaltic roofing. Currently, reanalysis by Transmission Electron Microscopy (TEM) to verify results of <1 % or "None Detected" for these materials is recommended.

Quantities shown in this survey are estimates, actual quantities may vary. Field verification is the responsibility of the contractor. Contractors are responsible for their own verification of quantities prior to bid submittal.

Suspect materials not previously identified in this report may be encountered during any demolition, renovation and/or maintenance activities. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

1.6 INSPECTION DATE AND INSPECTOR INFORMATION:

PbO₃ employee Richard Anderson inspected the structure on February 14, 2023.

2.0 FACILITY CONSTRUCTION INFORMATION:

The structure is a wood framed structure on piers a concrete slab with an asphalt shingle roof.

2.1 FACILITY MAINTENANCE AND/OR RENOVATION HISTORY

Unknown

2.2 SUSPECT MATERIAL SUMMARY

- Drywall with Joint Compound
- Ceiling Texture
- HVAC Duct Mastic
- Window Glazing
- Exterior Caulking
- Stucco
- Asphalt Single Roofing
- Concrete

2.3 RESULTS

There was a total of Twenty-Seven (27) samples (including sub-samples) analyzed by EPA Method 600/M4/82/020R-93/116. Based upon our visual observations, bulk sampling of suspect materials and subsequent microscopic analysis, we have determined that **No Asbestos Containing Material was detected.**

2.4 RECOMMENDATIONS

Suspect materials not previously identified in this report may be encountered during any demolition, renovation and/or maintenance activities. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

That this survey be used to identify asbestos containing material and components prior to any planned demolition, renovation, construction and/or maintenance activities scheduled at this facility.

Controlled “Wet” demolition of all materials in place is recommended. Provided the demolition activities do not subject presumed non-friable asbestos containing material (if present) to cutting, sanding, grinding, abrading, or otherwise rendering them friable during demolition.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the demolition of all buildings identified with Asbestos Containing Material (ACM) and/or presumed ACM. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
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**Community Development Block Grant
(CDBG)**

Housing Assistance Plan & Procedures

For

**CITY OF STUART, FLORIDA
FFY
2020 - 2025**

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I. INTRODUCTION

This manual is a guide for implementing the housing strategies and related aspects of the City's Community Development Block Grant (CDBG) Housing Programs, including the Regular CDBG categories (henceforth "CDBG"), and the CDBG Disaster Recovery Initiative (henceforth "DRI"). The responsibilities of the City, the Applicant homeowner, construction contractor, the Program Administrator (PA) and the Housing Rehabilitation Specialists (HRS) are specifically addressed in this manual.

The Program Administrator (PA) shall be the City Designee for oversight of this Housing Assistance Plan (HAP) and Procedures, and his/her duties are addressed herein. The PA shall approve all HRS work, including any Consultant or contract work, such as grants administration or project delivery services. The PA makes all final recommendations and decisions as to awards, monitoring reports, policies or other work generated by contractors or consultants. The major focus of this manual is on housing finance, housing rehabilitation, demolition/clearance, procurement and replacement of eligible, HRS-approved dwellings. Relocation of households is also covered to a limited extent, as described herein. The Anti-Displacement Policy should be consulted if displacement or permanent relocation becomes a concern. Except under Federally Declared Disasters and similar extenuating circumstances, and by waiver of the City Commission and approval by the Florida Department of Economic Opportunity (FDEO), no CDBG housing activity shall be undertaken that causes displacement of legal residents from a dwelling unit. Permanent relocation shall only be considered for replacement units where the existing lot is not suitable for the replacement unit or is unsafe for the residents. Eminent domain shall not be addressed using City CDBG Housing funds.

The goal of the CDBG program(s) is to meet the U.S. Department of Housing and Urban Development (HUD) CDBG (DRI where applicable) National Objectives including but not limited to the rehabilitation of substandard units, and the rehabilitation of units affected by natural disasters, located within the unincorporated limits of the City and to bring them up to a minimum acceptable living standard. This standard shall include the HUD Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and other relevant local codes (whichever is most stringent for each code-related item). This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units under the CDBG regular category and DRI categories to be assisted shall be owner-occupied.

DISCLAIMER: Not all provisions apply to all programs herein. City staff, or designee, reserves the right to make final interpretation of this plan. Further, in the event of any conflict between or among any provision(s) herein applicable Florida Administrative Rules, statutes, or HUD regulations the more stringent may be applied by City staff or designee.

II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS OPERATIONAL POLICES AND PROCEDURES

All procedures outlined in this section are applicable to all CDBG categories including Regular Category Housing Rehabilitation, and the Disaster Recovery Initiative Housing Rehabilitation and Assistance Category. The operational procedures in this section govern all categories and may be amended or expanded by any requirements set forth in the individual strategies and the different programs and categories may require.

A. Housing Program Objectives

Maximizing community improvement and benefit should be the goal of any housing program on its way to meeting national and/or State funding objectives. The objectives of the City's Housing Rehabilitation Programs include but are not limited to:

1. For all CDBG Programs, to assist and encourage the revitalization of very low, low to moderate income neighborhoods through a Housing Rehabilitation and Deferred Payment Loan (DPL) Program.
 - a. AMI means Area Median Income
 - b. VLI shall mean very low income or thirty percent (30%) AMI
 - c. LI shall mean low income or fifty percent (50%) AMI
 - d. LMI shall mean low-to-moderate income or not to exceed eighty percent (80%) AMI
 - e. OI shall mean over income for the particular income for which an Applicant is applying for benefit under the list above. OI households cannot benefit from CDBG direct assistance (in this case housing).
2. For DRI Only, to encourage the revitalization of very low, low to moderate income neighborhoods affected by declared natural disasters through a DRI Housing Rehabilitation and Deferred Payment Loan (DPL) Program.
3. For CDBG and DRI programs, to remove unhealthy or hazardous conditions (slum and blight) in VLI and LMI households.
4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of VLI and LMI neighborhoods to improve their community.
5. For CDBG and DRI programs, to address urgent community needs.
6. For all CDBG programs, to preserve existing housing stock, or replacement of substandard housing.

7. For all CDBG programs, to enable VLI and LMI families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
8. For all CDBG programs, to reduce utility costs and to improve the comfort of VLI and LMI families through green construction standards and weatherization activities related to rehabilitation.
9. For all CDBG programs, to improve the property tax base in VLI and LMI neighborhoods.
10. For all CDBG programs, to increase employment and training opportunities for local residents and minority persons through the hiring of individuals and small businesses owned and operated by Section 3 persons and businesses or persons residing in the vicinity of local projects.
11. For all CDBG programs, to make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements or as determined at the City's discretion.
12. For all CDBG programs, to minimize impact of program participation on Applicants and to limit direct costs encountered because of program participation.
13. For all CDBG programs, to adopt modern, green building and energy-efficient improvements for building rehabilitation and construction.
14. For CDBG and DRI programs, treat all participating Applicant homeowners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
15. For CDBG and DRI programs, to provide all program Applicants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
 - a. that Applicant homeowners hold the primary responsibility for maintaining their property and personal finances,
 - b. that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and
 - c. that any assistance provided must be authorized at the proper level.
16. For CDBG and DRI programs, to prepare and harden homes against high velocity winds and wind-borne debris in the event of hurricanes and other such natural disasters.

17. For all CDBG programs, to allow some flexibility in administering the CDBG programs in order to meet the overall CDBG goals and objectives of rehabilitating each addressed dwelling, and to comply with HUD Section 8 HQS, the current Florida Residential Building Code and any local codes that may apply. The City Commission may waive program rules to achieve CDBG objectives and benefits only when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations and requirements.
18. For all CDBG programs, to adopt Complementary activities which are eligible activities, as provided in Section 290.042, F.S., which are necessitated by the primary activity or project scored in the CDBG Application for which grant funds are requested.
19. For all CDBG programs, to allow Complementary activities in the Housing category, which include water and sewer hookups to provide service to units being rehabilitated or providing rehabilitation to the kitchen and/or bathroom plumbing of houses so that they can access water and/or sewer hookups. Water and sewer hookups are not complementary if they are the primary activity because the home is not being rehabilitated except as needed to allow the hookup.
 - a. For the purpose of this HAP the per- housing unit cost of providing service shall not exceed \$5,000. The use of CDBG funds for complementary activities may not exceed thirty five percent (35%) of the total CDBG funds requested for the primary activity.

B. Key Terms

Program Implementation:

HAP: Housing Assistance Plan

PA: Program Administrator

HRS: Housing Rehabilitation Specialist

DPL: Deferred Payment Loan

SOW: Scope of Work

Governing bodies:

CATF: Citizens Advisory Task Force

AHAC: Affordable Housing Advisory Committee

HRS: Housing Rehabilitation Specialist

FDEO: Florida Department of Economic Opportunity

SHPO: State Historic Preservation Office

THPO: Tribal Historic Preservation Office

EPA: Environmental Protection Agency

Local Government: Local elected body

Recipient: Local governing body

Income Status:

AMI- Area median Income

VLI: Very Low Income: 30% of AMI

LI: Low Income: 50% of AMI

LMI: Low-to-Moderate Income: 80% of AMI

Other terms:

Section 3: a person or business that meets the Federal Section 3 definition

LBP: Lead Based Paint

ACM: Asbestos Containing Material

DRI: Disaster Recovery Initiative

C. Common Housing Program Types

Common Housing Program Types: Community Development Block Grants: *The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Grants consist of the following Categories:*

1. Entitlement Communities:

The CDBG entitlement program allocates annual grants to larger cities and urban counties (200,000 or greater in population) to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily for low- and moderate-income persons.

2. State Administered CDBG:

Also known as the Small Cities CDBG program, the State award grants to smaller units of general local government (less than 200,000 population) that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects.

3. Disaster Recovery Assistance:

HUD provides flexible grants to help cities, counties, and States recover from federally declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

D. Purpose of Policies and Procedures

It is the policy of the City's Housing Rehabilitation Programs to document program policy guidelines and procedures to be used by City staff in the everyday operations and practices utilized in reaching the goals of the Housing Assistance Programs. Further it is the City's policy to:

1. Assure that all programs are administered in strict conformance with the community development and rehabilitation rules and all applicable local,

state and federal requirements (including equal opportunity, conflict of interest, etc.).

2. Assure that no member of the Congress of the United States, the Citizen's Advisory Task Force (CATF), City Commission, or any other elected official shall serve on the CATF or share in proceeds or benefits of CDBG funded rehabilitation work. This monetary benefit would constitute a conflict of interest.
3. With regard to regular category CDBG and DRI categories, housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

E. Administrative Program Policies and Procedures

1. Housing Assistance Plan (HAP)

A Housing Assistance Plan and Procedures guide shall be drafted and approved by the local governing body to be used as a written guide for implementing program specific housing strategies. Including but not limited to Applicant intake procedures, maximum funding amounts, and specific program inclusions and exclusions.

2. Citizen Participation (See the City's Citizens Participation Plan)

As required by specific program rules and requirements, public hearings will be held to provide information and discuss proposed activities to be undertaken, as well as address questions or concerns from the public. All public hearings and workshops shall be advertised in accordance with the appropriate funding agency (HUD, FDEO) requirements.

3. Conflict of Interest

The adherence to the rules and regulations in regard to Conflict of Interest is mandatory. All Applicants that may have a business or familial relationship with a member of the City Commission, CATF, HRS, PA, or participating construction contractors must fully disclose this relationship on the Application and defiantly before a construction contract is executed. In addition, all Applicant names must be disclosed at the regular meeting of the City Commission Meme and the CATF as the application process proceeds and these names must be included in the minutes of both the City Commission and the CATF meetings. The City Commission and CATF members must disclose any relationship with an Applicant and must abstain from any vote related to that Applicant. Any cases of conflict of interests must be made known at a meeting of the City Commission. Before an Applicant with a potential or real conflict as described in 24 C.F.R.570.489 (h)(2), is given final approval for participation the City must notify FDEO in writing. Prior to the expenditure of housing grant funds, the City must receive written notification of FDEO's approval of the waiver of conflict of interest, in accordance with

C.F.R. Section 570.489 (h)(4). If this process is not followed the City and/or the Applicant may be liable for returning the funds expended to the program.

City employees that submit an application for rehabilitation assistance and who are involved in the decision-making process related to the CDBG program or are involved in the financial approvals of this program must identify their conflict of interest at the time of application.

The Federal requirements are found in 24 CFR 85.36 (b) (3) and 24 CFR 570.489(h). The State of Florida requirements are found in Chapter 112.311 – 112.3143 of the Florida Statutes. A Conflict of Interest is defined as a relationship or circumstances whereby a person or organization exercises functions or responsibilities for funded activities through which they, their relatives, or know associates obtain or appear to obtain a financial benefit.

Two types of conflicts are noted, those being beneficiary and procurement.

1. A beneficiary conflict of interest would involve any direct benefit, such as housing rehab, utility hook-up or façade renovation. The conflict would occur when benefits are awarded to anyone with a role in the CDBG and or DRI program approval process, to include but not limited to, a member of a CATF, PA, City officials and Commission members. There are however exceptions to this rule which are explained in 24 CFR 570.611 (d). To request a waiver, the Applicant through the HRS and PA must be submitted in writing to the City for approval, who must then submit the request to FDEO for final approval. Any costs incurred prior to FDEO approval are unallowable. There are no retroactive waivers.
2. A procurement conflict of interest exists if there appears to be a relationship between a funded activity and City officers, their employees or agents, any member of their immediate family or any organization that employs or is about to employ, any of the afore-mentioned individuals. This conflict covers all aspects of the procurement, from solicitation, to award, to administration to include the writing of the Applicant Selection Criteria and in the Priority of Assistance, evaluating proposals and negotiating terms. The affected person must not participate in the procurement process in any manner; the level of conflict is irrelevant. Any conflict or appearance of a conflict requires non-participation. A procurement conflict cannot be waived.
4. Fair Housing (See the City's Fair Housing Policy)
The City and all its Contractors, Consultants and vendors receiving CDBG and/or DRI grant funds shall comply with Title VIII of the Civil Rights Act of 1968, Restoration Act of 1987, Sec. 800 [42 U.S.C. 3601 note] (Fair Housing Act), as amended, 24 CFR [Part 92.252](#), Fair Housing Rents, [Title VI of the Civil Rights Act of 1964](#), Housing for Older Persons Act of 1995 (HOPA), Fair Housing Amendment Act of 1988, Age Discrimination Act of 1975, HCD Act of 1987, as amended, Section 109 of Title 1 of the Housing and Community

Development Act of 1974 (570.487 and 570.495(b)), Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 (ADA), Executive Order 11063, Executive Order 11259. The City of Stuart also will comply with 42 U.S.C. § 3604(f) (3), to ensure that the design and construction of covered multifamily dwellings include features of accessible design for disabled persons.

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally and not discriminated against on the basis of race, color, religion, sex, national origin, familial status, and disability, when serving housing needs.

The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, familial status, and disability. In addition to what is covered under the Federal act, Florida law also prohibits discrimination on the basis of material status.

This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with Fair Housing Laws, as well as the more subtle forms of discrimination. Where possible, application materials and handouts for Applicant meetings should be in Spanish, and/or a multi-lingual representative of the organization receiving applications is present to assist Spanish speaking Applicants.

It is the policy of the City to ensure that all state and federally funded projects and activities prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, on the basis of race, color, religion, sex, national origin, familial status, and disability (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18).

5. Equal Opportunity Employment: (See the City's EEO Policy)

It is the policy of The City of Stuart to use state and federal grant funded programs to provide services to very low, low to moderate income Applicants. At no time will employment opportunities provided through the expenditure of state or federal funds or otherwise be denied on the basis of race, color, religion, sex, national origin, familial status, and disability. Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties and all Contractors, Consultants, vendors will be notified. All Equal Employment Opportunity Posters will be displayed as required by state and federal guidelines.

Equal Employment Opportunity protects all employees and the potential employment of all Applicants of the City and any Contractors, Consultants,

and vendors receiving grant funds. These requirements apply at all times for the City or Contractors receiving state or federal grant funds.

6. Section 3 Employment Opportunities: (See the City's Section 3 Policy)

The City and/or Contractors, Consultants, and vendors receiving grant funds shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), Section 3 Statute—12 U.S.C. 1701u, Section 3 Regulation—24 CFR Part 135, 24 CFR 85.36(B)(8).

It is the policy of the City to use its best efforts to afford Section 3 residents and Section 3 business concerns the maximum practicable opportunity to participate in the performance of all grant funded contracts. The City may rely on written representations by businesses and residents regarding their status as Section 3 in lieu of an independent investigation.

Every effort shall be made to notify Section 3 residents and businesses residing or maintaining offices in the local area through public notices, as part of complying with Section 3. Documentation of such efforts is required.

7. W/MBE Employment Opportunities: (See the City's W/MBE Policy)

The City and/or Contractors, Consultants, and vendors shall comply with: Public Law 95-507, The Small Business Act, and Executive Order 11625 of 1971. It is the policy of the City to use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of all grant funded contracts.

8. Permanent Relocation / Displacement:

General:

This activity involves replacement of an eligible owner-occupied unit. The City Commission or its PA will decide with the HRS on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary on a case-by-case basis.

Once the decision is made, the HRS prepares bid specifications based on Applicant homeowner input from review of available plans from the Contractor. Bidding contracting and inspections then proceed as in the rehabilitation process.

For all CDBG categories, permanent relocation (due to flood plain, non-conforming lot, hazards, etc.) and/or demolition-relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. The units must be redeveloped (replaced) on site or elsewhere due to problems with the site. Homeowner eligibility requirements are the same as for

rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy. In this HAP, demolition-relocation shall refer to replacement housing to build a new unit in place of one that must be demolished for reasons outlined in this HAP and as recommended by the HRS.

The Housing Program will comply with the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act of 1970. Except as provided for herein under a Federally Declared Disaster (and then only by City Commission Waiver and FDEO approval), the City will not engage in any project under this HAP that displaces any legal, URA-covered occupants. When provided for in the program budget, for homeowner occupied housing assistance, temporary relocation services can be made available to qualified persons who need to relocate while rehabilitation work is completed. The maximum assistance amount and documentation required to show proof of use of funds shall be determined by the City Anti-Displacement and Relocation Policy that covers those situations in great detail.

Applicant homeowners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the PA determines the Applicant to be ineligible for assistance, the HRS shall recommend, and the City will send written notification to the Applicant stating that the application has been rejected and the reason for the rejection.

9. Property Acquisition: (See the City's URA Policy)

In the event the housing program needs or seeks to acquire property to address a specific community need, some fundamentally required steps will need to occur in order to ensure compliance and the success. Each purchase, or acquisition, may vary case by case.

However, in general terms, the following should take place:

1. Confirm source of funds and authority to acquire,
2. Identify the property/site and determine its suitability,
3. Perform legal description/boundary survey/preliminary title search (services procured as necessary),
4. Send notice of intent to acquire to Owner,
5. Solicit appraisal services and retain Appraiser,
6. Where recommended by the HRS or program required, solicit review appraisal services and retain review appraiser,
7. Receive appraisal review (when required), then solicit and retain Title Company (ies) (title insurance amount and necessity determined in advance),
8. Send offer to purchase and notice of just compensation to Owner of no less than the appraised fair market value,
9. Obtain Homeowner(s) acceptance of offer in writing

10. Finalize contract for purchase with Owner after City legal reviews and approves,
11. Company calculates settlement costs and closing date is set,
12. Closing conducted with funds changing hands and,
13. Records of proceedings retained.

10. Voluntary Acquisition:

The City may purchase property with CDBG/DRI funds for use on eligible activities. While property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased only on a voluntary basis.

The City shall determine the features needed and the funds available for land purchases in the State Sub-recipient agreement(s). When property is needed or required for CDBG/DRI activities, solicitation procedures of the City shall be followed. The request will state the specifications and budget and indicate that the purchase is voluntary. All property acquired by any CDBG/DRI funds shall be meet all the requirements of the Florida CDBG program and shall be used only for eligible CDBG/DRI activities.

No displacement of tenants (or other legal occupants) will occur as a result of any of the City CDBG Housing programs. For lease property, owners do not receive any relocation assistance. Owner-occupants under rehabilitation must voluntarily participate.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the City for purchase of their property in response to a public invitation or solicitation of offers. The City Commission is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site-specific and at least two (2) properties in the community meet the criteria established by the City for usage, location and/or interest to be acquired. The City Commission, prior to publication of a public notice or attendance of any local government representative at a property auction, must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. Accurately describe the type, size and approximate location of the property it wishes to acquire;
2. Describe the purpose of the purchase;
3. Specify all terms and conditions of sale, including maximum price;

4. Indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. Announce a time and place for offers to be accepted; and
6. Announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act will be followed, but all acquisitions shall be voluntary and without displacing legal, URA eligible occupants.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a City official. Records of offers shall be kept. Appraisals are not required for purchases less than two thousand five hundred dollars (\$2,500) if a mutually agreed-to sales price can be reached. Clear title must be present in every transaction. The PA must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the City Commission that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

11. Non-Voluntary Acquisition Plan: (when applicable under DRI for emergency purposes) (not applicable under CDBG regular housing categories)

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent to owner, (5) appraisal services solicited and appraiser retained, (6) where recommend by the HRS or program required, review appraisal services solicited and appraiser retained (7) appraisal received and sent for review, (8) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (9) offer to purchase and notice of just compensation sent to owner, (10) owner contacted by attorney or other representative and contract formalized, (11) settlement costs calculated and closing date set, (12) closing conducted with funds changing hands and, (13) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent via certified mail. The CDBG implementation manual

provides a checklist that may be utilized in following each transaction to successful conclusion. City CDBG/DRI housing funds cannot be used in any way that would cause involuntary displacement. (Refer to the City's separate Anti-Displacement Policy on this subject.)

12. Timing and Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to affect a design that is not wholly site-dependent that is where two or more sites are suitable for the project. It is recognized this may not always be possible; however, a policy of minimizing single-site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The PA shall make the determination as to whether or not bidding, award and start-up may proceed to closing on the property.

In those cases where needed for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The City's Anti-displacement and Citizen Complaint Policies shall be followed in these cases.

13. Appeals / Complaints: (See the City's Grievance Policy)

The HRS and the PA are authorized by the City to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the HRS or the PA. For a complaint to be considered valid, it must be issued in writing within a period of ten (10) calendar days of its occurrence. Responses also shall be issued in writing. The City's Citizen Complaint and Grievance Policy, Citizen Participation Plan and Fair Housing Ordinance shall be adhered to in addressing any complaints.

If the complainant is not satisfied with the PA's response, the issue must be presented in writing to the City Mayor and/or City Manager) in accordance

with the Complaint Procedures set forth in the City's CDBG policies and procedures. Further action on any complaints shall be governed by City CDBG policies, including Citizen's Participation and Grievance Procedures. Any appeals will be made according to the City CDBG policies and procedures. Further appeals, if necessary, must be addressed to the Florida Department Economic Opportunity (FDEO).

14. Fraud

All levels of housing program management are responsible for the detection and prevention of fraud, misappropriations, waste, and other inappropriate conduct as it pertains to the use of specific program funding.

Fraud is defined in this document as a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Any fraud that is detected or suspected will be reported immediately to the PA, who will conduct or employ on his/her behalf to conduct an objective and impartial investigation into the fraudulent activity, along with other applicable departments and/or law enforcement agencies, as deemed necessary or appropriate. Any individual found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action as program regulation and the law will allow, which may include program, service, and/or employment dismissal, as well as prosecution by appropriate law enforcement authorities, when appropriate.

15. Actions Constituting Fraud:

As used in this policy, the term "fraud" includes, but is not limited to, the following:

1. Any dishonest or fraudulent act.
2. Forgery or alteration of any financial document used for the purpose of program eligibility.
3. Deliberately including and/or providing false information from the program assistance application.
4. Deliberately withholding any required information requested to properly determine eligibility status, including all assets, liabilities, incomes.
5. Destruction or concealment of records, income and/or assets.
6. Failure to disclose and/or an attempt to conceal any conflicts of interest relationships.
7. Failure to disclose and/or an attempt to conceal any required information on employment.
8. Any similar or related inappropriate conduct.

16. Non-Fraud Irregularities and Conduct:

This Section covers allegations of personal improprieties or other irregularities not constituting fraud, such as drug abuse or distribution of, vandalism, assault, murder, sex offense or other such public nuisances, or criminal

activity. Suspected improprieties concerning employees, managers, committee members, elected officials, or constituents seeking assistance from the various programs administered by the City, as it pertains to moral, ethical, or behavioral conduct should be resolved by the appropriate Local Government Department Director and Administration whenever possible. This section uses 24 CFR part 5 subpart I; [PREVENTING CRIME IN FEDERALLY ASSISTED HOUSING--DENYING ADMISSION AND TERMINATING TENANCY FOR CRIMINAL ACTIVITY OR ALCOHOL ABUSE \(5.851-5.861\)](#) and 24 CFR part 5 subpart J; [ACCESS TO CRIMINAL RECORDS AND INFORMATION \(5.901-5.905\)](#), as a guide when referencing non fraud irregularities and conduct.

17. Local Government Status Reports:

The housing program may as applicable to funding requirements, create and maintain or require any of its Sub-Recipients, Contractors, Consultants and/or vendors to create and maintain a quarterly status report. This report is to be presented to the PA/HRS on a regular pre-designated date and time each month. It is important that the PA and local governing body be kept informed as to the project scheduling (i.e. bidding, work write-ups, contracting, construction, and completion) and budget to ensure that program compliance is being maintained. Every status report should be prepared in a format approved by the PA/HRS and have an attached budget summary. The budget summary shall contain all relevant construction cost, and demographic data relevant to budget and administrative closeout audits and/or compliance reviews. Likewise, the HRS and PA will submit periodic reports to the local elected officials and submit all required quarterly and annual required reporting to the funding agency on time and as required.

The follow reports include but are not limited to and will be required by the funding agency:

1. Quarterly Status Report (QSR)
2. W/MBE Report (bi-yearly)
3. Section 3 Report (annual)

18. Subordination: (See the City's Subordination Policy)

Approved Applicant homeowners who have received financial assistance from the various housing programs frequently request the local government to subordinate its interest in their property to a new loan mortgage/deed of trust for the purposes of; refinancing an existing first mortgage, obtaining a new line of credit, home improvement, or debt consolidation.

The allowance of the subordination of the DPL shall be in accordance with the local policy as approved by the City and/or the policy approved by the funding agency. An active subordination policy is critical and is intended to protect the local government's financial interest in the homeowner's property without unduly restricting the homeowner's access to the equity in their property.

The language of the documents (grants, mortgages, deeds of trust) filed as liens against a property to secure the City's interest prohibit the transfer of title, or portion thereof, without prior consent by the City. Executing an additional lien, subsequent to the execution of the City's security instruments, constitutes a transfer of title that would make the City's loan/grant immediately due and payable.

19. Consent to Place Subordinate Lien

The City will generally consent to the placement of a Subordinate Lien upon written request from the homeowner(s) under the following conditions:

1. Requests for Subordination of Lien must be approved by the PA, or his/her designee.
2. The following documentation at a minimum should be provided to the PA for consideration of Subordination requests:
 - a. Proof of licensure of refinancing lender to do business in the State of Florida.
 - b. Authorization for Release of Information signed by the homeowner(s). Signatures will be verified.
 - c. Written statement from the Homeowner(s) stating reason for the subordination request.
 - d. Supporting documentation as to the validity of the reason.
 - e. Lender's Good Faith Estimate.
 - f. Complete terms and conditions of the existing loan and the new loan.
 - g. Documentation about payment of taxes and insurance and their status.
 - h. Copy of appraisal or property valuation information with method of determining same.

Note: Consideration should not be given to any request for Subordination of Lien without this information. Additional information may be required.

3. Requests for Subordination of Lien will be reviewed, and a decision made on a case by case basis on such merits as the following:
 - a. Emergency needs arising from a natural disaster.
 - b. Emergency housing repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.
 - c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
 - d. There is sufficient property value to support all outstanding mortgages.
 - e. Refinancing for educational purposes.
 - f. Refinancing for medical emergencies.
4. Request for Subordination of Lien should not be considered under the following circumstances:
 - a. The interest rate on the new mortgage exceeds the interest rate of the existing mortgage.

- b. The cumulative loan-to-value ratio exceeds 100%.
- c. The housing debt-to-income exceeds 30%.
- d. The total debt-to-income ratio exceeds 40%.
- e. There is cash paid out to the borrower(s).
- f. The mortgage lender and applicant fail to provide all required documentation.

5. Additionally, no subordination request should be approved if it contains any of the following provisions:

- a. Adjustable rate mortgage (ARM)
- b. Balloon payment(s)
- c. Open line of credit
- d. Reverse mortgage
- e. Prepayment penalty
- f. Interest only mortgage
- g. Negative amortization

6. In the event the City agrees to subordinate its affordable housing liens or mortgages:

Usually such consideration is given only for proven hardship. Payment of credit card debt is not a basis for approval in accordance with the City's Subordination Policy. It is the intent that granting of subordination shall be one time only and shall not include any liens/mortgages recorded subsequent to the City's lien interest.

20. Refinancing Existing Superior Liens:

The City will generally agree to subordinate its interest in a rehabilitated or newly constructed owner-occupied residential property assisted under the CDBG or DRI programs if the proposed new loan is in an amount that does not exceed the current aggregate balance of existing superior lien(s) plus reasonable closing costs. This policy applies to both repayable and deferred payment loans. Requests for a Subordination Lien due to hardship will be considered on a case-by-case basis and are contingent upon state and federal funder guidelines and rules.

21. Program Income

No program income is planned to result from the CDBG program. Program income should only result in the case of DPL repayment where the title is transferred, or the unit is no longer the primary residence of the Applicant homeowner. All Deferred Payment Loans (DPLs) shall be zero-interest and deferred payment with repayment of CDBG/DRI funds only in the event of transfer of title or where the eligible Applicant homeowners no longer occupy the unit as a primary residence within the DPL period. After the expiration of the FDEO CDBG Award Agreement between the City and the State, the monitoring will be performed by the PA annually through site visits and title verification through the Clerk of Courts and City Appraiser offices. The City's

DPL mortgage documents and liens shall always include a notice to the City as soon as the title changes ownership.

If repayment of CDBG/DRI funds is received during the DPL period, it will be relegated back to the Florida Department of Economic Opportunity (FDEO) or used for additional eligible CDBG/DRI activities as may be authorized by FDEO. Program income or DPL payments received subsequent to closeout will be returned to FDEO (within ten (10) days or the time frame allowed by FDEO at the time of program income receipt if longer than ten (10) days) unless the state's program income regulations are changed.

F. General Program Policies

1. Objectives/Goals of Assistance: The Housing program is designed to provide the following community opportunities:

- a. To allow for public and community participation.
- b. Provide safe and affordable housing solutions to very low (VLI) and low income (LI) families and individuals.
- c. To eliminate deficient code and housing quality standards (HQS) within the housing stock of the community.
- d. Eliminate housing units that can be considered to be a blighted influence on the community.
- e. Eliminate emergency housing conditions that pose an immediate health and safety concern to residents/inhabitants.
- f. Provide energy efficient and affordable green housing features to very low (VLI) and low income (LI) families and individuals.
- g. Address other housing issues that meet program funding criteria within the intent and policy of the specific housing program.

2. Funding Sources

The funding sources listed below will be used to conduct all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

- a. Community Development Block Grant (CDBG):
- b. Community Development Block Grant Disaster Recovery Initiative (CDBG/DRI):
- c. Matched or leveraged State Housing Initiative Partnership (SHIP) funds

The above funding sources may be used to supplement all approved activities associated with the CDBG/DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

G. Priority of Assistance:

Priority of assistance is determined based on local need and specific program requirements. When awarding funds for assistance to Applicants of housing-related services, it is important for the City to establish a fair and equitable underwriting process for selection. For awards to individual Applicants, criteria are established by the program requirements, the current established HUD Area Median Income (AMI) limits, those affected by documented federal disasters, and other non-demographic preferences, such as targeting to special needs populations, elderly and disabled. Eligibility for individuals is based upon annual household income and on a first come, first qualified, and first serve system.

Applicants must complete and submit all required information on all household members for a determination of income eligibility and must be willing to execute all necessary documents on a timely basis.

Applicant Qualification Criteria and Requirements

Applicants will not be served until they have submitted a complete Application with all documentation required and have been found by the HRS to be income-eligible and can document clear and/or unencumbered title.

Income-eligible Applicants are those Applicants with household incomes that fall between Very Low Income (VLI or 30% AMI) to Low-to-Moderate (LMI or 80% AMI). Income eligibility is determined by using the total household gross income and shall be determined upon completion of the application process.

Applicant Selection Criteria and Requirements

Applicants will be selected on a first-come, first-qualified, first-served basis and will be documented by the individual(s) receiving the Applications by date and time stamp. Program rules require that a minimum number of VLI and LI Applicants be served. Therefore, priority will be given to VLI Applicants (minimum of two {2}) and LI Applicants (minimum of five {5}) until the required number of VLI and LI units has been satisfactorily addressed in accordance with and as outlined in the Agency Award Agreement with (HUD, FDEO). Assistance is subject to funding availability. No other ranking or scoring process will be used.

Applicant Priority

While the City will be using a first-come, first-qualified, first-served basis for selecting Applicants for program funding, the housing program recognizes there are times when priority must be given to certain underserved groups or to meet funding agency requirements.

Other Applicant priority consideration factors are:

1. Applicants who are elderly (Greater than 62 years of age)

2. Applicants who are handicapped/disabled (with acceptable proof of handicap/disability)
3. Applicants who are veterans of any war as declared by the Congress of the United States of America

These other Applicant priority consideration factors will take effect in the event that Applicants simultaneously submit an Application and it is not discernible by the individual(s) receiving the Application which Applicant entered the facility to submit the Application first, or in the event that the Applicants enter the facility to submit the Application at the same time and there is only one individual to receive the Applications causing one person to have a later date and time stamp on their Application.

In addition, if the HRS, in consultation with the PA and other applicable local government departments (Housing, Building, Fire, Health Department or Code, etc.) determines that one Applicant's housing unit poses a greater hazard to health and safety than another's, the Applicant at greater risk of physical harm may be given priority (i.e. roof replacement would take precedence over a window repair).

H. Applicant Intake

As required by specific program rules, the City will solicit and advertise the appropriate public notification and public hearing(s) notices. A notice of funding availability shall be placed in the appropriate media outlets to provide information and discuss specific program housing activities to be undertaken with the available program funding. Subsequent to the public hearing and advertising periods a minimum of:

1. One (1) Applicant workshop should be advertised and held in a public setting to address additional questions or concerns from the participating public.
2. All public hearings, advertisements, and workshops shall be advertised in accordance with the appropriate funding agency (HUD, and FDEO) requirements.

An informed Applicant will help minimize future misunderstandings. To this end, Applicants should be informed early in the process of the program's income limits, benefits, stipulations for assistance; repayment terms (if applicable) and anticipated timeline from application to assistance. This information can be effectively conveyed via a program and/or goal specific fact sheet or program brochure and should be discussed during the initial Applicant workshop and as required during any follow up contact.

The HRS shall review and Program Administrator shall review and rank the applications based on a first come, first qualified, and first serve process. The DRI category will be based on the same criteria.

The application process will have a noticed cutoff date for the receipt of applications. Applications received after that date shall only be considered on a 'first come, first qualified, first served' basis as alternates after the primary list of Applicants has been considered and exhausted and where sufficient funds still remain to address more units. Primary consideration of 'first come, first qualified, first served' status shall be when the Applicant complies with all program criteria and has furnished all required documentation and can therefore be qualified by the HRS, rather than time of receipt of the initial application. This is contingent upon funds remaining available at the time of approval and the unit in question also qualifying. Income qualification and unit qualification both apply (e.g. an Applicant completes their file and is qualified, but the unit is in the flood plain or historic and insufficient funds remain to address those issues. However, the next Applicant in the first come, first qualified, first served line qualifies and only needs roof and window repairs within the remaining budget.

The HRS or the City's PA may remove an Applicant from any CDBG program for a change in household income, approved in the Applicant Selection Criteria, not complying with the minimum qualification procedures, refusing to comply with the program requirements or HRS directions (such as temporary relocation from an unsafe dwelling or work area), not accepting the program standards or HRS recommendations for eligible repairs or other just cause that would expose the City to unacceptable risk. If it is determined that it is necessary to remove an Applicant from the program, a certified letter will be drafted and recommended by the HRS and sent by the City to the Applicant stating the reasons for the removal. The Applicant will have the right to appeal the decision as identified in the Citizen Participation Plan. The HRS's best judgment shall be the guide in determining whether it is in the best interest of the program or the City to reject a unit or application. The practical housing rehabilitation experience of the HRS is critical in dealing with potential risk to the City or program, or the safety of the occupant in cases where Applicants refuse to cooperate with program guidelines or HRS directions.

Note:

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally when serving housing needs. The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex/gender, familial status, national origin, or disability. In addition to what is covered under the federal act, Florida law also prohibits discrimination on the basis of marital status. This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with fair housing laws, as well as the more subtle forms of discrimination.

I. Application Process and Applicant Eligibility

Listed below are the minimum functions to be performed in processing an Application for Assistance. The City should make every good faith effort to notify the Applicant of eligibility within thirty (30) days of the application date.

1. Review with the Applicant the objectives of the rehabilitation activities.
2. Advise the Applicant on the specifics of the grant program and other funding sources that may be available.
3. Advise Applicant concerning the conditions under which a loan/grant is made.
4. Assign an application number and set up a separate file for each Applicant.
5. Check all local tax records to determine that property taxes are current.
6. Verify Applicant's household income. Retain documentation in program files. (Also housing expenses and assets if they are used.)
7. Determine eligibility of the Applicant for assistance. Evidence that ownership of the property has been verified through the Property Appraisers Office shall be retained in the office files.

The application for assistance should contain all the necessary information to determine whether an Applicant is eligible for program assistance, including but not limited to:

1. The number of people residing in the household including name, age, relationship to head of household, Social Security number, present address and home phone number and employment status;
2. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
3. Sources of annual income, including earned, unearned and asset income (this subject will be described in detail below);
4. A statement signed by the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
5. A signed statement indicating that the Applicant understands that all information provided is subject to Florida's public records laws.
6. An authorization for release of information sheet.
7. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.

To ensure proper Applicant qualification, each Applicant shall also be required to provide, at a minimum, the following documentation, as applicable, on a case-by-case basis.

1. Completed Application for Assistance and disclosures with signatures and date. (*including duplication of benefits documentation from FEMA, Insurance, SBA, family assistance, faith, or community assistance documentation, and duplication affidavits*)
2. Government Photo Identification for Applicant and any co-Applicants.
3. Proof of Ownership, e.g. recorded copy of Property Deed.

4. Current Property Tax Receipt.
5. Most current year's Tax Returns or current year's Tax Transcripts from IRS.
6. Paycheck Stubs (last 3 pay stubs for each working member, with additional and updated stubs required at the City's discretion).
7. Most current Social Security Statement of Benefits for each household member.
8. Most current documentation for other assets - 401(k), retirement/pension, IRA, CDs, annuities, etc.
9. Most current self-employment income statement with schedule C, E, or F.
10. Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).
11. Three most current bank statements for all open checking, savings or other interest-bearing accounts at the time of application and at contract signing.
12. Property Appraiser documentation showing what year the unit was built.
13. Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for eligibility determination.

The PA/HRS should review the application carefully to ensure that the Applicant has provided all sources of income, including total household assets and asset income. If an Applicant has trouble completing the program application and providing the required back up documentation necessary needed for final program eligibility. It may be preferable to schedule a meeting between the HRS and Applicant to complete the application for assistance in a scheduled, face-to-face interview where the Applicant can be prompted to provide accurate and comprehensive income and household information. It is common for Applicants to misunderstand what items to count toward annual income.

1. Applicant Responsibility:

Applicant Homeowners and all household members are responsible for working in good faith and in a responsible, reasonable, and timely manner with the HRS. Reasonable deadlines shall be established at each step of the process of submittal of information by the homeowner. Generally, after two written notifications, any refusal or failure to provide information, or any established pattern of untimely submittal of information by the homeowner, at the HRS's discretion and approval by the PA the Applicant's case file may be closed.

J. Applicant Homeowner Eligibility Standards

In order for a homeowner Applicant to be eligible for purchase and/or rehabilitation assistance, the following criteria must be met:

1. Total household income under CDBG and DRI must not exceed the very low income (VLI) to low-to-moderate income (LMI) limits set for the HUD Section

8 program at the time assistance is provided or no greater than eighty percent (80%) of the Area Median Household Income (AMI) limits.

2. For regular category CDBG and DRI. The Applicant homeowner must possess and provide clear title to the property, although it may be jointly owned, and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.
3. The Applicant homeowner must reside in the dwelling as a primary residence to be rehabilitated for at least one (1) year prior to the time of application (owner occupied assistance). In the case of the DRI category, the Applicant homeowner must have been permanently residing in the dwelling unit as the primary residence at the time of the declared disaster.
4. Property tax, mortgage payments and utility bills must be current, and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title to be eligible for CDBG and DRI owner-occupied rehabilitation.
5. For all CDBG programs, the property must be fully insured for basic hazard/homeownership insurance. Flood Insurance also applies in the one hundred (100) year flood plain and the City must be named as a policy holder if the home is in the one hundred (100) year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement. Any unit to be addressed with CDBG funds must be elevated to at least one foot (1') above base flood elevation (or to local code) whichever is greater or disqualified due to cost infeasibility. This applies to all categories and all activities involving construction.
6. For all CDBG programs, all Applicants that may have a business or familial relationship with a member of the City Commission, the Citizen's Advisory Task Force Committee, HRS, PA and participating construction contractors must fully disclose this relationship at the time of the Application, at the point in time in which the conflict occurs and definitely before a construction contract is executed (see Conflicts of Interest)
7. For regular category CDBG and DRI, if a boundary survey is required, the Applicant homeowner is responsible for providing necessary proof or documentation at the homeowner's expense.
8. Rental or other income generating properties are not eligible to participate in the CDBG or DRI owner-occupied rehabilitation program. Only units occupied by the Applicant(s) with clear title as a primary residence are eligible.

9. In DRI categories, lease units may be addressed if a) the City is seeking lease units to meet DRI VLI or LMMI needs, b) the project is cost feasible, c) the unit(s) are income restricted (either LI or VLI), d) the units comply with all HUD and FDEO eligibility requirements (or will by means of agreement and improvements), e) have CDBG eligible repair needs and f) for VLI rental set aside funds, the property management agency demonstrates capacity and the minimum five (5) years' experience required to participate. Such properties shall be screened and qualified by the selection process and review of the HRS. The property management organization is required to re-verify income annually for all tenants.
10. Applicants may be required to attend a HUD approved eight (8) hour homebuyers' education class prior to closing, this may apply to any new construction units under the DRI program. The HRS will advise the City of any such requirements.
11. For all CDBG and DRI programs, the City shall take all reasonable measures to avoid fraud and abuse. The City shall provide qualified oversight through competent staff of contract program oversight. Any fraud or abuse of Housing funds shall be grounds for disqualification. (See Fraud section of this document)

Each Applicant: to ensure proper homeowner qualification will also be required to provide at a minimum the following documentation, as applicable on a case by case basis:

1. All CDBG programs: Completed application and disclosures with signatures and date.
2. All CDBG programs: Photo Identification for Applicant and any co-Applicants.
3. Regular Category CDBG and DRI: Proof of Ownership Recorded Copy of Property Deed.
4. Regular Category CDBG and DRI: Property Tax Receipt.
5. All CDBG programs: Most current year's Tax Returns or year's Tax Transcripts from IRS.
6. All CDBG programs: Paycheck Stub (Last three (3) pay stubs for each working member of household) OR most current Social Security Verification (Statement of Benefits).
7. All CDBG programs: Most current other assets - 401(k), retirement/pension, Individual Retirement Account (IRA), Certificates of Deposit (CD's), annuities, etc.
8. All CDBG programs (when applicable): Most current Self-employment income statement with schedule C, E, or F.
9. All CDBG programs: Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).

10. All CDBG programs: Three (3) most current bank statements for all open checking, savings, or other interest-bearing accounts at the time of application and contract signing.
11. All CDBG programs: Documentation showing what year the home was built after 1978.
12. DRI only: Documentation showing the Applicant was displaced or received damage from Federally Declared Disaster.
13. All CDBG programs: Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for legibility.

K. Duplication of Benefits

In regard to Disaster Recovery Initiative (DRI): Applicants who responded to an advertised request for Applications must provide additional documentation as listed below:

1. Proof that the residence was impacted by the applicable federally declared disaster event.
2. All FEMA, Small Business Administration (SBA), and Insurance claim documentation.
3. Written certifications and proof of all benefits received.
4. All receipts and/or invoices for work completed using FEMA, SBA, and/or Insurance monies from a filed claim.

Any and all program required self-certifications as is required by the funding agency, the housing program, and applicable local governments

L. Applicant Household and Income Verification

The household and income verification process may vary slightly from one program to another depending on the funding agency requirements. Generally speaking, an eligible household is comprised of one or more natural persons determined by the eligible municipality to be of very low income, low, low to moderate income according to the current HUD income limits adjusted for family size. The HUD Handbook 4350.3 Chapter 3 Section 3-6 (E) provides guidance on whether or not to count an individual as a household member. Whenever the handbook indicates that an individual is a household member, the individual's full income must be included in the annual income.

M. Household Income

An Applicant homeowner's household income eligibility status shall be determined based on the total family Gross Annual Anticipated Income according to household size and make-up. The income eligibility of each household will be determined in accordance with current HUD "annual income" rules and

regulations as defined in HUD Handbook 4350.3 rev 3 or those adopted through the funding agents Consolidated Plan and approved by HUD.

All household income inclusions and exclusions can be found at HUD 24 CFR part 5: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/part5

The income of each household assisted with any CDBG or DRI funds will be determined at the time of purchase in accordance with 24 CFR 570.3 using "annual income" as defined by the Section 8 Housing Assistance Payments Program to ensure income requirements are being met.

The following rules are applicable in determining household income:

1. For all CDBG programs, the gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under age 18) are not included in total.
2. For all CDBG programs, all Applicants applying for housing rehabilitation assistance under the CDBG program will be subject to a third-party income verification process to ensure that all Applicants meet the minimum income guidelines set forth by the established HUD minimum income limits.
3. For all CDBG programs, occupants of a dwelling who are not related to or not dependent upon the Applicant homeowner(s) are considered part of the Applicant homeowner's household.
4. For all CDBG programs, rent or other household support contributed by non-household occupants of a dwelling is included in household income.

For all CDBG programs: The Applicant homeowner's assets, with the exception of the home in which he/she resides, unless previously assisted with SHIP funds, and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILITATION AND CONSTRUCTION POLICES AND PROCEDURES

A. Identification of Units

Housing Rehabilitation will be performed only on units approved by the City and in accordance with grant requirements established by the State of Florida DEO

and the U.S. Department of Housing and Urban Development (HUD). Alternate units may be provided to replace any primary units that may become ineligible. The City will solicit applications either from other housing assistance providers that have knowledge of need within the City, by placing notices in public areas throughout the City and/or by advertising in publicly circulated publications. The City will review applications received using the following selection criteria as defined in the *Priority of Assistance* section of this document:

1. For all CDBG programs, has the Applicant previously been furnished assistance under any City Housing assistance program including State Housing Initiative Partnership (SHIP) or Disaster Recovery Initiative (DRI), or other such federal/state programs, and if so, when and under what circumstances. A former Applicant that received assistance under the regular CDBG category cannot be assisted for five (5) years and in any event will not be served again until all other eligible Applicants have received assistance.
2. For all CDBG programs, number of persons in the family and the family income. Priority will be given to Applicants that meet the VLI and LI Applicant selection criteria as defined in the *Priority of Assistance* section of this document.
3. For DRI, housing units identified by the City when the City falls under a Federally Declared Disaster Event, having been affected by a disaster.
4. For regular category CDBG and DRI, type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program but will be restricted to replacement of said structure with a site-built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions. The HRS shall make the final evaluation and recommendation for addressing any mobile or manufactured units.
5. For all CDBG programs, location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
6. For all CDBG programs, compatibility (consistency) of the proposed residence rehabilitation with the local Comprehensive Plan and/or land development regulations.
7. For all CDBG programs, confirm that the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders.

8. For all CDBG programs, Applicants' willingness to maintain reasonable standard of care (code compliance) and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
9. For regular category CDBG and DRI owner-occupied units, to be eligible, Applicant must be able to show clear title to the property.
10. For all CDBG programs, is the structure is more than fifty (50) years old? The Applicant shall indicate on the Application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the City must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property Appraiser, tax records, or other government agencies' records will be researched to verify the age of the structure.
11. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate under any CDBG or DRI program and the HUD and FDEO requirements. The City makes the final determination of acceptance of an Applicant and of award of any units, subject to the guidelines of this HAP as set forth by the City Commission.
12. For regular category CDBG and DRI, for owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the clear title in the personal name of the Applicant(s) used as the primary residence of the Applicant(s). This does not include any non-residential unit or shared space with nonresidential uses or income generating property.
13. For all CDBG and DRI programs, this program will not assist in the rehabilitation or replacement of rental housing structures.

B. Eligible Property Types

Eligible property types will vary based on the specific goals and regulations of a specific program and its funding origination. The most common eligible property types include but are not limited to:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Homes (replacement only)

All properties must be within the approved program jurisdiction boundaries and the following property eligibility criteria are applicable:

1. Type of construction, (i.e., block, mobile/manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing may be included in the program but will be restricted to the specific requirements set forth in the local program guidelines unless otherwise prohibited by federal or state regulations or infeasible due to Applicant or site conditions.
2. Any home eligible for assistance where the cost of rehab will be in excess of fifty percent (50%) of the appraised value of the home as listed with the local Property Appraiser's office will automatically be considered a replacement home.
3. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
4. Consistency of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
5. Whether or not the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, code violations, taxes, etc.) and mortgage/lien holders.
6. Applicant's willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
7. Whether or not the Applicant has clear title to the property. The Applicant shall have fifteen (15) calendar days from the date of the City's review, which will include the results of a title search. If fifteen (15) days pass without proper documentation or compliance, the application will become an alternate (falling to the bottom of the list on the sixteenth [16th] day) and shall not be considered until 1) all other applications are exhausted with funds remaining and 2) the Applicant has a completed file with full compliance with this requirement and all others.
8. Whether or not the structure is more than fifty (50) years old. The Applicant shall indicate on the application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the City must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation or demolition/replacement prior to the start of work.
9. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate and eligible under specific program rules and in compliance with the funding agency requirements. The PA makes the final determination of acceptance of an Applicant and of the award of any units, subject to the guidelines of the local policies.
10. Where applicable the HRS must complete the proper environmental review process, including but not limited to a site-specific Tier 2 form, and receive

written approval or release of funds from the funding agency prior to the start of rehabilitation.

11. Partner-assisted programs (with “partners” being affordable housing developers, community-based organizations, housing authorities, non-profits and similar affordable housing providers) may be implemented as outlined in local policy guidelines. Partners shall be selected using the Request for Qualifications (RFQ) or Request for Proposals (RFP) competitive selection process. Deed restrictions and Deferred Payment Loans (DPLs) apply. All unit and Applicant qualifications and monitoring by the HRS and PA apply. Partners must agree to comply with all program specific requirements and submit to monitoring and directions of the HRS before any funds are released or payments made.
12. For owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the title in the personal name of the Applicant(s) used as a primary residence of the Applicant(s). This does not include any non-residential unit or shared space with non-residential uses or income generating property.

C. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. Addressing local housing code required repairs under current Florida Building Codes requirements for Existing Buildings and local Maintenance Codes and/or Section 8 HQS violations, whichever is most stringent for each code-related repair needs. This will include Florida Energy Efficiency Code for new construction where it applies and Accessibility Requirements (24CFR Part 8, 24 CFR 100.201, 24 CFR 100.205) where they may apply.
2. Providing for cost effective ‘Green Standards and Additional “Green Standards” as described in section *J: Rehabilitation and Replace Procedures*. The most current Florida Green Building Coalition checklist of green features including those required by FDEO and that are appropriate for the type dwelling shall be used as a list of options for including affordable green features.
3. Providing reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible. The HRS shall determine the feasibility and eligibility of any such repairs; and
4. Correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards. The HRS shall determine the feasibility and eligibility of any such repairs.

Except for DRI new construction or redevelopment activities, new construction such as adding a room or closing in a carport is eligible for rehabilitation financing only to eliminate overcrowding or to provide bathroom or laundry hook ups. In all CDBG categories general property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or to eliminate blight. Examples of eligible general

property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor coverings, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

In the CDBG and DRI categories for owner occupied rehabilitation, some general property improvements that are not required by code, and/or Section 8, HQS, or the work required by the code and/or Section 8 HQS (creating a need for restoration) or other eligible reasons listed above and recommended by the HRS may be provided at the owner's expense. The cost for any such improvements shall be borne by the owner who must deposit the funds with the local government prior to construction otherwise the additional items will not be included in the construction. These items must be included in the Contract for Rehabilitation that is developed and administered by the Program. However, ineligible new construction must be contracted separately. Furthermore, any construction not covered in the construction contract will be inspected by the local building inspector and will not be inspected by the HRS or PA.

D. Contractor/Vendor Listing

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum outreach to allow for utilization of qualified local Section 3 and minority contractors.

Programs in which the funding originated from a federal source (CDBG, DRI) prohibit local preference in accordance with 24 CFR 85.36, but require maximum compliance with Section 3, W/MBE, and EEO practices as set forth in HUD and CFR regulations. Every effort shall be made to notify Contractors residing or maintaining offices in the local area through public notices, as part of complying with Federal Section 3 and Minority-Owned Business Enterprise (MBE) requirements. This special effort will be based upon the list of Contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to Contractors, and/or solicitation advertisements, will be placed in the appropriate program file to document compliance. In addition to active efforts to comply with Federal Section 3 and MBE requirements, the City will follow all program requirements in its advertising and will promote fair and open competition, with no restrictions to promote advantages for local firms or businesses.

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the City's compliance with Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate City program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of the City will be used to determine eligibility of the contractors.

E. Contractor/Vendor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be approved as eligible by the HRS, the PA and by the Florida Department of Economic Opportunity (FDEO).

Standard Contractor/Vendor qualifications include but are not limited to:

1. Current license(s) with the appropriate jurisdiction.
2. A satisfactory record regarding complaints filed against the contractor at the State, Federal or local level.
3. Insurance:
 - a. Contractor's Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage
 - b. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law.
 - c. A certificate evidencing Auto Insurance, including bodily injury, in an amount not less than \$1,000,000 per accident and in the aggregate.
 - d. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence.
 - e. Copies of certificates shall be provided to the PA. The Contractor shall provide the PA with a certificate of insurance from the insurer guaranteeing thirty (30) day notice to the Housing Rehabilitation Program before discontinuing coverage.
4. A satisfactory credit record, including:
 - a. References from two (2) suppliers who have done business with the contractor involving credit purchases.
 - b. References from three (3) subcontractors who have subcontracted with the contractor.

- c. The ability to finance rehabilitation contract work so all bills are paid before requesting final payment.
- 5. Satisfactory references from at least three (3) parties for whom the contractor has performed construction work.
- 6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or FDEO.
- 7. Acceptance of all program requirements, including but not limited to Section 3 goals and reporting. MBE goals and reporting and where applicable prevailing wage requirements.

The HRS will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The HRS will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding, and payment will also be explained to the contractor.

F. Contractor Disqualification

Contractors may be prohibited or removed from program participation for, but not limited to:

- 1. Poor workmanship or use of inferior materials.
- 2. Evidence of bidding irregularities such as "low-balling" (submitting an unreasonably low bid in the hopes of increasing the bid amount through change orders once construction has commenced), bid rigging, collusion, kickbacks, and any other unethical practice.
- 3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs.
- 4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely.
- 5. Disregarding contractual obligations or program procedures.
- 6. Loss of license(s), insurance or bonding.
- 7. Lack of reasonable cooperation with homeowners, HRS, PA, rehabilitation staff or the others involved in the work.
- 8. Abandonment of a job.
- 9. Failure to complete work in a timely manner.
- 10. Inability or failure to direct the work in a competent and independent manner.
- 11. Failure to honor warranties.
- 12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or FDEO.
- 13. Other just cause that would expose the Program or homeowner to unacceptable risk.
- 14. Failure to respond to a minimum of three (3) consecutive requests for bids.

15. At the contractor's request.

G. Eligibility Inspection

Each Applicant who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection of the Applicant's unit is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the HRS will reject the unit/Applicant. In the case of owner-occupied rehabilitation and upon PA review and approval, a written rejection notification will be sent to the Applicant via certified mail within ten (10) days stating the reason for rejection.

If both the Applicant and the house structure appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the HRS and approved by the Applicant and the PA. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the Applicant covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a home that cannot be financed. When the unit and Applicant receive preliminary approval, bids are solicited for the job.

Once the HRS has found the Applicant and the dwelling unit to be program eligible, a full property inspection and review will be conducted. The inspection process shall at a minimum consist of the following:

1. The completion of the HUD HQS Inspection Form (optional at the HRS discretion).
2. The completion of the pre-Scope of Work (SOW) and inspection report further detailing all code/HQS deficiencies and listing the areas in which rehabilitation is required.
3. The completion of the final SOW and cost estimate

H. Bidding

Bidding of potential CDBG and DRI units is conducted by the HRS in conjunction with the City Procurement/Purchasing Department. Applicants review the pre-approved list of eligible contractors before their cases are sent out for bids. Applicants have the right to remove any contractor(s) from the list of prospective bidders for their unit, as long as the removal request is based on non-discriminatory, non-bias, or other non-subjective reasoning and at least three (3) eligible contractors are allowed to bid. The Applicant must be willing to justify the removal of contractor(s) from the bidding list. Applicants may also request

additional contractors as bidders. If these Applicant-requested contractors submit the Contractor Application and are approved by the PA and are otherwise eligible, they may be added to the bidders list and bid on the housing rehabilitation work. The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms. Under CDBG and DRI, the HRS shall qualify and recommend all contractors and other necessary vendors (lead-based paint, asbestos, title search, mold, appraisal, land survey, environmental, etc.) for work the HRS recommends or the program requires on eligible units. In these cases, the City policies shall govern the qualifying and award process, including this HAP.

No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent via email, fax or U.S. Mail to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors from the requirement that they must be pre-qualified.

1. Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of the work order and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.
2. Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference held at the approved unit to be rehabilitated or inspect the house under the Applicant's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).
3. Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding procedures will adhere to City purchasing policy. Bids

below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The PA reserves the right to reject any and all bids and to award in the best interest of the Applicant and the City. The Applicant must approve the bid award prior to signing contracts.

. No contractor will be allowed to have more than two (2) jobs per bid round, with a maximum award of three (3) jobs under construction at one time without consent of the PA unless:

- a. The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
- b. The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the City Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

4. Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/City and Applicant homeowner/contractor agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction. These agreements at a minimum should consist of the following:

1. Voluntary Participation and Final SOW Approval.
2. Final Income Certification and Affidavit.
3. Truth in Lending Statement.
4. Program Mortgage/DPL and Note.
5. Rehabilitation Agreement/Rehabilitation Contract.
6. Notice to Proceed.
7. Notice of Commencement.
8. Color/Style Selection Sheet.
9. Temporary Relocation Statement (where applicable).
10. Three (3) Day Recession Notification.

I. Deferred Payment Loans (DPLS)

The CDBG/DRI Programs provide financing for eligible activities to income qualified Applicant homeowners in the form of zero-interest Deferred Payment Loans (DPLs) (mortgage), the amount of which shall include the accepted bid

amount for rehabilitation plus a contingency reserve. In the case of DRI, this can also include acquisition or purchase assistance.

1. Deferred Payment Loans (DPL)

- a. Deferred Payment Loans (DPLs) are zero-interest loans with deferred payments that become grants when and if all criteria are met by the Applicant. The DPL is provided to a) homeowners who are unable or unlikely to obtain conventional financing due to their income limits, or b) to assist disaster affected homebuyers in purchasing a home under DRI.
- b. DPL financing is also used in the CDBG and DRI categories to provide assistance with housing rehabilitation and/or replacement of owner occupied, eligible units. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within the date specified in the terms of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the specified lien period the principal is "forgiven" or subtracted from the principal balance in equal annual amounts for CDBG and DRI rehabilitation loans, so that at the end of the specified term of owner occupancy (by at least one of the Applicants if owned jointly), the loan is fully amortized. There is no interest charged during this specified term agreement.
- c. In the event that the sole owner dies or both/all owners die within the specified loan period, repayment of the loan will not be required, and the DPL is forgiven (i.e. it becomes fully amortized upon the death of the final owner).
- d. The assistance provided to each Applicant, at the time of closing, will be in the form of either a primary or secondary mortgage. The mortgage will be recorded in the Public Records of the City. The City will monitor possible triggers of the DPL repayment with annual title verification with online City services through the Clerk of Court and Appraisers offices and through visits to the assisted units.
- e. The primary affordability mechanism is a Deferred Payment Loan (DPL) at zero interest and is forgiven in accordance with the following schedule:

<u>Assistance Amt.</u>	<u>Lien/Affordability Period</u>	<u>CDBG/DRI Forgiven</u>
<u>Annually</u>		
Under \$15,000.00	5 years	100% forgiven only when mature
\$15,001-\$40,000.00	10 years	forgiven 20% annually after 1 st 5 years
Over \$40,001.00	15 years	forgiven 10% annually after 1 st 5 years

Demo/Replacement 20 years

forgiven
20% annually
after 1st 15 years

NOTE: With regard to Demo/Replacement (new construction housing), under the CDBG and DRI Category DPL's must maintain long-term Affordability for the lien periods as described above. In these instances, the CDBG and DRI funded DPL's are not forgiven annually for the first 15 years. After the first full fifteen (15) years the CDBG and DRI funded DPL's are forgiven 20% annually for the next five (5) years until amortized.

- f. If repayment of a DPL becomes due, the (prorated for CDBG and DRI) principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the City Commission may, at their discretion, and with FDEO approval, allow repayment of the DPL over a term not-to-exceed fifteen (15) years, at a yield of not more than one percent (1%) interest per annum, and/or allow transfer or sale of the unit to another income qualified household for the remainder of the lien period.
- g. Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for one hundred percent (100%) of the cost of rehabilitation.
- h. The maximum DPL for the regular CDBG and CDBG/DRI categories for an owner-occupied single-family dwelling for repairs or replacement is eighty thousand dollars (\$80,000).
- i. If rehabilitation costs require more than maximum allowed DPL in the aforementioned categories and the owner is unable to finance the additional cost, the dwelling unit may be disqualified by the HRS unless matched, leveraged, or other alternative funding is available. If the HRS considers it appropriate and in the best interest of the program, CDBG funds may be used in lieu of alternative funding only upon 1) availability of CDBG construction funds and 2) the approval of the City Commission of a waiver of the maximum DPL.
- j. As a general policy, a contingency amount of approximately five percent (5%) shall be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment in writing to pay for all required changes exceeding the authorized loan limit, or if the PA determines that the situation does not require a contingency fund.

J. Rehabilitation and Replace Procedures

All rehabilitation and replacement construction work shall include and address Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and relevant local codes (whichever is most stringent for each code-related item).

When replacing older obsolete products and appliances the following “green” standards will be implemented for all homes rehabilitated, including new home construction to include:

Green Standards

1. Refrigerators that are replaced or installed shall be Energy Star rated;
2. Gas water heaters that are replaced or installed shall be Energy Star rated;
3. All exterior doors and windows that are replaced or installed shall be Energy Star rated;
4. All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated.

Additional standards for all homes

1. Weatherization of all homes rehabilitated
2. At a minimum, weatherization shall include attic insulation, and if appropriate, floor insulation, as well as sealing all exterior walls.
3. HVAC units that are replaced or installed shall be Energy Star rated and have a SEER rating of at least 14.
4. Where feasible and cost effective as determined by the PA/HRS, all rehabilitation and new construction work, major or otherwise, shall include the installation of water-efficient toilets, showers, and faucets.

K. Structural Requirements

For all CDBG programs, in addition to household eligibility requirements for rehabilitation, the dwelling must:

1. Meet (or through feasible repairs meet) Section 8 Minimum HQS and,
2. Be feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - a. Correct all violations of the local housing code, the current Florida Building Code and Section 8 Housing Quality Standards;
 - b. Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead-based paint. If lead-based paint is found, interim control procedures will be used for all houses rehabilitated at or below twenty-five thousand dollars (\$25,000). Houses rehabilitated at a cost above twenty-five thousand (\$25,000) will be rehabilitated using abatement procedures. Any occupants will be notified in writing of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures;(also see Lead Base Paint procedures)
 - c. Meet applicable local zoning requirements, as well as local, State and Federal housing code requirements for rehabilitation work;

- d. Leave at least twenty percent (20 %) of the original structure based upon the formula provided in this section;
 - e. Not exceed the program costs noted in this HAP;
 - f. Be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such;
 - g. New construction or substantial improvement of any residential building (or manufactured home) located within the one hundred (100) year flood plain shall have the lowest floor, including any basement, elevated no lower than one (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided;
 - h. The HRS will determine if any special surveys or studies are needed and may require any surveys or environmental assessments (with funds available) to determine feasibility of a unit. The City designee and PA shall approve such special studies or surveys before being ordered. If the recommended studies or surveys are cost infeasible, the unit may be denied at the City's discretion, or the Applicant may pay the cost of such studies or surveys the HRS recommends;
 - i. Provide interim controls or abatement for asbestos hazards as required by HUD, the State and EPA that will be assisted by the program.
3. For regular category CDBG and DRI. Be suitable for redevelopment or replacement housing units in cases where rehabilitation is not feasible and sufficient funds (CDBG and DRI) are available for the completion of a new or replacement housing unit that meets all of the above and all other criteria in this HAP. Redevelopment and replacement units must meet all of these requirements to be eligible.

L. Structural Integrity

For all CDBG programs, rehabilitation requires that at least twenty percent (20%) (CDBG and DRI) of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total one hundred percent (100%) of the structural value of the house. These components and ratios are: roof – twenty percent (20%), exterior walls – sixty percent (60%), and flooring system – twenty percent (20%).

As an illustration, assume fifty percent (50%) of the roof must be replaced, fifty percent (50%) of the walls must be replaced and twenty-five percent (25 %) of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that fifty percent (50%) replacement of the roof is equal to replacing ten percent (10%) of the structure, fifty percent (50%) replacement of the exterior walls equals thirty percent (30%) replacement of the structure, and twenty-five (25 %) replacement of the flooring system equals five percent (5 %) replacement of the structure. Thus, replacement equals ten percent (10%), plus thirty percent (30%), plus five percent (5%), or a total of

forty-five (45%) of the structure. This leaves fifty-five percent (55 %) of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the HRS. Should significant deterioration occur between application approval and the time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the HRS whether to replace it with an alternate unit in accordance with current FDEO contract requirements.

M. Cost Feasibility

Pertaining to the CDBG and DRI categories, as an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. *These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging with other funding sources.* The limits may be exceeded for rehabilitation/replacement costs when alternative funds are available for leveraging but must be specifically approved by the City Commission or PA as exceeding the described limits.

1. \$80,000 per single family detached house (CDBG and DRI)
2. \$50,000 per unit of a duplex, Townhome, or Condominium unit (DRI)
3. \$20,000 per mobile home unit built after Jan. 1, 1997(CDBG and DRI)

In addition, for the CDBG and DRI categories, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed eighty dollars (\$80) per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

N. Clearance

Requirements are identified by the HRS and are included in the replacement unit bid package. In this way, the same Contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

O. Rehabilitation / Demolition Differences

A major difference between assistance provided to demolish / replace an entire unit and rehabilitation work is that, with a demo / replace unit, the DPL issued is not for the full value of the replacement unit (owner occupied). (With rehabilitation, the DPL is issued for the full value of the rehab work performed.) The value of the DPL is based on a calculation that takes the difference between

the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the Applicant homeowner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the homeowner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the homeowner as soon as possible, upon satisfaction of the DPL.

1. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The Contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site-built homes along the same lines as for rehabilitation work.
2. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the CDBG/DRI limitation for cash on hand is not violated.
3. Rehabilitation cost feasibility limits are based on number of bedrooms to be provided for site-built homes. These limits may not be exceeded without approval from the City Commission are:
 - a. four or more bedrooms - \$80,000 CDBG/DRI
 - b. three bedrooms - \$70,000 CDBG/DRI
 - c. two bedrooms - \$60,000

In the case of replacement of existing SF/ mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above, unless approved by the City Commission or its PA.

Necessary CDBG approved site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

P. Temporary Relocation

The CDBG Housing program provides an allowance for temporary relocation assistance to qualified persons who need to relocate while the work is being completed on their primary residence. The City will either;

1. Assist eligible Applicants with up to one thousand dollars (\$1,000.00) of

Assistance (\$500 at move out and \$500 upon return: Award of temporary relocation assistance is based upon the availability of funds.

Q. *Contracting and Commencement of Construction*

The HRS recommends the contract amount and contractor to the PA before the DPL and contract are signed. The DPL amount, contract amount, contractor, unit and owner eligibility are all approved by the PA.

The rehabilitation contract is then executed between the Applicant homeowner(s) and the Contractor. The contract should contain all federal provisions, including but not limited to EEO, Section 3, W/MBE, drug free workplace, and insurance statements. The DPL is executed by the PA on behalf of the City simultaneously with the construction contract, with the three (3) day rescission period running simultaneously for both legal agreements.

For all units, the DPL and the Notice of Commencement are recorded immediately, no more than three business days of execution. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. For the CDBG and DRI categories, when temporary relocation of the occupants is required, the Notice-to-Proceed will be delayed until the unit is vacated. The contract time of performance (generally 30 - 45 days for rehabilitation and 90 - 180 days for replacement or redevelopment) begins with issuance of the Notice to Proceed. The HRS shall recommend the appropriate contract period based on the type, size and complexity of the work.

R. *Construction Progress Inspections*

Periodic inspections of the rehabilitation construction are performed by the City and the HRS throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the HRS prior to the contractor receiving partial or final payment. The Applicant homeowner's acceptance of the work is also required before payment is received. No final payments will be issued until the City Building Department issues a Certificate of Completion or Certificate of Occupancy and all lien wavers are collected and cleared.

S. *Change Orders*

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written Change Order before the additional work is started. The Change Order may be executed by the Applicant

homeowner and contractor and is approved by the HRS and the PA. All change orders must be approved by the PA and the HRS. Change orders may also be issued to correct code deficiencies, or to obtain any other desired change in the work. CDBG funds can only be for Change Orders that correct code violations as documented by the local building department, a bonafide code violation report, time, or to meet Section 8 HQS found after rehabilitation begins.

For CDBG and DRI categories, additional non-code-related changes will be at the Applicant homeowner's expense.

T. Payment

Contractor payments are to be consistent with local policy, unless otherwise approved by the City and the funding agency as allowable by all applicable regulations. Specific payment policy depends on the program, and the type and amount of assistance being provided, and the contract awarded.

There will be NO payments shall not be processed without proper signatures from the owner, the contractor, the HRs, and the PA. Also, no payments shall be processed without completed primary and subcontractor lien waivers as applicable to the contract award or as required by the local policy.

Contractor Payment request and submissions should at a minimum follow these general guidelines:

1. Contracts of twenty-five thousand dollars (\$25,000) or less will not be paid until the Contractor has completed the job.
2. Contracts in excess of twenty-five thousand dollars (\$25,000) allow a partial payment upon satisfactory completion of sixty percent (60%) (and 100%, see below) of the rehabilitation work (less punch list items), with a retainage of twenty percent (20%) of the completed contract amount.
3. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the HRS or PA.

<u>Construction Completion</u>	<u>Percentage of Funds Paid</u>
Less than 50%	0 %
50 % and all permits pulled	50%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are completed.

Approval of a partial payment requires:

1. A determination by the HRS and the PA that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical

- progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the Contractor.
2. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor.
 3. Approval of the work by the Applicant homeowner and/or PA.
 4. An affidavit from the Contractor stating that either:
 - a. There are no claims for unpaid goods and/or services connected with the job,
 - a. All laborers, suppliers and subcontractors have received just compensation for their goods,
 - b. Services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
 - c. A list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. Acceptance of all work by the Applicant homeowner, the HRS and the PA.
2. Submission of all manufacturers' and other warranties (e.g., appliances, roofing, extermination, contractor's warranty covering the entire job for a minimum one (1) year, etc.).
3. Waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice.
4. A certificate of occupancy or final approval from the Building Department to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements.
5. Completion of all punch list items and
6. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the Applicant homeowner refuses to authorize payment due to a dispute with the Contractor, the PA may recommend disbursement without the Applicant homeowner's approval if the claim is shown to be without merit or inconsistent with the policies and the goals of the program. Such disbursement shall be issued only after the PA and the HRS have reviewed the facts and circumstances involved in the dispute and have determined that the Applicant homeowner's refusal to issue payment is without just cause. If a person or party feels that his/her complaint has not been sufficiently addressed by the HRS or PA, an appeal may be made to the Citizen's Advisory Task Force (CATF) in accordance with the City's CDBG Citizen Participation Plan. If a response satisfactory to the aggrieved is not issued by the Committee, an appeal may be made to the City Commission. The City Commission has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local

determination/decision made by the City Commission should be filed with FDEO, as set forth in the City's CDBG Citizen Participation Plan. Sufficient documentation to this effect shall be placed in the Applicant's file.

U. Disputes and Contract Termination

Regarding disputes, and as authorized and outlined in the construction contract, the Homeowner and/or the City have/has the right to stop work and terminate the contract in accordance with approved program policy.

The Applicant homeowners shall make themselves available to the Contractor to resolve all and any issues that might facilitate completion. The Homeowner is also requested to notify the HRS and the PA of any complaints to the Contractor so assistance in follow-up can be provided. If the Contractor does not respond to any oral or written complaints within a reasonable time frame and in a satisfactory manner, the HRS will verify the complaint and report it to the PA. If the PA judges the complaint to be valid, he/she will send a written request for service to the Contractor and a copy to the Homeowner. The Contractor will then take action as monitored by the HRS and the PA. Upon receiving notice that the complaint has been satisfied, the HRS will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a Contractor from participation with the program including but not limited to:

1. Inability or failure to direct the work in a competent and independent manner.
2. Failure to honor warranties.
3. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD, E-Verify or FDEO.
4. Other just cause that would expose the local government, the Program or Homeowner to unacceptable risk.
5. At the Contractor's or Homeowner's request with cause.

V. Project Closeout

The project award work plan and timeline should be monitored on an ongoing basis by the HRS and PA to ensure that the program is on schedule and is in compliance with the executed funding agreement between the local government and the funding agency. All project closeout reports and documents must be completed and submitted to the correct funding agency on time and as required.

W. Program Compliance and Monitoring

When preparing for a compliance monitoring visit, the HRS and Program Administrators and staff should review all Applicant and Program files for completeness of documentation. Special attention should be given to ensure that the income eligibility documentation is mathematically accurate and legible. All files should be orderly and systemically organized. All financial information relevant to each transaction should be easily found, and the files should have copies of invoices and proof of payment. The file should be accessible, and a

comfortable space should be provided for a thorough review. Copies of all advertisement and contracts should also be available.

The following data will be provided by each housing unit as part of the administration documentation for each activity providing direct benefit (for example, housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and maintained in the program files:

1. Name of approved Applicant and address of each housing unit rehabilitated with CDBG funds and the date the construction was completed on the housing unit, and the amount of CDBG funds expended on that housing unit.
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and VLI or LMI status of the household.
3. The number of occupants in the household, categorized by gender.
4. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native).

III. CDBG DRI CATEGORY HOUSING REHABILITATION PROGRAM

The goal for the City CDBG Disaster Recovery Initiative (DRI) Housing Program is to provide down payment assistance, rehabilitate or replace existing owner-occupied housing units located in the City that sustained damage as a result of federally declared natural disaster(s).

A. Housing Rehab or Demo/Replace Activity – Objective

To provide a Deferred Payment Loan (DPL) to VLI and LMI income residents whose homes were damaged by a Federally Declared Disaster. The purpose of the program is to bring the residences that sustained damage during a federally declared disaster up to Section 8 Minimum Property Standards, Florida Residential Building Codes, and the local codes currently in effect in the City, whichever is most stringent for each housing unit need.

B. Housing Rehab or Demo/Replace Activity – Financing

The type of assistance which will be available to eligible residents is known as a Deferred Payment Loan. A brief description of this program is presented below. The DPL is a zero (0) percent interest loan provided by the City. The funding for the loan will come from the City's CDBG DRI Program. The DPL will be secured by a recorded mortgage on the Applicant's property. A DPL will be available for all approved Applicants contingent upon available funding. VLI and LMI Applicants will qualify for a DPL wherein the DPL Amount will be forgiven in annual increments as described in the CDBG Program Operational Procedures section of this document.

C. Housing Rehab or Demo/Replace Activity – Eligibility

1. Only those mobile home properties that are conventionally built structures and mobile homes built after January 1997, which are owner-occupied and located within the City, will be considered for participation in the rehabilitation program. No mobile homes built prior to December 31, 1996 will be considered for rehabilitation.
2. Applicants' incomes must fall within the HUD Section 8 Income Limit guidelines as published by HUD and/or the State of Florida for the region.
3. Priority will be given to Applicants who sustained damage from a federally declared disaster in the following order:
 - a. Participants who responded to the City's advertised request for Applicants whose residences were impacted by the disaster events and who have been qualified and ranked by the City for inclusion in the Disaster Recovery programs, provided the City solicitation for affected Applicants took place after the declared events covered in a federal declaration.
 - b. If the current list of Applicants does not obligate all of the available funding, then a new solicitation for impacted residents will be published.
 - c. All other Applicant eligibility requirements are described in the CDBG Operational Procedures section of this document.
 - d. Priority will be given to Applicants who sustained damage in a Federally Declared Disaster.
 - e. No geographic distribution of funding shall be considered, except where specified in the State Sub-recipient Agreement.
4. To select Applicants in both the Rehabilitation and Permanent Relocation Activities, the following steps will be taken:
 - a. The City will utilize the list of potential Applicants developed from previous solicitations (SHIP, HHRP, FEMA) when available for the Federally Declared Disaster.
 - b. If sufficient clients are not obtained from the previous solicitations, a display ad will be placed in one or more local newspapers of general circulation advising local citizens of the availability of grant funds and establishing a convenient time and place for interested citizens to obtain information and pick up application forms. Applications will be accepted by the City for a minimum thirty (30) calendar days after the notice is placed.
 - c. Local organizations which normally work with clientele that may qualify for the program shall be contacted.
 - d. Prior Applicants who have applied for but did not receive City CDBG/DRI assistance will be contacted and advised of the funding assistance and requested to submit an Application.

Once a list of potential Applicants is obtained, the HRS shall perform initial inspections on the dwellings to determine which of the following categories they fall into:

D. For conventionally (“site”) built structures and modular homes:

1. Rehabilitation for these structures is not to exceed eighty thousand dollars (\$80,000.00).
2. If the cost of correcting all existing code violations is estimated to exceed eighty thousand dollars (\$80,000.00) or, the unit is deemed structurally unsound and not feasible for rehabilitation, the dwelling will be considered for Demolition Replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

E. For mobile homes built after 1996:

1. Rehabilitation for these structures is not to exceed twenty thousand dollars (\$20,000.00).
2. Replacement housing – if the cost of correcting all existing code violations exceeds twenty thousand dollars (\$20,000.00), or if the mobile home is deemed structurally unsound and not feasible for rehabilitation the dwelling will be considered for demolition replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

F. Temporary Relocation:

The CDBG/DRI Housing program provides an allowance for temporary relocation assistance to qualified Applicants who need to relocate while the work is being completed on their primary residence. The City will: 1) assist eligible Applicants with up to \$1,000.00 of assistance,

G. Applicant Requirements:

1. Applicants must be income eligible in accordance with HUD LMI income requirements.
2. Applicants must be able to produce clear title in order to receive assistance from the CDBG/DRI program. The City is not providing funds for the entire rehabilitation cost of the home. Other funds or match funds could be utilized.
3. The Applicant must complete a Purchase Assistance Application.
4. Applicants must sign the City’s Mortgage and Promissory note. The City’s mortgage (typically a second mortgage) is forgiven after 5, 10, 15, or 20 years – depending on the amount of assistance received.
5. Total household income cannot exceed eighty percent (80%) of the Area Median Income (AMI). Please see HUD income guidelines.
6. Applicants must be able to verify and document all income and assets of household members above eighteen (18) years of age residing in the housing unit.
7. Applicants are processed and served on a ‘first come, first qualified, first served’ basis.

H. Program Benefits:

1. CDBG funds can be used to pay up to \$80,000.00 of the Applicants' required rehabilitation to address code violation corrections.
2. Increase housing stock; remove slum and blight conditions, correct code violations.
3. Address health and safety conditions and concerns.
4. Increase City tax base.
5. Increase homeownership.
6. Assistance with the rehabilitation process.

I. Eligible Properties:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Home built after Jan. 1, 1997.
4. Limitations on maximum CDBG rehab costs - \$80,000.00.
5. All properties must have an inspection.
6. All properties must have clear title pursuant to HUD definitions.
7. Properties must be appropriately zoned.
8. Not located in flood zones.
9. Life estates are permitted under this program.
10. Property must be owned and not rented or leased.
11. All properties must be located in the unincorporated limits of the City.

J. CDBG, DRI rehab and demo/replacement activity – financing

The type of financing assistance which will be available to eligible Applicant homeowners is known as a Deferred Payment Loan (DPL). A description of this program is outlined in the CDBG Operational Procedures Section, as well as other places throughout this document. We have provided summary information as follows:

1. Terms of Assistance:

A zero (0) percent interest, deferred payment loan secured by a mortgage and note. The loan is forgivable in its entirety at the end of the term. Maximum DPL is \$80,000. Additional information is defined under Cost Feasibility and Deferred Payment Loans.

There will be a yearly write-down of the loan after the end of each applicable full year. The write-down will be directly correlated to the amount of the mortgage. The mortgage and note shall provide for pro-rated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the Applicant homeowner during the affordability period.

2. Down Payment Assistance Activity – Objective

To provide a Deferred Payment Loan (DPL) to be utilized as down payment assistance for VLI and LMI (up to 80% AMI) Applicants who have been approved

to purchase dwelling unit under the City CDBG/DRI program. The purpose of the program is to provide gap financing to enable very low- and low-income households to purchase affordable standard residential. Priority will be given to a household that lost primary housing residence due to a federally declared disaster or has been unable to obtain decent, safe, standard affordable housing in the area as a result of federally declared disaster.

3. *Down Payment Assistance Activity – Eligibility*

- a. Applicants' income must fall within the HUD Section 8 income limit guidelines as published by HUD and/or the State of Florida for the region.
- b. No member of the governing body, member of the CATF, employee of the City, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program participation unless they are granted a waiver by the Florida Department of Economic Opportunity (FDEO). The prohibition shall continue for one (1) year after an individual's relationship with the City is terminated.
- c. Priority will be given to Applicants who were forced from their homes because of a federally declared disaster event(s) or are being forced to vacate their existing units due to FEMA temporary living unit evacuation requirements.

K. *Down Payment Assistance Activity - Construction Process*

Once an Applicant has been deemed eligible for the down payment assistance activity, he/she shall close on the loan and proceed with the following steps:

1. The Contractor will apply for and obtain all building permit(s) in the Applicant's name for construction of the residence. Once the building permit is obtained the City will provide the HRS with a copy of the building permit and all subcontractors' permits for the project, a full set of Plans and Specifications for the unit the Applicant is receiving and a recorded "Notice of Commencement" for the dwelling.
2. A Pre-Construction conference will be held between the Applicants, the City and the HRS to review the project in detail.
3. Prior to closing, the City will provide evidence of executed loan agreements with all other agencies that are providing financing for the construction of the dwelling unit.
4. The following documents will be executed simultaneously: An Agreement between the City and the Applicant which allows the City to provide down payment assistance to the Applicant in the form of a zero interest DPL. The DPL will be used to buy down the cost of the primary mortgage and eligible down payment and closing cost. An Agreement executed between the Applicant and the City stating that the Applicant will live in and agree not to sell the relocation property for the duration of the DPL, is required. The DPL process is described in more detail in the Housing Finance section of this document.

L. Down Payment Assistance Activity - Size of Units

Size of units shall be based upon the following criteria concerning the current permanent Applicant of the existing dwelling (per 24CFR:982.401)

1. No more than two (2) person of the same sex may occupy the same bedroom.
2. Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife and very young children).
3. Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped), and family members sixty-two (62) years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

M. Down Payment Assistance Activity - Down Payment Allowances

The approved Applicant of a CDBG/DRI Down Payment Assistance Activity will be eligible for the following Disaster Recovery Initiative Program housing payment assistance maximum amounts, subject to Application review by the HRS and PA, and subject to financial need on a case by case basis to meet down payment needs and keep the primary mortgage reasonable and within current HUD guidelines for maximum monthly rent/mortgage cost for the household income of the Applicant:

Family Size	Up to 80% AMI
1	\$20,000.00
2	\$25,000.00
3	\$30,000.00
4	\$35,000.00
5	\$40,000.00
6	\$40,000.00
7	\$40,000.00
8	\$40,000.00

The HRS and PA will review each Applicant's case and discuss with the primary lender and Applicant the limitations of the program. The HRS will determine the amount of assistance needed for down payment, closing and buy down of the primary note for each Applicant's household size and income range. The HRS will recommend the amount to the PA and City in the best interest of the program. If more funds are needed than allowed to make the Applicant feasible to receive purchase assistance, other housing purchase assistance funds must be obtained to meet HUD mortgage costs limits, or the Applicant will be rejected as infeasible due to income limitations and the inability to keep the primary note within the HUD guidelines (usually no more than thirty percent (30%) of gross income for mortgage, insurance, taxes and other mortgage costs combined, but whatever is current at the time of Application review will be used as a guide).

This Housing Assistance Plan and its Operational Procedures is adopted this
10TH day of AUGUST, 2020



David Dyess, City Manager

APPENDIX A — DEFINITIONS

ADA - Americans with Disabilities Act—Provides federal civil rights protection to individuals who are physically or mentally disabled. The ADA prohibits discrimination against the disabled in employment, public services, public accommodations, and telecommunications. Entities that are covered by the ADA must make reasonable accommodation which involves adapting programs, facilities, or workplaces to allow disabled individuals to participate in the program of services. (HUD's Access to Housing for Persons with Disabilities, (202) 708-3287).

Affordability Period - The time period for which rent restrictions or resale restrictions apply to housing that has been assisted by government funding.

Affordable Housing - Housing is considered to be affordable if monthly housing cost does not exceed a certain percentage of a family's monthly income. The acceptable percentage is thirty (30) percent of a family's adjusted gross monthly income.

Annual (Gross) Income - Total income (earned, unearned and asset income) anticipated to be received by all persons who currently reside or intend to reside in a program assisted-unit for the coming twelve (12) month period. When determining whether a household is income eligible, local governments, participating jurisdictions and project owners must use one of the following three (3) definitions of annual income: (1) annual income as defined at 24 CFR section 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's primary residence may be excluded from the calculation of net family assets); or (2) annual income as reported under the Census long-form for the most recent available decennial Census; or (3) adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

Assets - Cash or non-cash item that can be converted to cash. Under most federally and state funded housing programs, the income from an asset, either actual or imputed, is included in a family's total household income.

Blighted structure: a structure that has substantial deterioration in which conditions are leading to economic distress or endangerment of life, the sub-recipient jurisdiction agrees by ordinance that the structure is blighted, and one or more of the following factors are present:

1. Unsanitary or unsafe conditions.
2. Deterioration of site or other improvement; or
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

CATF: The Citizen's Advisory Task Force which the State's sub-recipient must create in order to provide public participation and comply with citizen participation requirements.

CDBG - Community Development Block Grant - The U.S. Department of Housing and Urban Development (HUD) administers two CDBG programs. Under the CDBG Entitlement Program, HUD provides funds directly to urban counties and metropolitan cities based on a population-based formula. The CDBG Small Cities Program, administered by FDEO, Bureau of Community Development, awards grants on a competitive basis to non-entitlement counties, cities, and towns in Florida.

Closing - The final procedure in a real estate sale, in which property ownership is transferred in exchange for an agreed upon payment.

FDEO – Florida Department of Economic Opportunity –DEO fulfills three major roles in developing and implementing policy in the State of Florida which are: housing and community development, emergency management, and resource planning and management. DEO's activities are accomplished through the following: providing technical assistance; planning projects; administering grant programs; reviewing plans, programs and developments; intergovernmental coordination; and, fostering public/private partnerships.

Deed - A legal instrument that transfers property ownership from one party to another.

Deferred Payment Loan - Funds provided to a borrower under terms that calls for repayment to be delayed for a certain length of time, until certain circumstances change, or a certain threshold is met. In housing programs, deferred payment loans are often used as an affordability mechanism. In home ownership programs the loans often become due when the assisted family sells the home. Under rental programs the loans often become due if the affordability requirements are breached. In most housing programs these loans have an interest rate of zero percent; in some communities interest does accrue.

Demographic Data - Information about the characteristics of human populations, including size, income, age, wealth, race, ethnicity, gender, housing conditions, etc.

Eligible Household - An individual, family or group of individuals living together as a unit, determined to be of very low income (30%-50% of AMI), low-income (50%-not to exceed 80% of AMI) for participation in the Small Cities CDBG and DRI programs.

Fair Housing Act - The Fair Housing Act makes it illegal to deny housing, refuse to rent, sell, or negotiate, or offer different terms and considerations because of race, color, religion, sex, national origin, handicap, or familial status. If you suspect violation of the Fair Housing Act or want more information, you may contact the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 451 7th Street, SW, Washington, D.C. 20410-2000, 1-800-669-9777.

Household - Individual, family, or group of individuals living together in a unit.

HUD - U.S. Department of Housing and Urban Development - The department within the federal government that is mandated by Congress to create conditions for every family to have decent and affordable housing, to ensure equal housing opportunities for all, and to strengthen and enrich the nation's communities. Offices are located at the national and state levels. HUD Locator for general information: (202) 708-1422; Affordable housing information center: (800) 998-9999. The State Coordinators' Office (serves South Florida): Brickell Plaza Federal Building, 909 SE First Avenue, Room 500, Miami, Florida 33131-3028; phone: (305) 536-5678; fax: (305) 536:5765; website: <http://www.hud.gov/local/fl/working/miamioffice.cfm>. The Jacksonville office (serves North and Central Florida): 401 West Bay Street, Suite 1015, Jacksonville, Florida 32202; (904) 232-2627; fax: (904) 232-3759; web site: [fl/working/jksoffice.cfm](http://www.hud.gov/local/fl/working/jksoffice.cfm).

Lien - Recorded claim against a property whereby the property is security for a debt. Under certain circumstances, the holder of the lien is entitled to have the property sold to satisfy the debt. A lien is an encumbrance against the property.

Low-Income Person or Household - A person or household who's annual (gross) income does not exceed eighty percent (80%) of the Area Median Income, as determined by HUD, with adjustments for smaller and larger families.

Median Income - A determination made through statistical methods establishing a middle point for determining income limits. Median is the amount that divides the distribution into two equal groups: one group having income above the median and the other group having income below the median.

Mortgage - A temporary and conditional pledge of property to a creditor as security for the repayment of a debt. The borrower (mortgagor) retains possession and use of the property.

Reconstruction - Rebuilding of a structure, usually on the same foundation as the existing housing which will be demolished.

Rehabilitation - The alteration, improvement or modification of an existing structure.

Section 504 - Section of the Handicapped Accessibility/Architectural Barriers Act that Requires all public buildings to be designed, constructed, or renovated to provide access for physically handicapped persons.

Very Low-Low-Income Person or Household - A person or household who's annual (gross) income does not exceed fifty percent (50%) of the area median income, as determined by HUD, with adjustments for smaller and larger families.

APPENDIX A — RESOURCES

Income Verification Resources:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/requirements/verifying

Link to HUD and HOME Sample Income Verification and Contract documents:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/library/forms

HUD income limits; (Listed from 2000 to 2013)

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>

Section 3 and W/MBE Resources:

www.hud.gov/section3.-Contains:

Section 3 Statute—12 U.S.C. 1701u

Section 3 Regulation—24 CFR Part 135

Frequently Asked Questions

Section 3 Model Programs

Downloadable Forms

State of Florida W/MBE directory:

<https://vendorstrator.dms.myflorida.com/directory>

Davis Bacon Resources:

[HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs](#)

[Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies](#)

[A Contractor's Guide to Prevailing Wage Requirements](#)

Fair Housing Link:

www.hud.gov/fairhousing