



City of Pensacola

Agenda Conference

Agenda - Final

Monday, January 9, 2017, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

PRESENTATION ITEMS

1. [16-00335](#) PRESENTATION FROM RAY PALMER ON AN INDOOR SPORTS COMPLEX/PERFORMANCE ARENA

Recommendation: That City Council allow a presentation on an Indoor Sports Complex/Performance Arena.

Sponsors: Brian Spencer

REVIEW OF CONSENT AGENDA ITEMS

2. [16-00348](#) AIRPORT COMMERCE PARK - PROPERTY ACQUISITION E2410 - COLLEGE HEIGHTS

Recommendation: That City Council authorize the purchase of E2410 (Parcel ID# 141S292100230001) from Tanya Hatfield for \$75,000 along with relocation assistance of \$74,900, closing costs of \$1,900, 5% contingency in the amount of \$7,590, and moving costs of \$5,000 for a total amount of \$164,390.

Sponsors: Ashton J. Hayward, III

Attachments: [Airport Commerce Park Map, Updated January 2017](#)
[Summary Appraisal Report, Client File #E2410](#)
[Technical Appraisal Review, #E2410](#)

3. [16-00324](#) AIRPORT COMMERCE PARK - PROPERTY ACQUISITION E2413 -
COLLEGE HEIGHTS

Recommendation: That City Council authorize the purchase of E2413 (Parcel ID# 141S292100007002) from James W. Stegall for \$78,000 along with relocation assistance of \$71,900, closing costs of \$1,900, 5% contingency in the amount of \$7,590, and moving costs of \$5,000 for a total amount of \$164,390.

Sponsors: Ashton J. Hayward, III

Attachments: [Air Commerce Park Map, Updated January 2017.pdf](#)
 [Summary Appraisal Report, Client File #E2413.PDF](#)
 [Technical Appraisal Review, #E2413.PDF](#)

4. [16-00325](#) AIRPORT - APPROVAL OF LEASE AGREEMENT WITH THE
UNITED SERVICES ORGANIZATION

Recommendation: That City Council authorize the Mayor to execute a Lease Agreement with the United Services Organization at the Pensacola International Airport. Further that City Council authorize the Mayor to take all actions necessary relating to the execution of the Lease Agreement.

Sponsors: Ashton J. Hayward, III

Attachments: [Airport USO Lease Agreement.pdf](#)

5. [16-00323](#) AIRPORT - AWARD OF CONTRACT, RFP NO. 16-042 BAGGAGE
HANDLING SYSTEM AND PASSENGER LOADING BRIDGE
OPERATION AND MAINTENANCE SERVICES

Recommendation: That City Council award a contract for RFP No. 16-042 Baggage Handling System and Passenger Loading Bridge Operation and Maintenance Services to Elite Line Services, Inc. for the maintenance and operation of the baggage handling system and passenger loading bridges at the Pensacola International Airport. Further, that Council authorize the Mayor to execute all contract and related documents and take all related actions necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: [Airport Baggage Handling System and Passenger Loading Bridge Operatio](#)
 [Tabulation of Proposals for RFP No. 16-042](#)

6. [16-00330](#) ACQUISITION OF THE FORMER AMERICAN CREOSOTE WORKS
PROPERTY (ACW) AT TAX SALE AUCTION

Recommendation: That the City Council authorize the Mayor to enter into the County Tax Sale Auction, if necessary, for the potential acquisition of the former American Creosote Works property, reference number 00-0S-00-9080-001-164 located at 700 BLK South I Street.

Sponsors: Ashton J. Hayward, III, Jewel Cannada-Wynn

Attachments: [Property Appraiser Sheet](#)
[American Creosote Works Superfund Site Status Letter dated July 5, 2016](#)
[EPA Fact Sheet \(EPA-330-F-11-003\) CERCLA Liability and Local Governnn](#)
[Conceptual Reuse Plan Reuse of the American Creosote Works Superfund S](#)
[Reuse Assessment for the American Creosote Works Superfund Site June 201](#)

7. [16-00268](#) AWARD OF CONTRACT - BID# 17-001 BILL GREGORY PARK
REGIONAL STORMWATER TREATMENT FACILITY PROJECT

Recommendation: That City Council award a contract for construction of the Bill Gregory Park Regional Stormwater Treatment Facility Project to Gulf Coast Utility Contractors of Panama City, Florida, the lowest and most responsible bidder with a base bid of \$1,519,080.50 plus Bid Alternate #1 of \$9,500.00, plus Bid Alternate #2 of \$25,000.00, plus Bid Alternate #3 of \$25,000.00, plus Bid Alternate #4 of \$144,985.00, plus a 10% contingency of \$172,356.55 for a total amount of \$1,895,922.05.

Sponsors: Ashton J. Hayward, III

Attachments: [Bid Tabulation, Bid No. 17-001](#)
[Final Vendor Reference List, Bid No. 17-001](#)
[Bill Gregory Park Regional Stormwater Treatment Facility Project Map](#)
[Council Memo NFWF Grant 10-8-15](#)

8. [16-00326](#) AWARD OF CONTRACT TO CALDWELL ASSOCIATES ARCHITECTS, INC. FOR RFQ #16-024 FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF BAYVIEW COMMUNITY RESOURCE CENTER.

Recommendation: That City Council award contract to Caldwell Associates Architects, Inc. of Pensacola for RFQ # 16-024 for Architectural and Engineering Services for the Construction of a Community Resource Center at Bayview Park, for an agreed upon fee of 7.00% of construction costs, estimated at \$315,828, plus eligible reimbursable expenses and additional services estimated at \$404,500, for a total estimated cost of \$720,328. Further, that Council authorize the Mayor to execute all contracts and related documents and take all related actions necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: [Fee Proposal.pdf](#)
[Tabulation Sheet.pdf](#)
[Oral Presentation Ranking Matrix.pdf](#)
[Final Vendor Reference List.pdf](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

9. [16-00327](#) APPOINTMENTS - BOARD OF TRUSTEES-POLICE OFFICERS' RETIREMENT FUND

Recommendation: That City Council appoint two residents of the City to the Board of Trustees, Police Officers' Retirement Fund for a term of two years, expiring December 31, 2018.

Sponsors: Brian Spencer

Attachments: [Member List Board of Trustees - Police Officers' Retirement Fund.pdf](#)
[Nomination Form Bryan Ball.pdf](#)
[Application of Interest Brian Ball.pdf](#)
[Application of Interest Richard Peterson.pdf](#)
[Ballot Board of Trustees - Police Officers' Retirement Fund.pdf](#)

10. [16-00328](#) APPOINTMENT - BOARD OF TRUSTEES, FIREMEN’S RELIEF AND PENSION FUND
- Recommendation:** That City Council appoint a resident of the City to the Board of Trustees, Firemen’s Relief and Pension Fund for a term of two years, expiring December 31, 2018.
- Sponsors:** Brian Spencer
- Attachments:** [Member List Board of Trustees - Firemen's Relief and Pension Fund.pdf](#)
 [Application of Interest - Veronica Dias](#)
 [Resume - Veronica Dias](#)
 [Ballot Board of Trustees - Firemen's Relief and Pension Fund.pdf](#)
11. [16-00329](#) APPOINTMENT - PLANNING BOARD
- Recommendation:** That City Council appoint an individual who is a resident of the city or owner of property in the city, to the Planning Board to fill the unexpired term of Taylor “Chips” Kirschenfeld, expiring July 14, 2017.
- Sponsors:** Brian Spencer
- Attachments:** [Member List Planning Board.pdf](#)
 [Nomination Form Jared Moore.pdf](#)
 [Application of Interest Jared Moore.pdf](#)
 [Nomination Form Melanie Nichols.pdf](#)
 [Application of Interest Melanie Nichols.pdf](#)
 [Ballot Planning Board.docx](#)
12. [16-00318](#) PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-12-5 (BUILDING PERMITS) OF THE LAND DEVELOPMENT CODE - HISTORIC BUILDING DEMOLITION REVIEW
- Recommendation:** That City Council conduct the first of two public hearings on January 12, 2017 to consider an amendment to the Land Development Code, Section 12-12-5 (Building Permits), by including Historic Building Demolition Review.
- Sponsors:** Brian Spencer
- Attachments:** [Proposed Amendment to Section 12-12-5 of the LDC - Historic Building Dei](#)

13. [16-00362](#) PUBLIC HEARING -- AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-2-10 - HISTORIC & PRESERVATION LAND USE DISTRICT, (A)(4) PROCEDURE FOR REVIEW

Recommendation: That City Council conduct the first of two Public Hearings on January 12, 2017, proposing an amendment to the Land Development Code, Section 12-2-10 - Historic & Preservation Land Use District, (A)(4) Procedure for review, by adding subsection (f) allowing for Conceptual review and approval.

Sponsors: Brian Spencer

Attachments: [9-15-16 ARB Minutes](#)
[Proposed Language to 12-2-10\(A\)\(4\)\(f\)](#)

14. [16-00315](#) PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-2-8 (B) (1) OF THE LAND DEVELOPMENT CODE - ADDITION OF MEDICAL MARIJUANA DISPENSARY

Recommendation: That City Council conduct the first of two public hearings on January 12, 2017 to consider an amendment to the Land Development Code, Section 12-2-8 (B) (1), Commercial land use district, to add “Medical Marijuana Dispensary” under the uses permitted section.

Sponsors: Andy Terhaar

Attachments: [Sec 12 2 8 Medical Marijuana Commercial land use district \(002\)rev](#)
[10-11-16 - Planning Board Minutes - Medical Marijuana](#)

15. [16-00261](#) DISPOSITION OF CITY OWNED PROPERTY AT 113 NORTH “C” STREET (FORMER BLOUNT SCHOOL)

Recommendation: That the City Council declare as surplus the property located at 113 North “C” Street (Parcel ID number 00-0S-00-9080-001-018), and authorize the Mayor to dispose of the property through a Request for Proposals.

Sponsors: Ashton J. Hayward, III, Jewel Cannada-Wynn

Attachments: [Blount Location Map](#)
[Council Property Disposition Policy](#)
[Report of Council Action, Property Acquisition - 113 North C Street](#)

16. [16-00354](#) DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY -
400 BLOCK WEST BELMONT

Recommendation: That City Council declare the City-owned unimproved real property located at 400 Block West Belmont Street, Parcel Identification Number 000S009060030022, Account Number 150263000, as surplus and authorize the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

Sponsors: Ashton J. Hayward, III

Attachments: [Parcel Map - 400 Block West Belmont](#)
[Escambia County Property Appraiser Parcel Information - 400 Block West i](#)
[Special Master's Deed, Deed Book 1564, Page 55 - 400 Block West Belmont](#)
[City Council Resolution Number 30-80](#)

17. [16-00355](#) DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY -
WEST INTENDENCIA STREET

Recommendation: That City Council declare the City-owned unimproved real property located at West Intendencia Street, Parcel Identification Number 000S009080014094, Account Number 153145000, as surplus and authorize the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

Sponsors: Ashton J. Hayward, III

Attachments: [Parcel Map - West Intendencia Street](#)
[Escambia County Property Appraiser Parcel Information - West Intendenci](#)
[Special Master's Deed, Deed Book 309, Page 518 - West Intendencia Street](#)

18. [16-00356](#) DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY -
1000 BLOCK NORTH "E" STREET

Recommendation: That City Council declare the City-owned improved real property located at 1000 Block North "E" Street, Parcel Identification Number 000S009060015048, Account Number 150596000, as surplus and authorize the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

Sponsors: Ashton J. Hayward, III

Attachments: [Parcel Map - 1000 Block North "E" Street](#)
[Escambia County Property Appraiser Parcel Information - 1000 Block Nort](#)
[Warranty Deed, Deed Book 309, Page 312 - 1000 Block North "E" Street](#)

19. [16-00374](#) AMENDMENT TO SECTION 3 OF ORDINANCE NO. 23-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) TO REAL PROPERTY AT 101 E. ROMANA STREET AND TANGIBLE PROPERTY FOR DAILY CONVO, LLC

Recommendation: That City Council adopt an ordinance amending Section 3 of Ordinance No. 23-15, granting an Economic Development Ad Valorem Tax Exemption (EDATE) for certain improvements to real property located at 101 East Romana Street and tangible property for Daily Convo, LLC, to read: The period of time for which the exemption will remain in effect is ten (10) years, beginning with the first year that the improvements for which the exemption is being granted are placed on the ad valorem tax rolls.

Sponsors: P.C. Wu

Attachments: [DAILY CONVO-PROPOSED ORDINANCE](#)
[ORD 23-15](#)

20. [01-17](#) PROPOSED ORDINANCE NO. 01-17 - AMENDMENT TO SECTION 3 OF ORDINANCE NO. 23-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION (EDATE) TO REAL PROPERTY AT 101 E. ROMANA STREET AND TANGIBLE PROPERTY FOR DAILY CONVO, LLC.

Recommendation: That City Council approve Proposed Ordinance No. 01-17 on first reading.

AN ORDINANCE AMENDING ORDINANCE NO. 23-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO REAL PROPERTY LOCATED AT 101 EAST ROMANA STREET AND TANGIBLE PROPERTY FOR DAILY CONVO, LLC; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: P.C. Wu

Attachments: [Daily Convo – Proposed Ordinance No. 01-17](#)
[Ordinance 23-15](#)

21. [16-00364](#) AMENDMENT TO CITY COUNCIL RULES AND PROCEDURES-SECTION(S) 2.05 AND 2.09

Recommendation: That City Council amend Council Rules and Procedures, Section(s) 2.05 and 2.09 to clear up currently existing ambiguity and conflict.

Sponsors: Brian Spencer

Attachments: [City Council Rules and Procedures, Section 2.05 Agenda Conference - Orde](#)
[City Council Rules and Procedures, Section 2.09 Presentations](#)

22. [16-00339](#) AMENDMENT TO CITY COUNCIL RULES AND PROCEDURES-
 -SECTION 3.04
- Recommendation:* That City Council amend Section 3.04 of the City Council Rules and Procedures, Council Established Boards, by mandating yearly Ethics and Sunshine Law training, establish April 1st of each year as the date by which the training must be completed, require training within 30-days of appointment and create a reporting mechanism to ensure compliance.
- Sponsors:* Sherri Myers
- Attachments:* [Proposed Amendment to the City Council Rules and Procedures](#)
23. [16-00345](#) AMENDMENT TO POLICIES OF THE CITY COUNCIL - FUND
 BALANCE POLICY SECTION (D)(3)(C)
- Recommendation:* That City Council amend the Fund Balance Policy of the City Council, Section (D)(3)(c) changing the minimum reserve from 15 percent to 20 percent.
- Sponsors:* Andy Terhaar
- Attachments:* [Fund Balance Policy - Proposed Amendment -Terhaar](#)
24. [16-00375](#) AMENDMENT TO SECTION 3-3-2 OF THE CODE OF THE CITY OF
 PENSACOLA - CONTRACTS FOR PUBLIC WORK AND PURCHASES
 OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST
 RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF
 COUNCIL AND MAYOR; EMERGENCY PURCHASES
- Recommendation:* That City Council adopt an ordinance amending Section 3-3-2 of the Code of the City of Pensacola - Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of Council and Mayor; emergency purchases - by including Purchasing of Lobbying and/or Lobbyist services.
- Sponsors:* Sherri Myers
- Attachments:* [ORD re Sec 3-3-2 City Code - Lobbyist Services](#)

25. [02-17](#) PROPOSED ORDINANCE NO. 02-17 -- AMENDMENT TO SECTION 3-3-2 OF THE CODE OF THE CITY OF PENSACOLA - CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES

Recommendation: That City Council adopt proposed ordinance 02-17 on first reading.

AN ORDINANCE AMENDING SECTION 3-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING A NEW SECTION (C) TO PROVIDE FOR THE PURCHASING OF LOBBYING AND/OR LOBBYIST SERVICES; PROVIDING FOR SEVERABILITY; R E P E A L I N G C L A U S E ; PROVIDING AN EFFECTIVE DATE.

Sponsors: Sherri Myers

Attachments: [ORD re Sec 3-3-2 City Code - Lobbyist Services](#)

26. [16-00350](#) EAST HILL NEIGHBORHOOD ASSOCIATION REQUEST FOR AN OVERLAY DISTRICT

Recommendation: That City Council refer to the Planning Board for its review and recommendation, a request from the East Hill Neighborhood Association for an overlay district. Further, that the Planning Board work with the neighborhood groups in gathering input for this overlay district.

Sponsors: Brian Spencer

27. [16-00334](#) SETTING MEETING DATES FOR THE CLIMATE ADAPTATION AND MITIGATION TASK FORCE AND THE PORT ECONOMIC FEASIBILITY STUDY COMMITTEE

Recommendation: That City Council set the date of the first Climate adaptation and Mitigation Task Force meeting to take place no later than February 15, 2017 and the first meeting of the Port Economic Feasibility Study Committee to take place no later than March 15, 2017.

Sponsors: Sherri Myers

28. [16-00340](#) BOARDS, COMMISSIONS AND AUTHORITIES ANNUAL REPORT
AND RECOGNITION RECEPTION

Recommendation: That City Council schedule a special meeting whereby each Council created Board, Commission or Authority will present their annual report and that after this special meeting, a reception be held in recognition of the board members.

Sponsors: Sherri Myers

Attachments: [Yearly Board Reports Reception - Myers](#)

29. [16-00349](#) SCHEDULE A CITY COUNCIL GOALS & OBJECTIVES WORKSHOP

Recommendation: That City Council schedule a workshop to discuss the City Council's Goals & Objectives for the upcoming two (2) years.

Sponsors: Jewel Cannada-Wynn

30. [16-00358](#) LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE
PENSACOLA POLICE DEPARTMENT

Recommendation: That the City Council approve a request to expend \$107,900 from the Law Enforcement Trust Funds to purchase various items for the Pensacola Police Department and its personnel. Further, that City Council approve the supplemental budget resolution to provide funding for these items.

Sponsors: Ashton J. Hayward, III

Attachments: [Letter of Certification](#)
 [Supplemental Budget Resolution](#)
 [Supplemental Budget Explanation](#)

31. [17-01](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-01 - LAW
ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE
PENSACOLA POLICE DEPARTMENT

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 17-01.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-01](#)
 [Supplemental Budget Explanation](#)

32. [16-00360](#) SUPPORT OF REPEAL OF, OR IN THE ALTERNATIVE, AN AMENDMENT TO SECTION 403.7033, FLORIDA STATUTES, ALLOWING FOR LOCAL REGULATION OF NON-DEGRADABLE BAGS AND CONTAINERS

Recommendation: That City Council adopt a Resolution in support of the repeal of, or in the alternative, an amendment to Section 403.7033, Florida Statutes, allowing local regulation of non-degradable bags and containers.

Sponsors: Sherri Myers

Attachments: [Resolution.Non-Degradable Containers.2017](#)

33. [17-02](#) RESOLUTION NO. 17-02 - SUPPORT OF REPEAL OF, OR IN THE ALTERNATIVE, AN AMENDMENT TO SECTION 403.7033, FLORIDA STATUTES, ALLOWING FOR LOCAL REGULATION OF NON-DEGRADABLE BAGS AND CONTAINERS

Recommendation: That City Council Adopt Resolution No. 17-02.

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PENSACOLA,
FLORIDA SUPPORTING LEGISLATIVE
EFFORTS TO REPEAL, OR IN THE
ALTERNATIVE, AMEND SECTION
403.7033, FLORIDA STATUTES, SO
THAT LOCAL GOVERNMENTS ARE NO
LONGER PREEMPTED FROM
ENACTING LEGISLATION
REGULATING NON-DEGRADABLE
CONTAINERS.

Sponsors: Sherri Myers

Attachments: [Resolution.Non-Degradable Containers.2017](#)

34. [16-00371](#) FY 2017 STREET REHABILITATION - GROUP 7

Recommendation: That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project Group 7 to Roads Inc., the lowest and most responsible bidder with a base bid amount of \$2,693,298.02 plus a 5% contingency of \$134,664.90 and \$10,000.00 for miscellaneous construction items for a total amount of \$2,837,962.92. Further, that City Council approve the supplemental budget resolution appropriating the funds for this project.

Sponsors: Ashton J. Hayward, III

Attachments: [Tabulation of Bids; Bid No: 17-0007, Title: FY 2017 Street Rehabilitation G](#)
 [Final Vendor Reference List, 2017 Street Rehabilitation, Public Works & Fa](#)
 [Rehabilitation Group 7 Map](#)
 [FY 2017 Street Rehabilitation Group 7 List](#)
 [Supplemental Budget Resolution](#)
 [Supplemental Budget Explanation](#)

**35. [17-03](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-03 - FY 2017
STREET REHABILITATION - GROUP 7**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-03.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-03](#)
 [Supplemental Budget Explanation](#)

36. [16-00351](#) FY 2017 STREET REHABILITATION - GROUP 8

Recommendation: That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project Group 8 to MidSouth Paving Inc. the lowest and most responsible bidder with a base bid amount of \$1,896,310.00 plus a 5% contingency of \$94,815.50 and \$6,000.00 for miscellaneous construction items for a total amount of \$1,997,125.50. Further, that City Council approve the supplemental budget resolution appropriating the funds for this project.

Sponsors: Ashton J. Hayward, III

Attachments: [Tabulation of Bids; Bid No: 17-0008, Title: FY 2017 Street Rehabilitation G](#)
 [Final Vendor Reference List, 2017 Street Rehabilitation, Public Works & Fa](#)
 [Rehabilitation Group 8 Map](#)
 [FY 2017 Street Rehabilitation Group 8 List](#)
 [Supplemental Budget Resolution](#)
 [Supplemental Budget Explanation](#)

**37. [17-04](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-04 - FY 2017
STREET REHABILITATION - GROUP 8**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-04.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-04](#)
 [Supplemental Budget Explanation](#)

38. [16-00352](#) FY 2017 STREET REHABILITATION - GROUP 9

Recommendation: That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project Group 9 to MidSouth Paving Inc. the lowest and most responsible bidder with a base bid amount of \$1,744,394.00 plus a 5% contingency of \$87,219.70 and \$6,000.00 for miscellaneous construction items for a total amount of \$1,837,613.70. Further, that City Council approve the supplemental budget resolution appropriating the funds for this project.

Sponsors: Ashton J. Hayward, III

Attachments: [Tabulation of Bids; Bid No: 17-0009, Title: FY 2017 Street Rehabilitation G](#)
 [Final Vendor Reference List, 2017 Street Rehabilitation, Public Works & Fa](#)
 [Rehabilitation Group 9 Map](#)
 [FY 2017 Street Rehabilitation Group 9 List](#)
 [Supplemental Budget Resolution](#)
 [Supplemental Budget Explanation](#)

**39. [17-05](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-05 - FY 2017
STREET REHABILITATION - GROUP 9**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-05.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-05](#)
 [Supplemental Budget Explanation](#)

**40. [16-00344](#) GENERAL DANIEL “CHAPPIE” JAMES JR. MUSEUM AND FLIGHT
ACADEMY FUNDING**

Recommendation: That City Council authorize the Mayor to transfer \$440,000 from the City’s General Fund to the Community Redevelopment Agency’s (CRA’s) Eastside Tax Increment Financing District specifically for the General Daniel “Chappie” James Jr. Museum & Flight Academy Project.

Also, that the City Council approve a supplemental budget resolution.

Sponsors: Gerald Wingate

Attachments: [Map of sites for parking 052014 Chappie James Museum](#)
 [January 2017 Chappie James Funding Resolution](#)
 [January 2017 Chappie James Funding Explanation](#)

41. [17-06](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-06 - GENERAL DANIEL “CHAPPIE” JAMES JR. MUSEUM AND FLIGHT ACADEMY

Recommendation: That City Council adopt supplemental budget resolution No. 17-06.

Sponsors: Gerald Wingate

Attachments: [Supplemental Budget Resolution No. 17-06 January 2017 Chappie James Jr. Museum and Flight Academy](#)
 [Supplemental Budget Resolution No. 17-06 January 2017 Chappie James Jr. Museum and Flight Academy](#)

42. [16-00338](#) ESTABLISHMENT OF A HOUSING INITIATIVES FUND

Recommendation: That Council approve the establishment of an assigned Fund Balance which would be restricted for the Housing Initiatives Fund, dedicated to receiving specified funds to supplement existing and future adopted Housing Program Initiatives. Further that City Council allocate the General Fund portion of the proceeds from the sale of 16 South Palafox into the Housing Initiatives Fund. Finally that City Council allocate 50% of the proceeds from the sales of 1015 N “E” Street, 300 Block of W. Intendencia Street and 50% of all future proceeds from the sale of affordable housing designated surplus properties into the Housing Initiatives Fund.

Sponsors: Ashton J. Hayward, III

43. [16-00365](#) SELECTION OF TOPICS FOR CITY COUNCIL - BOARD OF COUNTY COMMISSIONERS JOINT MEETING

Recommendation: That City Council select the topics they wish to include on the agenda for the Joint Meeting between the City Council and the Escambia County Board of County Commissioners.

Sponsors: Brian Spencer

Attachments: [Joint Meeting Council Member Submitted List of Potential Topics](#)

44. [47-16](#) PROPOSED ORDINANCE NO. 47-16 - AMENDMENT TO SECTION 12-2-24 OF THE LAND DEVELOPMENT CODE--NORTH 9TH AVENUE CORRIDOR MANAGEMENT OVERLAY DISTRICT

Recommendation: That City Council approve Proposed Ordinance No. 47-16 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-24 OF THE CODE OF THE CITY OF PENSACOLA; AMENDING THE LAND DEVELOPMENT CODE, NORTH 9TH AVENUE CORRIDOR MANAGEMENT OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Sherri Myers

Attachments: [Proposed Ordinance-9th Avenue Corridor](#)

45. [48-16](#) PROPOSED ORDINANCE NO. 48-16 - AMENDMENT TO GROUP
INSURANCE AMENDING SECTION 9-7-2

Recommendation: That City Council adopt Proposed Ordinance 48-16 on second reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR CONTINUED INSURANCE
COVERAGE AFTER EMPLOYMENT; AMENDING SECTION 9-7-2;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 48-16](#)

FOR DISCUSSION

46. [16-00386](#) UPDATE(S) ON THE GOVERNMENT ST. STORM WATER PROJECT

Recommendation: That City Council have a discussion about and seek the answers to the following questions:

1. Update on complaints lodged by the Tanyard Neighborhood residents
2. Update on the status of the Government St. Storm Water Project
3. Cost updates on the project
4. Is / will the playground be handicapped accessible

Sponsors: Sherri Myers

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

City Administrator's Communication

City Attorney's Communication

Monthly Crime Report-Chief David Alexander

Monthly Financial Report - Chief Financial Officer Richard Barker, Jr.

City Council Communication**ADJOURNMENT**

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00335

City Council

1/12/2017

PRESENTATION ITEM

FROM: City Council President Brian Spencer

SUBJECT:

Presentation from Ray Palmer on an Indoor Sports Complex/Performance Arena

REQUEST:

That City Council allow a presentation on an Indoor Sports Complex/Performance Arena.

AGENDA: Regular

SUMMARY:

An initial presentation on the proposal for an Indoor Sports Complex/Performance Arena.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00348

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Airport Commerce Park - Property Acquisition E2410 - College Heights

RECOMMENDATION:

That City Council authorize the purchase of E2410 (Parcel ID# 141S292100230001) from Tanya Hatfield for \$75,000 along with relocation assistance of \$74,900, closing costs of \$1,900, 5% contingency in the amount of \$7,590, and moving costs of \$5,000 for a total amount of \$164,390.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

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

The Airport contacted the property owner (Tanya Hatfield) of parcel E2410 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owner, an offer was made based on a fair market value appraisal and a technical review appraisal performed by independent MAI certified appraisers. The offer was subsequently accepted by the property owner.

A Florida Department of Transportation (FDOT) grant is in place that will fund 75% of the project. There was a provision within this grant that required the Airport to repay FDOT 25% of the amount drawn within 10 years. The FDOT authorized the Airport to use its prior capital purchases of property as an in-kind contribution to offset the 25% repayment provision.

This parcel contains an occupied home and therefore relocation assistance in accordance with federal relocation guidelines is required. The purchase price, relocation assistance, closing/miscellaneous costs, legal fees, 5% contingency, and moving costs are detailed in the estimated costs for the property on the following page.

PRIOR ACTION:

August 2006 - December 2016: City Council approved the purchase of 87 residential and 24 commercial parcels as identified on the attached site map.

FUNDING:

Budget:	\$ 474,634	FDOT
	<u>158,212</u>	Airport
	\$ <u>632,846</u>	Total
Actual:	\$ 75,000	Purchase Price
	74,900	Relocation Assistance
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	<u>500</u>	Estimated Survey
	<u>151,800</u>	Sub-Total
	7,590	5% Contingency
	<u>5,000</u>	Moving Costs
	\$ <u>164,390</u>	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds and the FY 2017 Airport Capital Improvement Account.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Airport Commerce Park Map, Updated January 2017
- 2) Summary Appraisal Report, Client File #E2410
- 3) Technical Appraisal Review, #E2410

PRESENTATION: No

Pensacola International Airport
Airport Commerce Park
Updated January 2017



	Client File #:	E2410	Appraisal File #:	RL16053X-E
	Summary Appraisal Report • Residential			
	Appraisal Company: Fruitticher-Lowery Appraisal Group, Inc.			
	Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504			
Phone: 850-477-0419		Fax:		Website:
Appraiser: Rodger K. Lowery, MAI		Co-Appraiser:		
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA		AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA		
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation:		
E-mail: RLowery@FLAG1.Net		E-mail:		
Client: City of Pensacola		Contact: Mr. Michael B. Laven, CPA, A.A.E.		
Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504				
Phone: 850-436-5000		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 2410 Emily St				
City: Pensacola		County: Escambia		State: FL ZIP: 32504
Legal Description: Lot 23, Block 1, College Heights				
Tax Parcel #: 01-2393-000		RE Taxes: 445.74		Tax Year: 2015
Use of the Real Estate As of the Date of Value:		Single Family Residential		
Use of the Real Estate Reflected in the Appraisal:		Single Family Residential		
Opinion of highest and best use (if required):		Single-Family Residential		
SUBJECT PROPERTY HISTORY				
Owner of Record: Tanya Hatfield				
Description and analysis of sales within 3 years (minimum) prior to effective date of value: No sales were noted in the three years prior to the inspection of the subject property. The subject is under consideration for acquisition by the City of Pensacola, under specific guidelines of the FAA giving full value support from transactions taken outside the project area, so as to minimize the value impact of previous acquisitions in the project area.				
Description and analysis of agreements of sale (contracts), listings, and options: No agreement for sale was presented to the appraiser. This appraisal is being prepared for use by the client for the purpose of acquiring the subject for the Airport Commerce Park.				
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 75,000		
Indication of Value by Cost Approach		\$ 26,000		
Indication of Value by Income Approach		\$ N/A		
Final Reconciliation of the Methods and Approaches to Value: The subject property is a single-family occupied residential home that is in average condition. Although many properties in the subject's neighborhood are tenant occupied, the primary valuation method used by investors is the sales comparison approach. Considering this, only the sales comparison approach was utilized in valuing the subject. Based upon a direct comparison of the subject to recently sold competing properties, the sales comparison approach reflected a value for the subject as-is of \$75,000. Assuming the lot were vacant with no improvements, the lot value would be approximately \$26,000.				
Opinion of Value as of: 09/19/2016		\$ 75,000		
Exposure Time: 6 months				
The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.				

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

ASSIGNMENT PARAMETERS

Intended User(s): City of Pensacola - Pensacola International Airport

Intended Use: For use by the client for the purpose of acquiring properties for the Airport Commerce Park.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value

Effective Date of Value: 09/19/2016

Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.)

This value reported is based upon the extraordinary assumption that all public and private utilities are available to the property. It is also based upon the extraordinary assumption that there are no structural deficiencies that would negatively impact the use of the residence.

In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.

SCOPE OF WORK

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

Scope of Subject Property Inspection/Data Sources Utilized

Appraiser

Property Inspection: ☒ Yes ☐ No

Date of Inspection: 09/19/2016

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected the interior and exterior of the property and measured the improvements. Used the ECPA website to determine land size. Resources used were Pensacola MLS and public records.

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:

Approaches to Value Developed

Cost Approach:

- ☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Sales Comparison Approach:

- ☒ Is necessary for credible results and is developed in this analysis
☐ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Income Approach:

- ☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

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

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

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

MARKET AREA ANALYSIS

Location ☒ Urban ☐ Suburban ☐ Rural	Built Up ☐ Under 25% ☐ 25-75% ☒ Over 75%	Growth ☐ Rapid ☒ Stable ☐ Slow	Supply & Demand ☐ Shortage ☒ In Balance ☐ Over Supply	Value Trend ☒ Increasing ☐ Stable ☐ Decreasing	Typical Marketing Time ☐ Under 3 Months ☒ 3-6 Months ☐ Over 6 Months
---	--	--	---	--	--

Neighborhood Single Family Profile <table> <tr> <td>Price</td><td>Age</td></tr> <tr> <td>40</td><td>Low</td></tr> <tr> <td>150</td><td>High</td></tr> <tr> <td>80</td><td>Predominant</td></tr> </table>		Price	Age	40	Low	150	High	80	Predominant	Neighborhood Land Use <table> <tr> <td>1 Family</td><td>60%</td> <td>Commercial</td><td>20%</td> </tr> <tr> <td>Condo</td><td>10%</td> <td>Vacant</td><td>5%</td> </tr> <tr> <td>Multifamily</td><td>5%</td> <td></td><td>%</td> </tr> </table>	1 Family	60%	Commercial	20%	Condo	10%	Vacant	5%	Multifamily	5%		%	Neighborhood Name: Airport Commerce Park PUD ☐ Condo ☐ HOA: \$ / Amenities:
Price	Age																						
40	Low																						
150	High																						
80	Predominant																						
1 Family	60%	Commercial	20%																				
Condo	10%	Vacant	5%																				
Multifamily	5%		%																				

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

SITE ANALYSIS

Dimensions: 75' x 126.6'	Area: 9,495 Sq.Ft.
View: Interior Residential	Shape: Rectangular
Drainage: Appears to be adequate	Utility: Average

Site Similarity/Conformity To Neighborhood		Zoning/Deed Restriction	
Size: ☐ Smaller than Typical ☒ Typical ☐ Larger than Typical	View: ☐ Favorable ☒ Typical ☐ Less than Favorable	Zoning: MDR, Medium Density Residential ☒ Legal ☐ No zoning ☐ Legal, non-conforming ☐ Illegal	Covenants, Condition & Restrictions ☐ Yes ☒ No ☐ Unknown Documents Reviewed ☐ Yes ☒ No Ground Rent \$ /

Utilities		Off Site Improvements	
Electric ☒ Public ☐ Other Gas ☒ Public ☐ Other Water ☒ Public ☐ Other Sewer ☒ Public ☐ Other	Street ☒ Public ☐ Private Alley ☐ Public ☐ Private Sidewalk ☐ Public ☐ Private Street Lights ☐ Public ☐ Private		

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

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other
--

Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 52	Effective Age: 35
☒ Existing	☐ Under Construction	☐ Proposed	☐ Attached	☒ Detached	☐ Manufactured
Other:					
Exterior Elements	Roofing: Composite Shingle	Siding: Brick/Block	Windows: Single-Pane Aluminum		
☒ Patio	☐ Deck	☒ Porch Cvd Front/Back	☐ Pool	☒ Fence Chain Link	
Other: Detached Storage Building					
Interior Elements	Flooring: Carpet/Wood/Tile	Walls: Drywall	☐ Fireplace #		
Kitchen:	☒ Refrigerator	☒ Range	☒ Oven	☐ Fan/Hood	☒ Microwave
	☐ Dishwasher	Countertops: Vinyl Laminate			
Other: Wood Cabinets					
Foundation	☒ Crawl Space	Wood Sub-Floor	☐ Slab	☐ Basement	
Other:					
Attic	☐ None	☒ Scuttle	☐ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central	Fuel: Electric	Air Conditioning: Central		
Car Storage	☒ Driveway	Concrete	☐ Garage	☐ Carport	☐ Finished
Other Elements	Utility Room				

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	Area	1				3	1			1,000
Level 2											
Finished area above grade contains:	Bedroom(s): 3					Bath(s): 1			GLA: 1,000		

Summarize Above Grade Improvements: The improvements appear to be in average condition.

Below Grade Area or Other Area

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

Summarize below grade and/or other area improvements:

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

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject is a ranch-style home built in 1964 consisting of a three-bedroom/one bath residence The improvements are considered to be average quality in average condition. Overall the effective age is estimated to be 35 years.

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

SITE VALUATION**Site Valuation Methodology**

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

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2410 Emily St Pensacola, FL 32504	3850 Whispering Pines Dr. Pensacola, FL 32503		6300 Summer Lakes Ln. Pensacola, FL 32504		705 Farmington Road Pensacola, FL 32504	
Proximity to Subject		1.7 Miles NE		1.7 Miles Northeast		1.8 Miles West	
Data Source/ Verification		MLS #489702		MLS #452094		MLS #481627	
Sales Price	\$		\$ 27,500		\$ 35,000		\$ 35,000
Price / Sq.Ft.	\$		\$ 2.76		\$ 3.10		\$ 3.40
Sale Date		1/27/2016		7/13/2015		7/2/2015	
Location	College Heights	Scenic Heights		Summer Lakes		The Grove	
Site Size	9,495 Sq.Ft.	9,960 SF		11,282 SF		10,290 SF	
Site View	Interior Residential	Interior Res.		Residential		Interior Res.	
Site Improvements	Assumed Vacant	Vacant		Slab		Vacant	
Net Adjustment		☐ + ☒ - \$ -1,200		☐ + ☒ - \$ -10,000		☐ + ☒ - \$ -10,000	
Indicated Value		Net Adj. 4.4 % Gross Adj. 4.4 % \$ 26,300		Net Adj. 28.6 % Gross Adj. 28.6 % \$ 25,000		Net Adj. 28.6 % Gross Adj. 28.6 % \$ 25,000	
Prior Transfer History	None noted three years prior.	Foreclosure 6/2015 \$100 CT		None noted three years prior.		None noted three years prior.	

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

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

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

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

COST APPROACH**Cost Approach Definitions**

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

Cost Approach Analysis**Estimated Cost New**

Above Grade Living Area	1,000	Sq. Ft @ \$	= \$
Finished Below Grade Area		Sq. Ft @ \$	= \$
Unfinished Below Grade Area		Sq. Ft @ \$	= \$
Other Area		Sq. Ft @ \$	= \$
Car Storage	215	Sq. Ft @ \$	= \$
			\$
			\$
			\$

Total Estimated Cost New

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

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

Cost Approach Reconciliation:

Indication of Value by Cost Approach

\$ 26,000

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

INCOME APPROACH**Market Rent Analysis**

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	2410 Emily St Pensacola, FL 32504			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	\$	\$	\$	\$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		\$	\$	\$
Location	College Heights			
Site/View				
Quality of Construction	Average			
Age	52			
Condition	Average			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 1	Baths	Baths	Baths
Gross Living Area	1,000 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central			
Car Storage				
Net Adjustment		☐ + ☐ - \$	☐ + ☐ - \$	☐ + ☐ - \$
Indicated Market Rent		Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$

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

Opinion of Market Rent \$

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

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

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

Indication of Value by Income Approach \$ N/A

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Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2410 Emily St Pensacola, FL 32504	3765 Summer Dr Pensacola, FL 32504		3950 Kingsberry Dr Pensacola, FL 32504		6340 Schwab Dr Pensacola, FL 32504	
Proximity to Subject		1.06 miles E		1.10 miles E		0.34 miles W	
Data Source/ Verification		MLS #492032 Public Records		MLS #490492 Public Records		MLS #488171 Public Records	
Original List Price	\$		\$ 89,000		\$ 86,000		\$ 87,500
Final List Price	\$		\$ 89,000		\$ 86,000		\$ 84,800
Sale Price	\$		\$ 87,550		\$ 90,000		\$ 80,000
Sale Price % of Original List	%		98.4 %		104.7 %		91.4 %
Sale Price % of Final List	%		98.4 %		104.7 %		94.3 %
Closing Date		3/16/2016		2/4/2016		2/18/2016	
Days On Market		36		34		125	
Price/Gross Living Area	\$	\$ 79.09		\$ 78.26		\$ 80.00	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash to Seller	Conventional		Conventional		Conventional	
Concessions	None	None noted		None noted.		None Noted	
Contract Date	N/A	1/14/2016		12/8/2015		1/18/2016	
Location	College Heights	Scenic Heights		Tierra Verde		College Court	
Site Size	9,495 Sq.Ft.	9,820 SF		9,430 SF		8,120 SF	
Site Views/Appeal	Residential/Avg.	Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Ranch/Avg.	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Average	Average		Average		Average	
Age	52	57, Eff. 35		51, Eff. 35		51, Eff. 30	
Condition	Average	Good	-5,000	Good	-5,000	Good	-5,000
Above Grade Bedrooms	Bedrooms 3	Bedrooms 3		Bedrooms 3		Bedrooms 3	
Above Grade Baths	Baths 1	Baths 2	-3,000	Baths 1.1	-1,500	Baths 1.1	-1,500
Gross Living Area	1,000 Sq.Ft.	1,107 Sq.Ft.	-1,600	1,150 Sq.Ft.	-2,200	1,000 Sq.Ft.	
Below Grade Area	None	None		None		None	
Below Grade Finish	N/A	N/A		N/A		N/A	
Other Area	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central	Central		Central		Central	
Car Storage	Drive Only	1-Car Carport	-1,500	Drive Only		1-Car Garage	-2,500
	CvdPorches/Fnc	ScrPch/Fnc/Wksh	-1,500	FP/ScrPch/Fence	-1,500	FP/Fence/Porches	
	Stg. Bldg.						
Net Adjustment (total)		☐ + ☒ - \$ -12,600		☐ + ☒ - \$ -10,200		☐ + ☒ - \$ -9,000	
Adjusted Sale Price		Net Adj. 14.4 % Gross Adj. 14.4 % \$ 74,950		Net Adj. 11.3 % Gross Adj. 11.3 % \$ 79,800		Net Adj. 11.3 % Gross Adj. 11.3 % \$ 71,000	
Prior Transfer History	None noted in three years prior to this appraisal.	8/4/2015 Sold \$60,500 Repairs needed.		Foreclosure 10/2015 \$45,100		1/17/2015 Sold \$45,000 Repairs Needed	

Comments and reconciliation of the sales comparison approach: See additional comments on the following addendum. The three comparables sales are considered the best available in the neighborhood having occurred within the past year. Adjustments were applied to the comparables for variances in age, condition, improvement size and bathrooms as well as variances in other features such as car storage variances and other site improvements. After the adjustments, the three comparables reflect an adjusted range of \$71,000 to \$79,800. With about equal weight to each adjusted sale, I reconciled the subject's current market value at \$75,000.

Indication of Value by Sales Comparison Approach \$ 75,000

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

Supplemental AddendumFile No. **RL16053X-E**

Client	City of Pensacola			
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Tanya Hatfield			

Comments:**Sales Comparison Approach:**

I performed a search for recent comparable improved sales to compare to the subject property. My search revealed a total of 37 sales occurring in the last year ranging in price from \$33,500 to \$160,000 with an average price of \$85,411 and a median price of \$89,500. However, many of the homes were either in superior condition, located in a superior location as compared to the subject and/or much larger in size. Of the 37 sales located, the three selected for comparison purposes were considered to be the most comparable to the subject.

The subject is in average condition, which is inferior to the three sales. Based upon a comparison of the subject to the three comparable sales, I have applied a downward condition adjustment of \$5,000 to the three sales to compare to the subject's inferior condition.

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

The size of the subject is most similar to sale three. Using an depreciated cost new adjustment of \$15/SF for the difference in size, a downward size adjustment of \$1,600 is applied to sale one with a downward adjustment of \$2,200 applied to sale two.

Sale two includes drive-only car storage which is most subject with sale one having a one-car carport and sale three having a one-car garage. A downward adjustment of \$1,500 is applied to sale one for the and a downward adjustment of \$2,500 is applied to sale three for its superior car storage.

The subject includes a front and rear covered porch as well as chain link fencing and a detached storage building. In comparison with the features included in sales one, two and three, I apply a downward adjustment of \$1,500 each to sales one and two for superior amenities.

Once the above noted adjustments have been applied, the three comparable sales reflect a narrow range from \$71,000 to \$79,800. With about equal weight to each adjusted sale, I reconcile the subject's value via the sales comparison approach at \$75,000.

Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

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

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

VALUE DEFINITION

☒ **Market Value Definition (below)**

☐ **Alternate Value Definition (attached)**

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

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

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

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January 2013

Client:	City of Pensacola	Client File #:	E2410
Subject Property:	2410 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

APPRAISER CERTIFICATION

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

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

☒ None ☐ Name(s)

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

Property inspected by Appraiser ☒ Yes ☐ No

Property inspected by Co-Appraiser ☐ Yes ☐ No

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

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

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

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

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

APPRAISER:

Signature _____

Name Rodger K. Lowery, MAI

Report Date 9/28/2016

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒

License # Cert. Gen. RZ1922 State Florida

Expiration Date 11/30/2016

CO-APPRAISER:

Signature _____

Name _____

Report Date _____

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐

License # _____ State _____

Expiration Date _____

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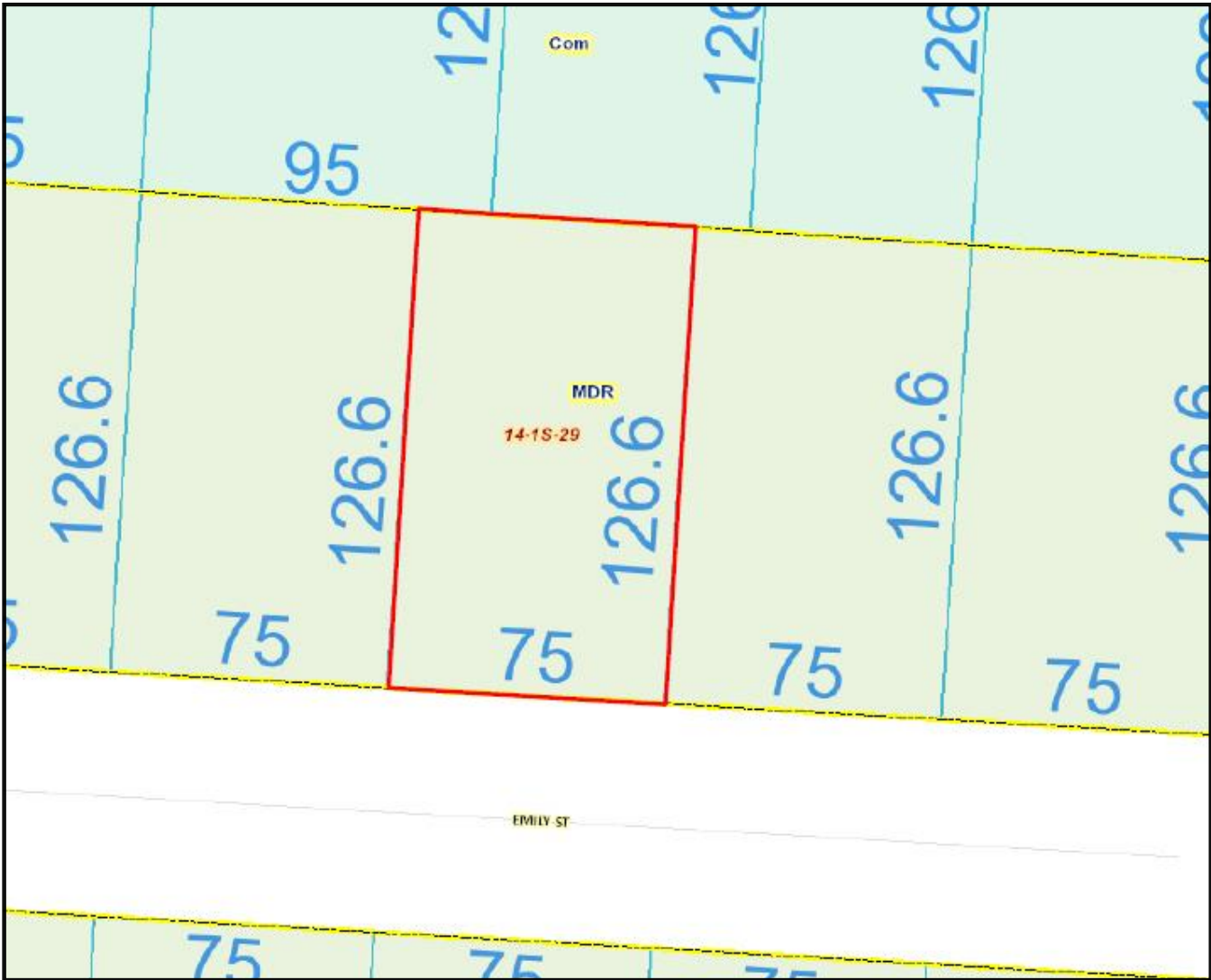
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January 2013

Site Map

Client	City of Pensacola			
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Tanya Hatfield			



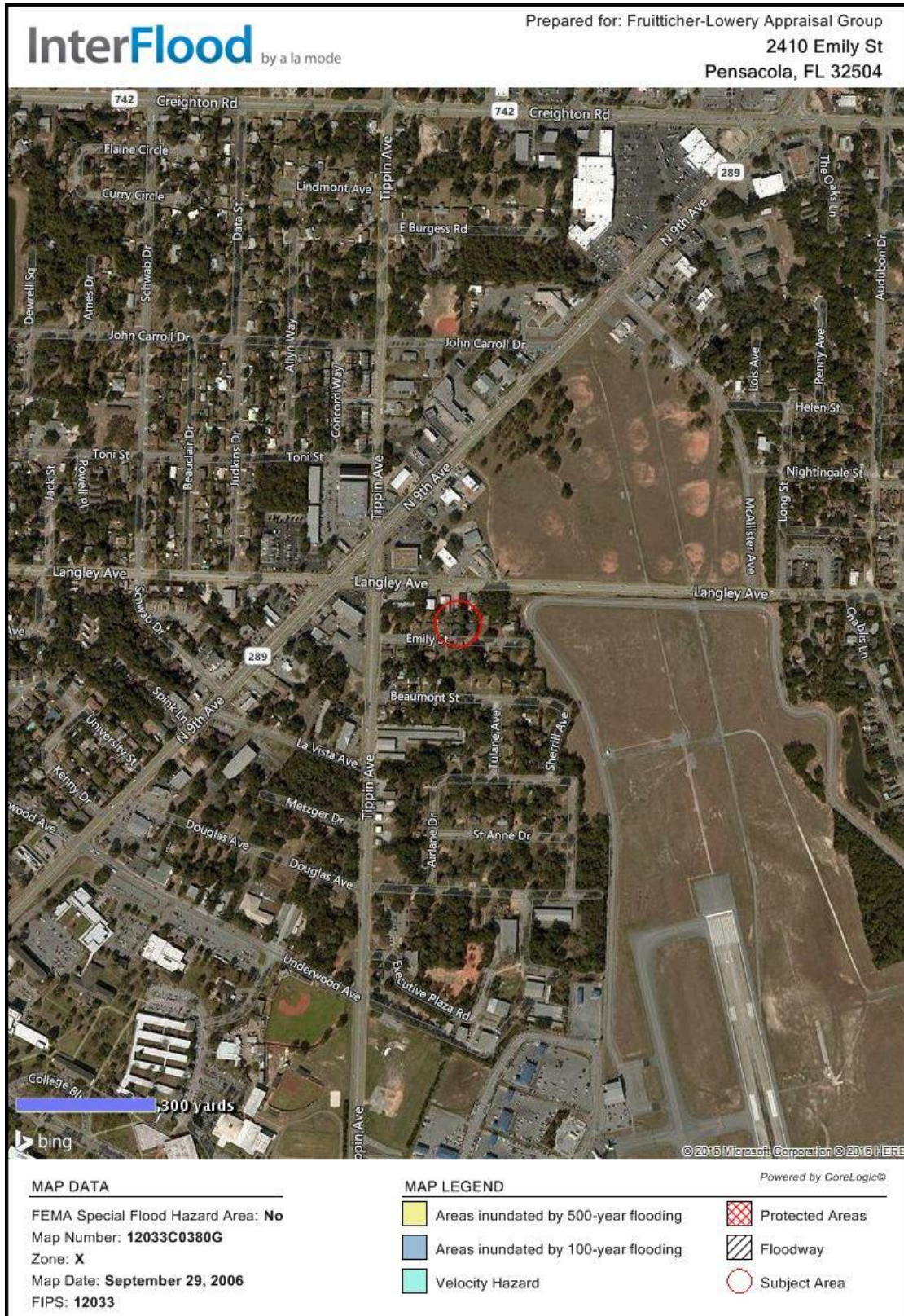
Aerial Map

Client	City of Pensacola			
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Tanya Hatfield			



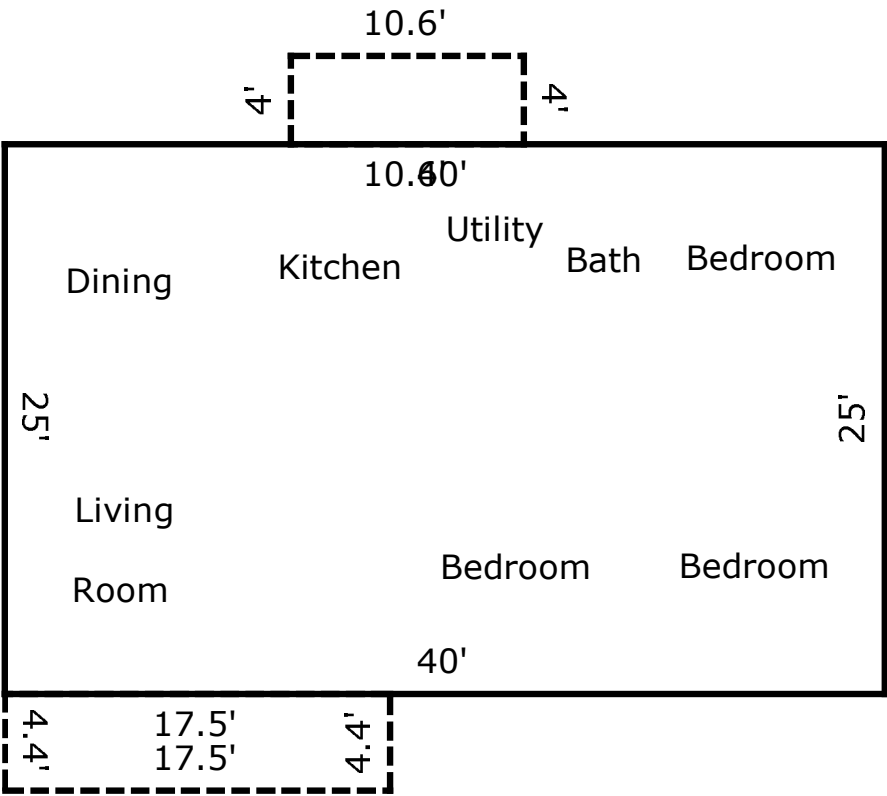
Flood Map

Client	City of Pensacola			
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Tanya Hatfield			



Building Sketch

Client	City of Pensacola			
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Tanya Hatfield			



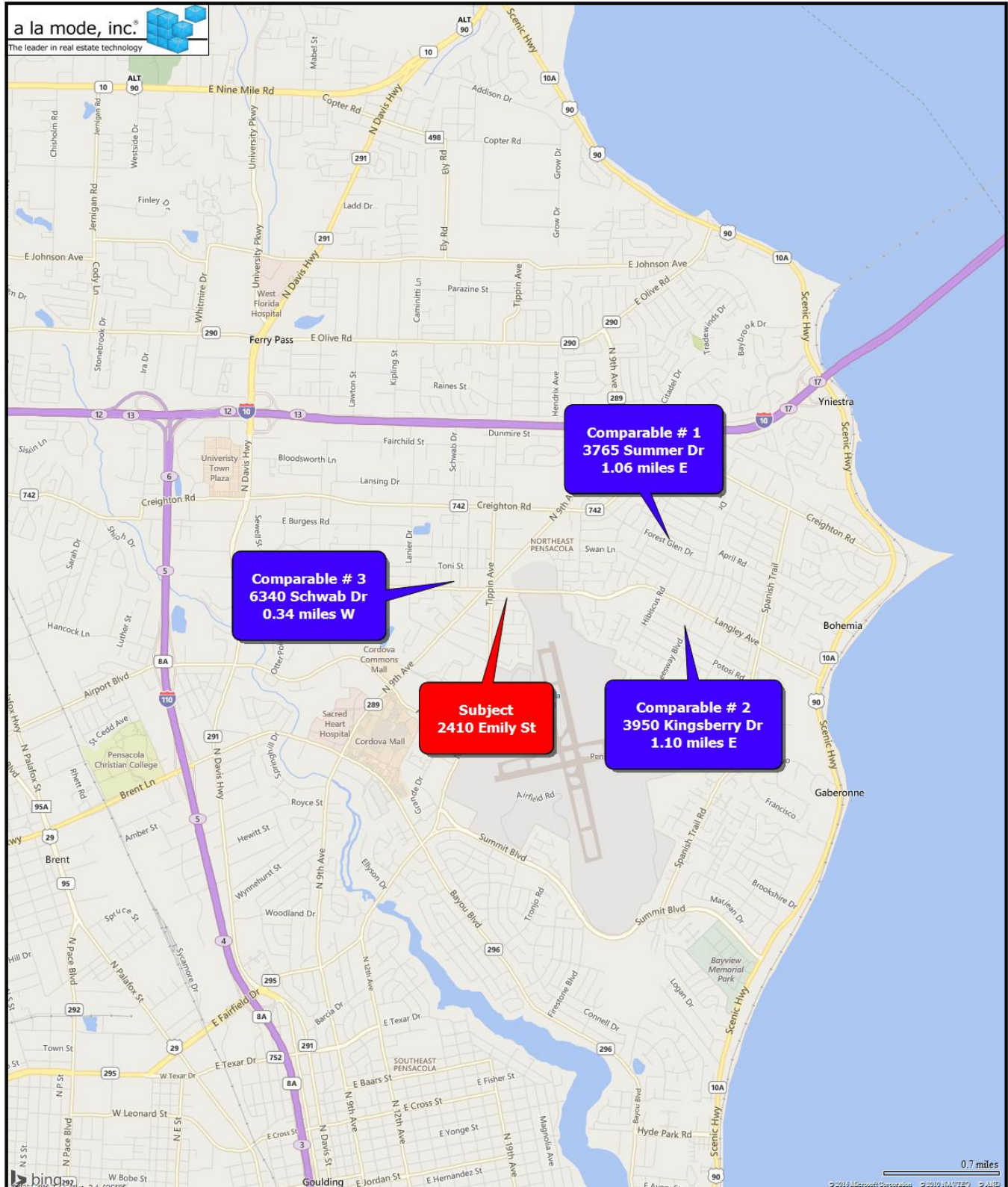
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	1000 Sq ft
Total Living Area (Rounded):	1000 Sq ft
Non-living Area	
Covered Porch	77 Sq ft
Covered Porch	42.4 Sq ft

Location Map

Client	City of Pensacola			
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Tanya Hatfield			



Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				



Subject Front



Subject Rear

Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				



Street Scene



Living Room

Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				

**Kitchen****Bedroom**

Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				



Bedroom



Bedroom

Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				



Bathroom



Storage Building

Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				

**Comparable #1****Comparable #2**

Photograph Addendum

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Tanya Hatfield				



Comparable #3

Client	City of Pensacola	File No.
Property Address	2410 Emily St	
City	County Escambia	State FL Zip Code 32504
Lender	City of Pensacola	

APPRAISAL AND REPORT IDENTIFICATION

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

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

Comments on Standards Rule 3-6

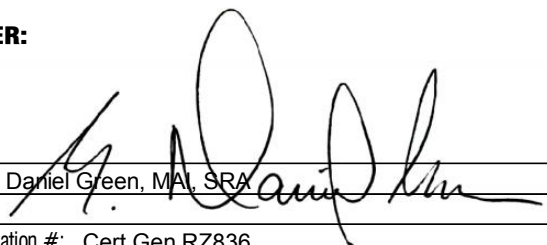
I certify that, to the best of my knowledge and belief:

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

Comments on Appraisal and Report Identification

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

REVIEWER:

Signature: 

Name: G. Daniel Green, MAI, SRA

State Certification #: Cert Gen RZ836

or State License #: _____

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

Date of Signature and Report: 10/21/2016

Effective Date of Review: October 21, 2016

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): October 21, 2016

SUPERVISORY or CO-REVIEWER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

URAR APPRAISAL DESK REVIEW
FNMA/FHLMC SINGLE FAMILY COMPLIANCE

Lender	City of Pensacola	Loan Number		
Borrower/Client				
Property Address	2410 Emily St			
City	Pensacola	County	Escambia	
		State	FL	
		Zip Code	32504	
Appraiser	Rodger Lowery, MAI		Phone	
Appraiser's Address	3000 Langley Avenue, Suite #402, Pensacola, FL 32504			

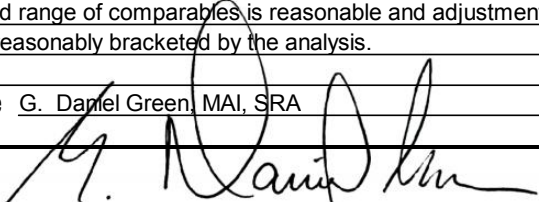
This URAR Appraisal Desk Review Form assists the Reviewer in determining if the appraisal is well written, the calculations correct, the reasoning sound and the value conclusion well supported.

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

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

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

REVIEWER'S REPORT	I have reviewed the appraisal. I do not know of any changes since the appraisal's date which would significantly affect the subject property's value.						
	☒ The appraisal is acceptable. The market value estimate has been properly supported, and the property description is complete and accurate. While it is not necessary the appraisal meet every specific guideline, the appraisal is supported by sound reasoning and any variations from FNMA/FHLMC standards have been explained.						
	☐ The appraisal requires additional information to be acceptable. The items requiring additional information are: _____						
	☐ The appraisal is unacceptable. Market value estimates are not sufficiently supported and the subject property description is not accurate and/or complete. The adjusted range of comparables is reasonable and adjustments are discussed and within reasonable ranges. The final value opinion of \$75,000 is reasonably bracketed by the analysis.						
Reviewer's Name		G. Daniel Green, MAI, SRA		Date Reviewed	October 21, 2016	☐ Did	☒ Did Not
						Inspect Property	



File No.

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

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

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

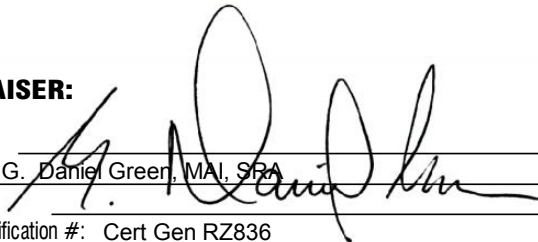
CERTIFICATION: The reviewer certifies and agrees that, to the best of his/her knowledge and belief:

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

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

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

APPRAISER:

Signature: 
Name: G. Daniel Green, MAI, SRA
Title: _____
State Certification #: Cert Gen RZ836
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2016
Date Signed: 10/21/2016

SUPERVISORY or CO-APPRAISER (if applicable):

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

General Text Addendum

File No.

Client	City of Pensacola				
Property Address	2410 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Lender	City of Pensacola				



Memorandum

File #: 16-00324

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Airport Commerce Park - Property Acquisition E2413 - College Heights

RECOMMENDATION:

That City Council authorize the purchase of E2413 (Parcel ID# 141S292100007002) from James W. Stegall for \$78,000 along with relocation assistance of \$71,900, closing costs of \$1,900, 5% contingency in the amount of \$7,590, and moving costs of \$5,000 for a total amount of \$164,390.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

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

The Airport contacted the property owner (James W. Stegall) of parcel E2413 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owner, an offer was made based on a fair market value appraisal and a technical review appraisal performed by independent MAI certified appraisers. The offer was subsequently accepted by the property owner.

A Florida Department of Transportation (FDOT) grant is in place that will fund 75% of the project. There was a provision within this grant that required the Airport to repay FDOT 25% of the amount drawn within 10 years. The FDOT authorized the Airport to use its prior capital purchases of property as an in-kind contribution to offset the 25% repayment provision.

This parcel contains an occupied home and therefore relocation assistance in accordance with federal relocation guidelines is required. The purchase price, relocation assistance, closing/miscellaneous costs, legal fees, 5% contingency, and moving costs are detailed in the estimated costs for the property on the following page.

PRIOR ACTION:

August 2006 - December 2016: City Council approved the purchase of 87 residential and 24 commercial parcels as identified on the attached site map.

FUNDING:

Budget:	\$ 474,634	FDOT
	<u>158,212</u>	Airport
	\$ <u>632,846</u>	Total
Actual:	\$ 78,000	Purchase Price
	71,900	Relocation Assistance
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	<u>500</u>	Estimated Survey
	\$ <u>151,800</u>	Sub-Total
	7,590	5% Contingency
	<u>5,000</u>	Moving Costs
	\$ <u>164,390</u>	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds and the FY 2017 Airport Capital Improvement Account.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

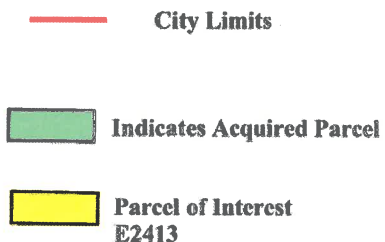
Eric W. Olson, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Airport Commerce Park Map, Updated January 2017
- 2) Summary Appraisal Report, Client File #E2413
- 3) Technical Appraisal Review, #E2413

PRESENTATION: No

Updated January 2017



	Client File #:	E2413	Appraisal File #:	RL16053X-E
	Summary Appraisal Report • Residential			
	Appraisal Company: Fruitticher-Lowery Appraisal Group, Inc.			
	Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504			
Phone: 850-477-0419		Fax:		Website:
Appraiser: Rodger K. Lowery, MAI		Co-Appraiser:		
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA		AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA		
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation:		
E-mail: RLowery@FLAG1.Net		E-mail:		
Client: City of Pensacola		Contact: Mr. Michael B. Laven, CPA, A.A.E.		
Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504				
Phone: 850-436-5000		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 2413 Emily St				
City: Pensacola		County: Escambia		State: FL ZIP: 32504
Legal Description: Lot 7, Block 2, College Heights				
Tax Parcel #: 01-2405-000		RE Taxes: 481.07		Tax Year: 2015
Use of the Real Estate As of the Date of Value:		Single Family Residential		
Use of the Real Estate Reflected in the Appraisal:		Single Family Residential		
Opinion of highest and best use (if required):		Single-Family Residential		
SUBJECT PROPERTY HISTORY				
Owner of Record: James W. Stegall				
Description and analysis of sales within 3 years (minimum) prior to effective date of value: No sales were noted in the three years prior to the inspection of the subject property. The subject is under consideration for acquisition by the City of Pensacola, under specific guidelines of the FAA giving full value support from transactions taken outside the project area, so as to minimize the value impact of previous acquisitions in the project area.				
Description and analysis of agreements of sale (contracts), listings, and options: No agreement for sale was presented to the appraiser. This appraisal is being prepared for use by the client for the purpose of acquiring the subject for the Airport Commerce Park.				
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 78,000		
Indication of Value by Cost Approach		\$ 26,000		
Indication of Value by Income Approach		\$ N/A		
Final Reconciliation of the Methods and Approaches to Value: The subject property is a single-family occupied residential home that is in average condition. Although many properties in the subject's neighborhood are tenant occupied, the primary valuation method used by investors is the sales comparison approach. Considering this, only the sales comparison approach was utilized in valuing the subject. Based upon a direct comparison of the subject to recently sold competing properties, the sales comparison approach reflected a value for the subject as-is of \$78,000. Assuming the lot were vacant with no improvements, the lot value would be approximately \$26,000.				
Opinion of Value as of: 09/21/2016		\$ 78,000		
Exposure Time: 6 months				
The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.				

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Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

ASSIGNMENT PARAMETERS

Intended User(s):	City of Pensacola - Pensacola International Airport		
Intended Use:	For use by the client for the purpose of acquiring properties for the Airport Commerce Park.		
<i>This report is not intended by the appraiser for any other use or by any other user.</i>			
Type of Value:	Market Value	Effective Date of Value:	09/21/2016
Interest Appraised:	☒ Fee Simple ☐ Leasehold ☐ Other		
Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)			
Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) This value reported is based upon the extraordinary assumption that all public and private utilities are available to the property. It is also based upon the extraordinary assumption that there are no structural deficiencies that would negatively impact the use of the residence.			
In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.			

SCOPE OF WORK

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

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
Appraiser Property Inspection: ☒ Yes ☐ No Date of Inspection: 09/21/2016 Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected the interior and exterior of the property and measured the improvements. Used the ECPA website to determine land size. Resources used were Pensacola MLS and public records.	Cost Approach: ☐ Is necessary for credible results and is developed in this analysis ☒ Is not necessary for credible results; not developed in this analysis ☐ Is not necessary for credible results but is developed in this analysis
Co-Appraiser Property Inspection: ☐ Yes ☐ No Date of Inspection: Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:	Sales Comparison Approach: ☒ Is necessary for credible results and is developed in this analysis ☐ Is not necessary for credible results; not developed in this analysis ☐ Is not necessary for credible results but is developed in this analysis
	Income Approach: ☐ Is necessary for credible results and is developed in this analysis ☒ Is not necessary for credible results; not developed in this analysis ☐ Is not necessary for credible results but is developed in this analysis

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

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

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Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

MARKET AREA ANALYSIS

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

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

SITE ANALYSIS

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

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

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other	Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.
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Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 52	Effective Age: 35
☒ Existing ☐ Under Construction ☐ Proposed ☐ Attached ☒ Detached ☐ Manufactured ☐ Modular					
Other:					
Exterior Elements	Roofing: Composite Shingle	Siding: Brick/Block		Windows: Single-Pane Aluminum	
☒ Patio		☐ Deck	☒ Porch Cvd Front/Back	☐ Pool	☒ Fence Chain Link
Other:					
Interior Elements	Flooring: Wood/Tile	Walls: Drywall		☒ Fireplace # 1	
Kitchen: ☒ Refrigerator ☒ Range ☒ Oven ☐ Fan/Hood ☒ Microwave ☐ Dishwasher Countertops: Vinyl Laminate					
Other: Wood Cabinets					
Foundation	☒ Crawl Space Wood Sub-Floor		☐ Slab		☐ Basement
Other:					
Attic	☐ None ☒ Scuttle		☐ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central		Fuel: Electric		Air Conditioning: Central
Car Storage	☐ Driveway		☐ Garage	☒ Carport 1-Car	☐ Finished
Other Elements	Utility Room				

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	Area	1				3	1.1			1,005
Level 2											
Finished area above grade contains:	Bedroom(s): 3					Bath(s): 1.1			GLA: 1,005		

Summarize Above Grade Improvements: The improvements appear to be in average condition.

Below Grade Area or Other Area

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

Summarize below grade and/or other area improvements:

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

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject is a ranch-style home built in 1964 consisting of a three-bedroom/one and one-half bath residence The improvements are considered to be average quality in average condition. Overall the effective age is estimated to be 35 years.

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Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

SITE VALUATION**Site Valuation Methodology**

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

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2413 Emily St Pensacola, FL 32504	3850 Whispering Pines Dr. Pensacola, FL 32503		6300 Summer Lakes Ln. Pensacola, FL 32504		705 Farmington Road Pensacola, FL 32504	
Proximity to Subject		1.7 Miles NE		1.7 Miles Northeast		1.8 Miles West	
Data Source/ Verification		MLS #489702		MLS #452094		MLS #481627	
Sales Price	\$		\$ 27,500		\$ 35,000		\$ 35,000
Price / Sq.Ft.	\$		\$ 2.76		\$ 3.10		\$ 3.40
Sale Date		1/27/2016		7/13/2015		7/2/2015	
Location	College Heights	Scenic Heights		Summer Lakes		The Grove	
Site Size	9,495 Sq.Ft.	9,960 SF		11,282 SF		10,290 SF	
Site View	Interior Residential	Interior Res.		Residential		Interior Res.	
Site Improvements	Assumed Vacant	Vacant		Slab		Vacant	
Net Adjustment		☐ + ☒ - \$ -1,200		☐ + ☒ - \$ -10,000		☐ + ☒ - \$ -10,000	
Indicated Value		Net Adj. 4.4 % Gross Adj. 4.4 % \$ 26,300		Net Adj. 28.6 % Gross Adj. 28.6 % \$ 25,000		Net Adj. 28.6 % Gross Adj. 28.6 % \$ 25,000	
Prior Transfer History	None noted three years prior.	Foreclosure 6/2015 \$100 CT		None noted three years prior.		None noted three years prior.	

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

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

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

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Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

COST APPROACH**Cost Approach Definitions**

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

Cost Approach Analysis**Estimated Cost New**

Above Grade Living Area	1,005	Sq. Ft @ \$	= \$
Finished Below Grade Area		Sq. Ft @ \$	= \$
Unfinished Below Grade Area		Sq. Ft @ \$	= \$
Other Area		Sq. Ft @ \$	= \$
Car Storage	262	Sq. Ft @ \$	= \$
			\$
			\$
			\$

Total Estimated Cost New**\$****Less Depreciation**

Physical	58.33	% = \$	
Functional		% = \$	
External		% = \$	
Total Depreciation		\$	

Depreciated Value of Improvements**\$****Contributory Value of Site Improvements****\$****\$****\$****\$****Opinion of Site Value****\$****26,000****Indicated Value****\$****26,000****Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):****Cost Approach Reconciliation:****Indication of Value by Cost Approach****\$ 26,000**

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Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

INCOME APPROACH**Market Rent Analysis**

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	2413 Emily St Pensacola, FL 32504			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	\$	\$	\$	\$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		\$	\$	\$
Location	College Heights			
Site/View				
Quality of Construction	Average			
Age	52			
Condition	Average			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 1.1	Baths	Baths	Baths
Gross Living Area	1,005 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central			
Car Storage				
Net Adjustment		☐ + ☐ - \$	☐ + ☐ - \$	☐ + ☐ - \$
Indicated Market Rent		Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$	Net Adj. % Gross Adj. % \$

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

Opinion of Market Rent \$

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

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

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

Indication of Value by Income Approach \$ N/A

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

Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2413 Emily St Pensacola, FL 32504	3765 Summer Dr Pensacola, FL 32504		3950 Kingsberry Dr Pensacola, FL 32504		6340 Schwab Dr Pensacola, FL 32504	
Proximity to Subject		1.06 miles NE		1.08 miles E		0.36 miles NW	
Data Source/ Verification		MLS #492032 Public Records		MLS #490492 Public Records		MLS #488171 Public Records	
Original List Price	\$		\$ 89,000		\$ 86,000		\$ 87,500
Final List Price	\$		\$ 89,000		\$ 86,000		\$ 84,800
Sale Price	\$		\$ 87,550		\$ 90,000		\$ 80,000
Sale Price % of Original List	%		98.4 %		104.7 %		91.4 %
Sale Price % of Final List	%		98.4 %		104.7 %		94.3 %
Closing Date		3/16/2016		2/4/2016		2/18/2016	
Days On Market		36		34		125	
Price/Gross Living Area	\$	\$ 79.09		\$ 78.26		\$ 80.00	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash to Seller	Conventional		Conventional		Conventional	
Concessions	None	None noted		None noted.		None Noted	
Contract Date	N/A	1/14/2016		12/8/2015		1/18/2016	
Location	College Heights	Scenic Heights		Tierra Verde		College Court	
Site Size	9,495 Sq.Ft.	9,820 SF		9,430 SF		8,120 SF	
Site Views/Appeal	Residential/Avg.	Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Ranch/Avg.	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Average	Average		Average		Average	
Age	52	57, Eff. 35		51, Eff. 35		51, Eff. 30	
Condition	Average	Good	-5,000	Good	-5,000	Good	-5,000
Above Grade Bedrooms	Bedrooms 3	Bedrooms 3		Bedrooms 3		Bedrooms 3	
Above Grade Baths	Baths 1.1	Baths 2	-1,500	Baths 1.1		Baths 1.1	
Gross Living Area	1,005 Sq.Ft.	1,107 Sq.Ft.	-1,500	1,150 Sq.Ft.	-2,200	1,000 Sq.Ft.	
Below Grade Area	None	None		None		None	
Below Grade Finish	N/A	N/A		N/A		N/A	
Other Area	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central	Central		Central		Central	
Car Storage	1-Car Carport	1-Car Carport		Drive Only	+1,500	1-Car Garage	-1,500
	FP/CvdPrchs/Fnc	ScrPch/Fnc/Wksh	-1,500	FP/ScrPch/Fence	-1,500	FP/Fence/Porches	
Net Adjustment (total)		☐ + ☒ - \$ -9,500		☐ + ☒ - \$ -7,200		☐ + ☒ - \$ -6,500	
Adjusted Sale Price		Net Adj. 10.9 %		Net Adj. 8.0 %		Net Adj. 8.1 %	
		Gross Adj. 10.9 % \$ 78,050		Gross Adj. 11.3 % \$ 82,800		Gross Adj. 8.1 % \$ 73,500	
Prior Transfer History	None noted in three years prior to this appraisal.	8/4/2015 Sold \$60,500 Repairs needed.		Foreclosure 10/2015 \$45,100		1/17/2015 Sold \$45,000 Repairs Needed	

Comments and reconciliation of the sales comparison approach: See additional comments on the following addendum. The three comparables sales are considered the best available in the neighborhood having occurred within the past year. Adjustments were applied to the comparables for variances in age, condition, improvement size and bathrooms as well as variances in other features such as car storage variances and other site improvements. After the adjustments, the three comparables reflect an adjusted range of \$73,500 to \$82,800. With about equal weight to each adjusted sale, I reconciled the subject's current market value at \$78,000.

Indication of Value by Sales Comparison Approach **\$ 78,000**

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Supplemental AddendumFile No. **RL16053X-E**

Client	City of Pensacola			
Property Address	2413 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	James W. Stegall			

Comments:**Sales Comparison Approach:**

I performed a search for recent comparable improved sales to compare to the subject property. My search revealed a total of 37 sales occurring in the last year ranging in price from \$33,500 to \$160,000 with an average price of \$85,411 and a median price of \$89,500. However, many of the homes were either in superior condition, located in a superior location as compared to the subject and/or much larger in size. Of the 37 sales located, the three selected for comparison purposes were considered to be the most comparable to the subject.

The subject is in average condition, which is inferior to the three sales. Based upon a comparison of the subject to the three comparable sales, I have applied a downward condition adjustment of \$5,000 to the three sales to compare to the subject's inferior condition.

The subject includes one and one-half bathrooms, which is similar to sales two and three. Sale one included two bathrooms. The adjustment for a half bath versus a full bath is approximately \$1,500 for homes in this price range. Therefore sale one is adjusted down \$1,500.

The size of the subject is most similar to sale three. Using an depreciated cost new adjustment of \$15/SF for the difference in size, a downward size adjustment of \$1,500 is applied to sale one with a downward adjustment of \$2,200 applied to sale two.

Sale one included a one-car carport which is most similar to the subject with sale two having drive-only car storage and sale three having a one-car garage. An upward adjustment of \$1,500 is applied to sale two for the inferior car storage and a downward adjustment of \$1,500 is applied to sale three for its superior car storage.

The subject includes a front and rear covered porch as well as chain link fencing. In comparison with the features included in sales one, two and three, I apply a downward adjustment of \$1,500 each to sales one and two for superior amenities.

Once the above noted adjustments have been applied, the three comparable sales reflect a narrow range from \$73,500 to \$82,800. With about equal weight to each adjusted sale, I reconcile the subject's value via the sales comparison approach at \$78,000.

Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

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

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

VALUE DEFINITION

☒ **Market Value Definition (below)**

☐ **Alternate Value Definition (attached)**

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

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

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

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January 2013

Client:	City of Pensacola	Client File #:	E2413
Subject Property:	2413 Emily St, Pensacola, FL 32504	Appraisal File #:	RL16053X-E

APPRAISER CERTIFICATION

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

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

☒ None ☐ Name(s)

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

Property inspected by Appraiser ☒ Yes ☐ No

Property inspected by Co-Appraiser ☐ Yes ☐ No

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

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

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

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

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

APPRAISER:

Signature _____

Name Rodger K. Lowery, MAI

Report Date 9/28/2016

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒

License # Cert. Gen. RZ1922 State Florida

Expiration Date 11/30/2016

CO-APPRAISER:

Signature _____

Name _____

Report Date _____

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐

License # _____ State _____

Expiration Date _____

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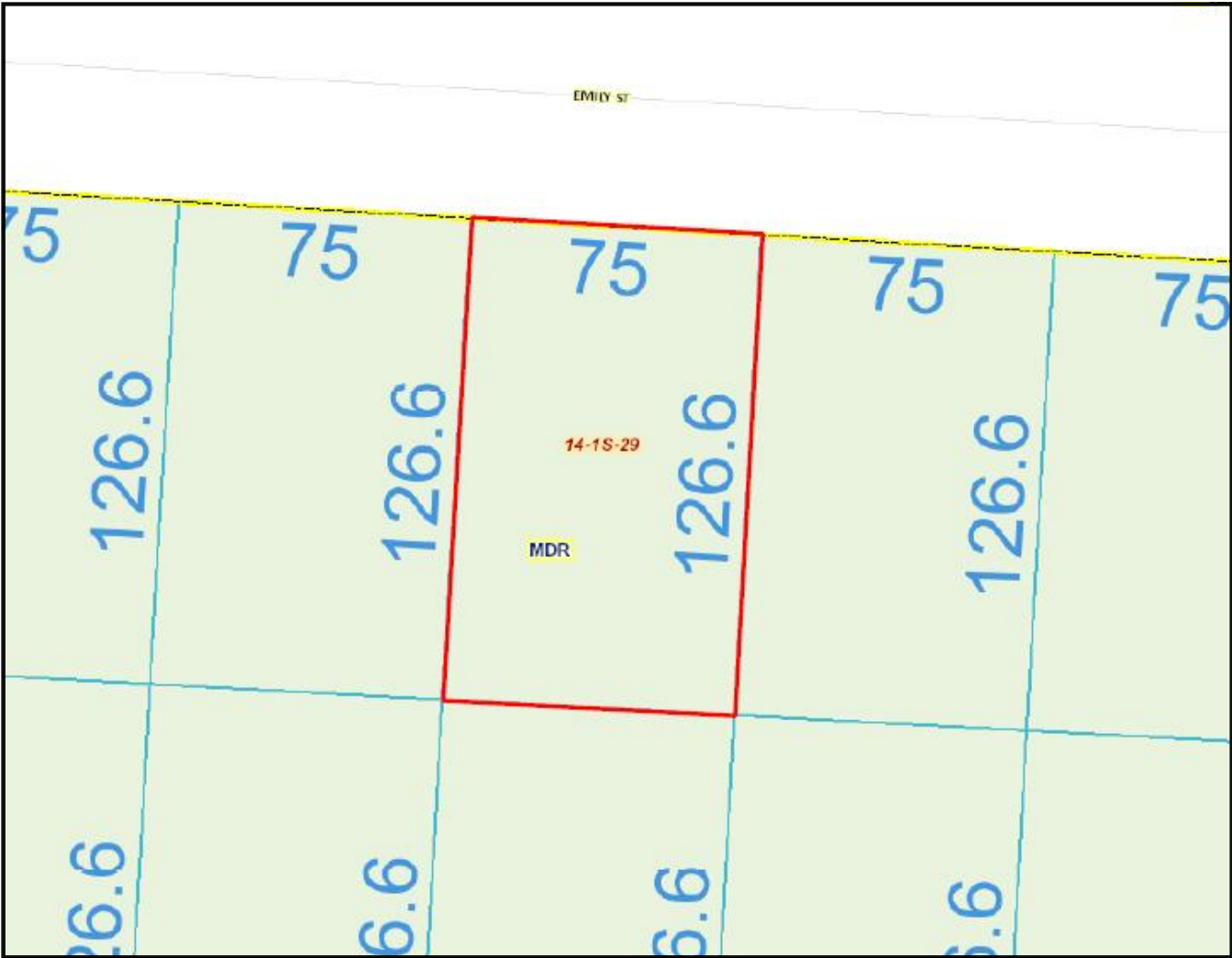
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January 2013

Site Map

Client	City of Pensacola			
Property Address	2413 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	James W. Stegall			



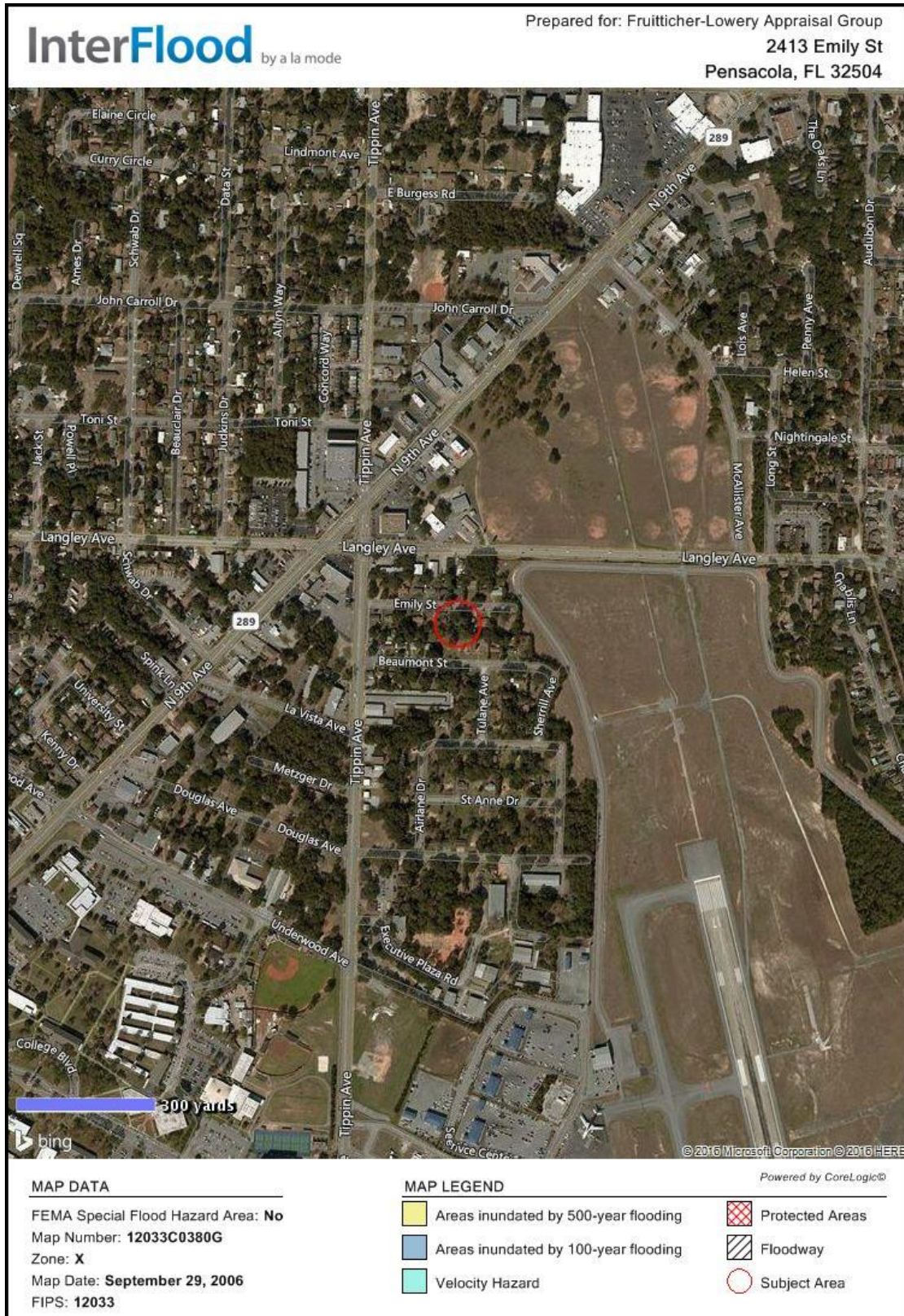
Aerial Map

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				



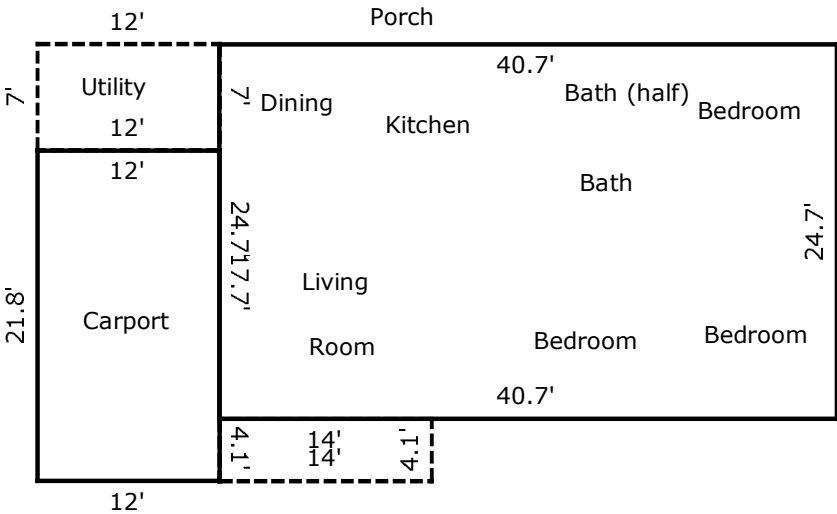
Flood Map

Client	City of Pensacola			
Property Address	2413 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	James W. Stegall			



Building Sketch

Client	City of Pensacola			
Property Address	2413 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	James W. Stegall			



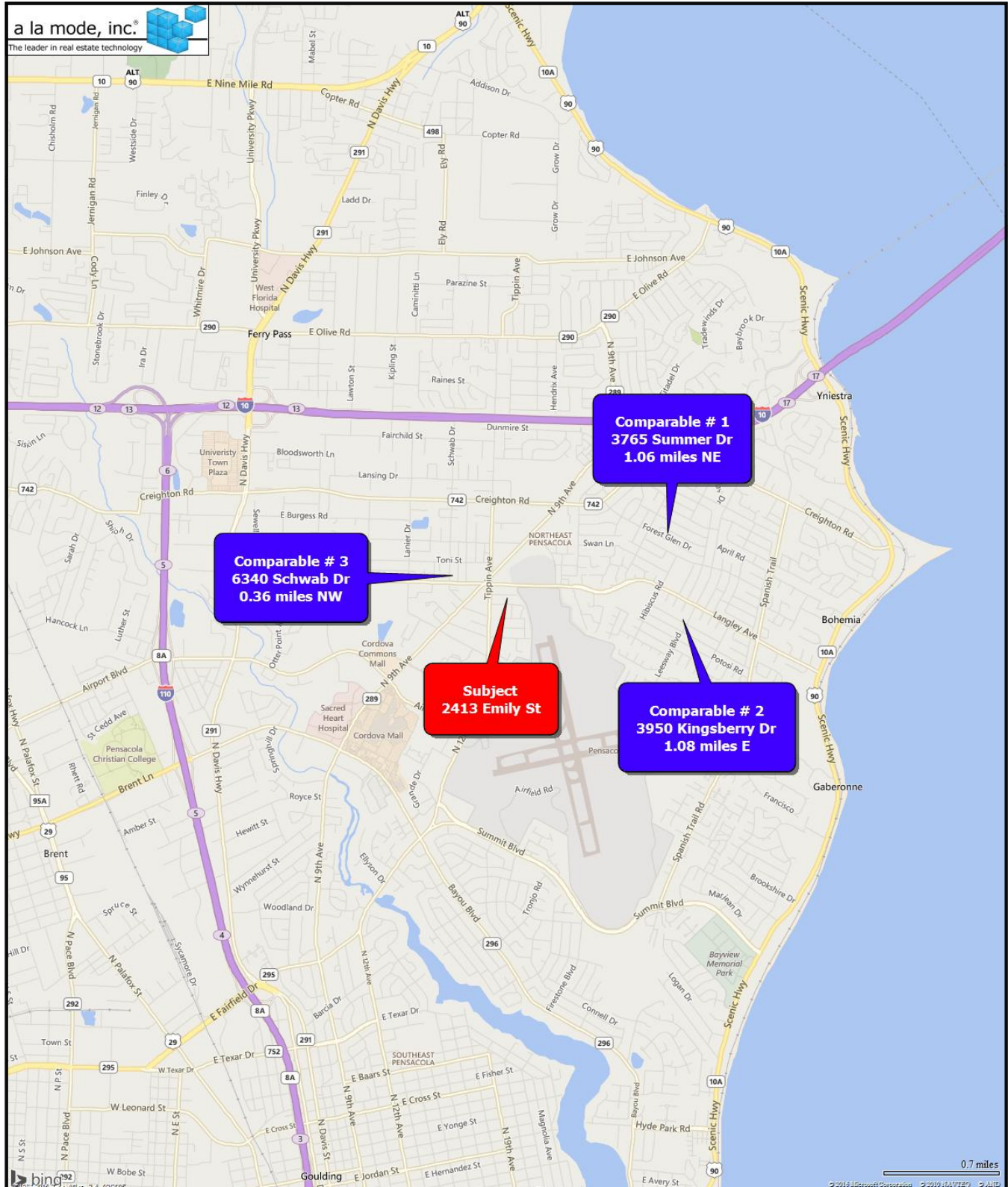
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	1005.29 Sq ft
Total Living Area (Rounded):	1005 Sq ft
Non-living Area	
1 Car Carport	261.6 Sq ft
Covered Porch	57.4 Sq ft
Storage	84 Sq ft

Location Map

Client	City of Pensacola			
Property Address	2413 Emily St			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	James W. Stegall			



Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				

**Subject Front****Subject Rear**

Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				

**Street Scene****Living Room**

Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				



Kitchen



Bedroom

Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				

**Bedroom****Bedroom**

Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				

**Bathroom****Dining Area**

Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				

**Comparable #1****Comparable #2**

Photograph Addendum

Client	City of Pensacola				
Property Address	2413 Emily St				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	James W. Stegall				



Comparable #3

Client	City of Pensacola	File No.
Property Address	2413 Emily St	
City	County Escambia	State FL Zip Code 32504
Lender	City of Pensacola	

APPRAISAL AND REPORT IDENTIFICATION

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

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

Comments on Standards Rule 3-6

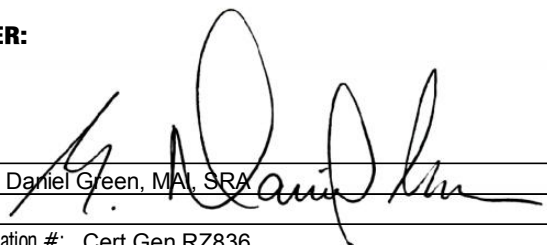
I certify that, to the best of my knowledge and belief:

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

Comments on Appraisal and Report Identification

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

REVIEWER:

Signature: 
Name: G. Daniel Green, MAI, SRA
State Certification #: Cert Gen RZ836
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2016
Date of Signature and Report: 10/21/2016
Effective Date of Review: October 21, 2016
Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): _____

SUPERVISORY or CO-REVIEWER (if applicable):

Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date of Signature: _____
Inspection of Subject: ☒ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable): _____

URAR APPRAISAL DESK REVIEW
FNMA/FHLMC SINGLE FAMILY COMPLIANCE

Lender	City of Pensacola	Loan Number		
Borrower/Client				
Property Address	2413 Emily St			
City	Pensacola	County	Escambia	
		State	FL	
		Zip Code	32504	
Appraiser	Rodger Lowery, MAI		Phone	
Appraiser's Address	3000 Langley Avenue, Suite #402, Pensacola, FL 32504			

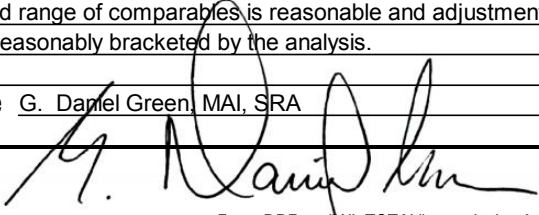
This URAR Appraisal Desk Review Form assists the Reviewer in determining if the appraisal is well written, the calculations correct, the reasoning sound and the value conclusion well supported.

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

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

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

REVIEWER'S REPORT	I have reviewed the appraisal. I do not know of any changes since the appraisal's date which would significantly affect the subject property's value.	
	☒ The appraisal is acceptable. The market value estimate has been properly supported, and the property description is complete and accurate. While it is not necessary the appraisal meet every specific guideline, the appraisal is supported by sound reasoning and any variations from FNMA/FHLMC standards have been explained.	
	☐ The appraisal requires additional information to be acceptable. The items requiring additional information are: _____	
	☐ The appraisal is unacceptable. Market value estimates are not sufficiently supported and the subject property description is not accurate and/or complete. The adjusted range of comparables is reasonable and adjustments are discussed and within reasonable ranges. The final value opinion of \$78,000 is reasonably bracketed by the analysis.	
Reviewer's Name <u>G. Daniel Green, MAI, SRA</u> Date Reviewed _____		
☐ Did ☒ Did Not Inspect Property		



File No.

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

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

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

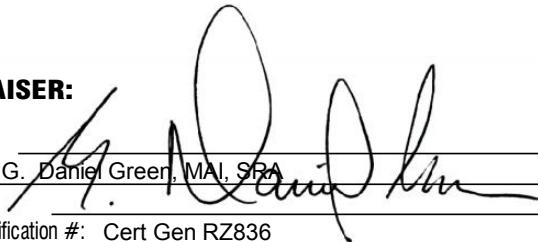
CERTIFICATION: The reviewer certifies and agrees that, to the best of his/her knowledge and belief:

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

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

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

APPRAISER:

Signature: 
Name: G. Daniel Green, MAI, SRA
Title: _____
State Certification #: Cert Gen RZ836
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2016
Date Signed: 10/21/2016

SUPERVISORY or CO-APPRAISER (if applicable):

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00325

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Airport - Approval of Lease Agreement with the United Services Organization

RECOMMENDATION:

That City Council authorize the Mayor to execute a Lease Agreement with the United Services Organization at the Pensacola International Airport. Further that City Council authorize the Mayor to take all actions necessary relating to the execution of the Lease Agreement.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

The United Services Organization (USO) is a congressionally chartered, nongovernmental, nonprofit organization whose mission is to enhance the quality of life for military personnel, single or married, and their families by helping them adjust to the special rigors of a transient military lifestyle and by fostering a viable partnership between the military and the civilian communities. To accomplish that mission, the USO outfits and staffs both a military airport center and an information booth (for general customer assistance) in the Pensacola International Airport's passenger terminal building.

In consideration of the activity, the Airport and USO desire to enter into a lease agreement for the space utilized and the services provided. The term of the lease shall be for a thirty-six (36) month period with two (2) additional twelve (12) month renewal options.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

The USO shall be assessed a rental rate identical to that charged to the signatory airlines serving the Airport. However, as the USO is providing services that would otherwise be provided by the Airport, the USO shall be given a rent credit for the number of hours expended annually in both the military airport center and the information booth calculated at the then current minimum wage rate in the State of Florida. It is projected that the annual rent credit will equal or exceed the annual rental amount due.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Airport USO Lease Agreement.

PRESENTATION: No

**LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND UNITED
SERVICES ORGANIZATION**

PENSACOLA INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT (“Lease”) dated this ____ day of _____, 2017, by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida and the United Services Organization (“USO” or “Lessee”), a Congressionally chartered, nongovernmental, nonprofit organization with the business address of 1168 Gator Boulevard, Building 3370, Virginia Beach, Virginia 23455, each at times hereinafter referred to as a “party” or collectively as “parties” is made and entered into in support of USO operations at the Pensacola International Airport..

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (“Airport”); and

WHEREAS, the Airport serves in excess of 1.5 million passengers each year, approximately 19% of which are travelling for military purposes; and

WHEREAS, the USO is a Congressionally chartered, nongovernmental, nonprofit organization whose mission is to enhance the quality of life for military personnel, single or married, and their families by helping them adjust to the special rigors of a transient military life style and by fostering a viable partnership between the military and the civilian communities; and

WHEREAS, the USO desires to provide at the Airport such services as further described below in the terms and conditions of this Lease; and

WHEREAS, the Airport desires the USO provide such services; and

WHEREAS the services, if not provided by the USO, would need to be provided by the Pensacola International Airport.

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

I. Recitals:

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Lease.

II. Use and Services:

Lessee shall provide the following services:

- A. Military Airport Center: Lessee shall outfit and staff an airport center in the Passenger Terminal Building, the location and any potential relocation of such center to be determined in the sole discretion of the Airport Director, and provide

comfort and convenience services to U.S. military personnel, Active Duty, Reserve, and Guard, as well as their family members, who may be transiting the facility. Said center shall be equipped and operated by Lessee in compliance with the USO's national policies and federal, state, and local laws and Airport rules, policies, and regulations.

- B. Information Booth: Lessee shall provide and staff a booth in the Passenger Terminal Building, the location and any potential relocation of such booth to be determined in the sole discretion of the Airport Director, for general customer assistance purposes, providing services to the total general public to assist with wayfinding within the Airport, and distributing visitor guides and other community information as determined in the sole discretion of the Airport Director. Lessee shall provide in a courteous manner to the general public information regarding the locations of concessions, restrooms, elevators, airlines, gates, and other facilities within the Passenger Terminal. Lessee shall maintain accurate knowledge of telephone numbers and other information for the benefit of the general public as other means through which such individuals can respond to requests for information.
- C. Special Services: Lessee shall cooperate and coordinate, in the sole discretion of the Airport Director, with Airport staff to host special events involving military personnel arriving or departing the Pensacola International Airport. Special services may include:
 - Families of the Fallen: Lessee shall coordinate with Airport Administration for the dignified transfer of fallen service members arriving or departing the Pensacola International Airport, and for the care of family members who come to the facility for the transfer.
 - Large scale military arrival/departure: Lessee shall coordinate with the local military commands and Airport Administration to assist with the periodic mass arrival or departure of military personnel. Arrival assistance may include coordinating transportation to the correct local military installation. Departure assistance may include coordinating for the temporary outfitting and staffing of additional areas in the Passenger Terminal when the number of anticipated departing personnel exceed the capability of the Military Airport Center.

III. Hours of Operation:

Lessee shall staff areas as follows:

- A. Military Airport Center: 8:00 a.m. – 8:00 p.m.; All days of the week;
- B. Information Booth: 8:00 a.m. – 8:00 p.m.; All days of the week;
- C. Special Services: As needed and upon mutual agreement

IV. Leased Premises:

In consideration of the provisions of services pursuant to Section II and Section III above, City hereby leases to Lessee, solely for the use and purposes described in Section II above, the following space "Leased Premises" within the Passenger Terminal Building ("Terminal Building") at the Pensacola International Airport:

- A. Military Airport Center: 1,104 square feet of space located on the second level of the Terminal Building as more accurately shown on Exhibit A attached hereto and incorporated by this reference.
- B. Information Booth: 100 square feet of space located on the second level of the Passenger Terminal Building as more accurately shown on Exhibit A.

V. Term and Renewal:

Subject to earlier termination as may be provided here, the term of this Lease shall commence on January 1, 2017 and shall continue for a period of thirty-six (36) consecutive months terminating at midnight on December 31, 2019.

City reserves the right to renew this Lease, at the sole discretion of the City and under terms and conditions to be determined by the City, for two (2) additional one (1) year terms. If the City chooses to exercise its right to renew this Lease, the USO shall be notified in writing of the terms and conditions to which the City shall exercise this right one hundred fifty (150) days before the expiration of the Lease. The USO shall have the choice as to whether to accept the City's proposal or allow the Lease to expire and shall so notify the City in writing within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the USO to accept such proposal from the City.

Should USO continue to provide the services upon the expiration of the term, or any extension thereof, without notice of cessation or termination by City, said continuation shall be deemed a month-to-month renewal of this Lease terminable by City, without cause, upon thirty (30) days written notice to USO.

Notwithstanding any other provision of this Lease, the City shall have the absolute right to terminate this Lease upon ninety (90) days of issuance of written notice to the Lessee for convenience in the sole discretion of the City. Upon ninety (90) days of issuance of written notice to the Lessee, Lessee shall cease all services and vacate the Airport.

VI. Payment:

Lessee acknowledges and agrees that the City must assess fees to all entities using space at the Airport. Terminal Building rental rates are determined each year using a rate making methodology as outlined in Pensacola City Code and in the agreements with the airlines utilizing the facility. In consideration of the services provided by Lessee, the parties agree Lessee shall pay such rate according to the methodology, provided however, the number of hours expended annually by Lessee in both the Military Airport Center and Information Booth, shall be multiplied by the then-current minimum wage rate in place in the State of Florida, and will be applied against the annual rental rate otherwise due for any given year in the form of a rent credit.

VII. Utilities, Maintenance, and Custodial Services:

Utilities:

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

The City shall not invoice the Lessee for power, air conditioning and heating. Lessee shall pay, at Lessee's expense, and remain solely liable for, any telephone services or other permitted utilities in the sole discretion of the Airport Director, within the Leased Premises. Lessee shall obtain and maintain separate accounts for Lessee's utilities as described in this paragraph in Lessee's name only, and is prohibited from obligating in any way the City on such accounts. Any violation of this provision by Lessee shall be a material breach of this Lease.

The City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines for or about the Leased Premises, along with the right to enter the Leased Premises in order to accomplish the foregoing, provided, however, that City shall take reasonable precautions to avoid the disruption of the Lessee's services under this Lease.

Maintenance:

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

1. Structural repairs to the roof, floor, exterior walls and windows of the Terminal building.
2. General maintenance and upkeep of the Terminal building's interior common use area and external area. The City agrees to keep and maintain in reasonable condition all trunk water and sewer mains, supply mains and electrical power to the Leased Premises.

City shall have reasonable opportunity to commence repairs. Lessee is obligated to mitigate damage to Lessee's property until the City has had time to repair. City shall not be liable to Lessee for damage until City has had a reasonable time to perform repairs.

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

Custodial:

During the term of this Lease, the City shall provide, at its expense, custodial services for the non-leased public areas of the Terminal Building and pest control services for

Leased Premises and the adjacent areas, provided however, any lapse in such services provided outside of the Leased Premises shall not be considered a breach of this Lease.

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

Lessee shall provide, at its own expense, to the satisfaction of the Airport Director janitorial and cleaning services and supplies for the maintenance of the Leased Premises. Lessee shall keep and maintain the space in a clean, neat, and sanitary condition and attractive appearance.

General:

Should Lessee fail to maintain the space in conformance with the terms and conditions of this article within a period of seven (7) calendar days following written notice of such failure (or for those items that cannot be reasonably cured within seven (7) days, USO fails to undertake action to cure and diligently pursue such cure), the City expressly may take any action to cure said failure and Lessee shall reimburse City's cost for such actions plus a ten percent (10%) administrative charge.

VIII. Right of Entry:

- A. Right of Entry and Inspection: The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises at all times:
- i. To inspect the areas to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease; and
 - ii. To perform maintenance and make repairs in any case where Lessee is obligated but has failed to do so; and
 - iii. To perform any and all things which the Lessee is obligated to and has failed after reasonable notice so to do; and
 - iv. In the exercise of Lessee's police powers; and
 - v. As necessary for Airport business and operations or pursuant to any term or condition of this Lease in the sole discretion of the Airport Director.
- B. Right to Install Items: The City shall have the right to construct or install over, in, under or through Airport new lines, pipes, mains, wires, conduits and equipment as the City may deem necessary.

IX. Insurance and Indemnification:

General:

The USO shall procure and maintain insurance of the types and to the limits specified.

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

The USO and the City understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Lease. The USO agrees that it will increase or change such coverage as required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

Insurance Requirements:

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

A. Worker's Compensation:

The USO shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person-accident, \$100,000 each person disease, \$500,000 aggregate-disease.

B. Commercial General, Automobile, and Umbrella Liability Coverages:

The USO shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$3,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

1. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on an occurrence-type basis.

2. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000 combined single limits must be provided.

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

Certificates of Insurance:

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the USO shall furnish copies of the USO's insurance policies, forms, endorsements, Jackets and other items forming a part of, or relating to such policies. The USO may black-out any proprietary or salary information included in any policy required under this agreement that is requested by the City. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The USO shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the USO shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Airport Administration and Contracts Manager, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

Insurance of the Contractor Primary:

The USO's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the USO's coverage. The USO's policies of coverage will be considered primary as relates to all provisions of the agreement.

Loss Control and Safety:

The USO shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the USO shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the USO for the protection of all persons, including employees, and property. The USO shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Hold Harmless:

The USO shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the USO and persons employed

or utilized by the USO in the performance of this agreement. The USO's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

X. Compliance with Rules and Regulations:

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

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

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

Should City incurs any costs, fees, fines or penalties imposed by as a result of the acts or omissions of Lessee under this Section X, Lessee shall pay or reimburse the City upon demand by the Airport Director in accordance with such demand notice for all such monies.

Lessee acknowledges the Airport is a secure and significant facility and as such Lessee shall not through any act or omission cause even the risk of fire, slippage or other hazard whatsoever, or cause any hazard to persons, or property, or obstruct or interfere with the rights of any other Airport tenants, or in any way injure or annoy Airport tenants, or any act or omission which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. Any breach of this paragraph shall be a material breach of the Lease and City expressly may immediately take any action in the sole discretion of the Airport Director to secure correction of such risk exposure, and thereafter Lessee shall pay or reimburse the City upon demand by the Airport Director in accordance with such demand notice for all costs to the City.

XI. Supervision of Employees and Volunteers, Parking:

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

USO shall have the right to the use of reasonably adequate vehicular parking facilities for its employees and volunteers at the Airport. Such facilities shall be located in an area designated by the Airport Director. The City reserves the right to assess a reasonable charge for such employee parking facilities. Such charge for Lessee parking use shall not exceed that which is charged to other commercial tenants in the Terminal Building.

XII. Signs:

Lessee shall not permit signs, logos, or advertising displays placed or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the Airport Director. Signs identifying USO shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

XIII. Assignment:

Any assignment or sublet of this Lease is prohibited and shall be null and void and of no effect.

XIV. No Waiver by City:

A failure by City to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

XV. Surrender Upon Termination:

Upon the expiration or termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises. Lessee warrants to City that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee, Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by City for City's own benefit, Lessee shall pay to remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the City harmless therefrom.

XVI. Removal of Lessee's Property Upon Termination:

The personal property of Lessee placed or installed at or on the Airport by Lessee, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Lessee and must be removed on or before the expiration of the term or the expiration of any extension or renewal of this Agreement at Lessee's sole risk and expense. Any damage to the assigned areas, the Airport or any portion thereof resulting from such removal shall be paid for by Lessee. In the event of termination of this Agreement, Lessee shall have thirty (30) days after such termination during which to remove such property.

If Lessee's property is not removed as herein provided, City may, at its option, after written notice to Lessee and at Lessee's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days take ownership of such property without payment by the City to Lessee of any compensation whatsoever, and said property shall thereafter be owned by City free and clear of any claim or interest by Lessee.

XVII. Subordination:

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

XVIII. Attorney's Fees:

The prevailing Party in any action, claim or proceeding arising out of this Lease shall be entitled to attorney's fees and costs from the losing Party.

XIX. Force Majeure:

Neither the City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

XX. Relationship of Parties:

Lessee represents and warrants Lessee is not in any way or for any purpose a partner or joint venturer with or agent of the City. Lessee shall act as an independent contractor in the performance of its duties pursuant to this Lease.

XXI. Notices:

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Blvd., Suite 225
Pensacola, Florida 32504

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to USO shall be mailed to:

The parties from time to time may designate in writing changes in the address stated.

XXII. Entire Lease:

This writing, together with all the attached exhibits, constitutes the entire agreement of the parties. This Lease supersedes all prior agreements, if any, between the City and Lessee, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Lease shall not be modified except in writing, signed by the City and Lessee.

XXIII. Partial Invalidity:

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

XXIV. Successor:

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

XXV. Consents and Approvals:

Where this Lease requires approval from the City, prior written approval from the Airport Director shall be considered to fulfill such requirements.

XXVI. Governing Law.

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

XXVII. Venue.

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

XXVIII. Headings:

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

XXIX. Public Records Act.

The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless statutory exemption from disclosure exists.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

Attest:

City of Pensacola,
a Florida municipal corporation

Ericka Burnett, City Clerk

By _____
Ashton J. Hayward III, Mayor

United Services Organization

Attest:

Corporate Secretary

By: _____
Printed Name _____
Title _____

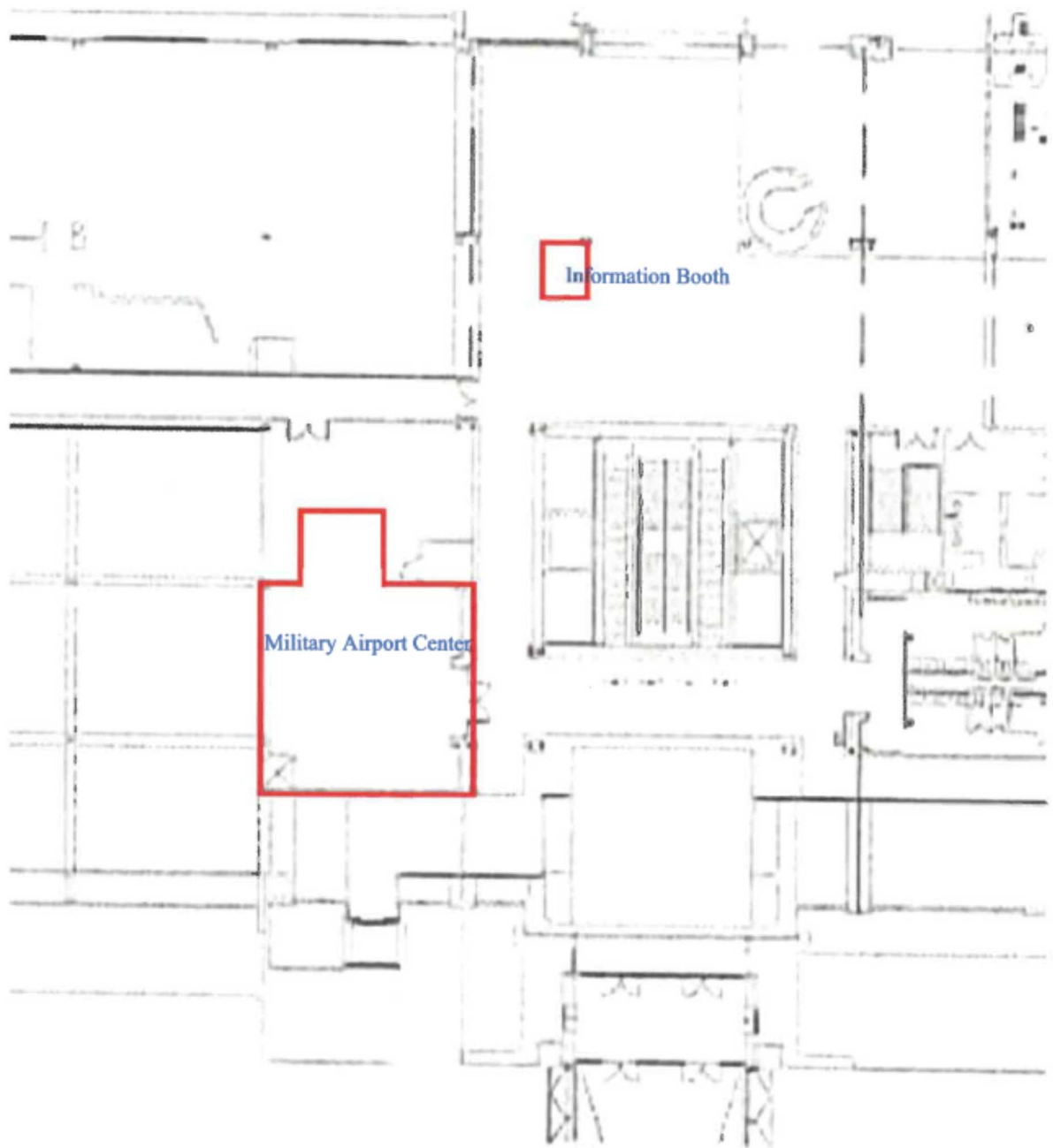
Approved As To Form and Execution:

By _____
City Attorney

Approved As To Content:

By _____
Airport Director

EXHIBIT A
LEASED PREMISES





Memorandum

File #: 16-00323

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Airport - Award of Contract, RFP No. 16-042 Baggage Handling System and Passenger Loading Bridge Operation and Maintenance Services

RECOMMENDATION:

That City Council award a contract for RFP No. 16-042 Baggage Handling System and Passenger Loading Bridge Operation and Maintenance Services to Elite Line Services, Inc. for the maintenance and operation of the baggage handling system and passenger loading bridges at the Pensacola International Airport. Further, that Council authorize the Mayor to execute all contract and related documents and take all related actions necessary to complete the project.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

Checked baggage at the Pensacola International Airport is screened and transported to the individual airline sort piers via an in-line baggage handling system. This system, designed and installed in 2009, handles on the average over 1000 bags per day and consists of 1,436 feet of baggage handling conveyor, 11 high-speed diverters, four vertical sort units, nine 36 foot baggage piers for carrier specific sortation, three 130 foot baggage claim carousels, and a screening matrix consisting of three L3 screening machines and one CT-80 XL Explosive Detection System.

While the equipment is owned by the Pensacola International Airport, the operation is actually managed by an outside firm on behalf of the Airport. The contractor is responsible for the overall operation and maintenance of the system. As such they provide a full-time site manager and all required technicians, they interface and coordinate with the City, airlines and Transportation Security Administration, they start the system each morning and ensure the same is ready to receive baggage before flight operations, they monitor the system throughout the day and respond to and clear any fault conditions, they train all users on the use of all systems (outbound and inbound systems) and on proper baggage hygiene protocols, they provide all preventative and non-scheduled maintenance services, they maintain an inventory of City purchased spare parts and they provide annual budget amounts to the City for the purchase of replacement parts based on past and anticipated usage. In addition, they provide quarterly maintenance services to the ten Airport-owned passenger boarding bridges in

accordance with guidelines and specifications outlined by the bridge manufacturer to ensure the safe continued operation of this equipment.

Under the agreement, the contractor provides an itemized budget outlining direct expenses to be incurred each year. The City reimburses the contractor for direct expenses rendered, supplies purchased and other operating expenses incurred, without markup, as indicated on the approved annual budget and as shown on a detailed, itemized monthly statement. In consideration of the indirect expenses associated with operating the system, the contractor outlines an overhead percentage to be multiplied by the direct labor costs each month, and a profit percentage to be multiplied by the labor and overhead each month.

The current contract, executed in 2011, is at its natural expiration. Airport Staff issued a Request for Proposals in October 2016. Seven firms were in attendance at the pre-proposal conference. Three firms responded to the RFP. Each firm outlined their experience with operating similar in-line baggage handling systems and with maintaining passenger loading bridges, provided information relative to their proposed management plan, training programs and corporate support, their proposed operating plan including staffing levels and compensation levels, and their proposed financial plan relative to the cost to be incurred by the City including a proposed budget outlining direct expenses, the percentage rates for overhead covering indirect expenses and profit, and a prevailing parts list for possible spare parts. Upon review of the submittals, Airport Staff has determined Elite Line Services, Inc. to be the best proponent.

Elite Line Services, Inc. is a national firm that has provided baggage handling and passenger loading bridge maintenance and operations services for both airports and airlines for twenty-two years. They currently maintain and operate systems in the airports at Atlanta, Los Angeles, Reno-Tahoe, Detroit, Louisville, and many others.

The proposed agreement will be for a three-year period with two one-year renewal options at the sole discretion of the City.

PRIOR ACTION:

None

FUNDING:

Budget: \$667,000.00

Actual: \$391,418.84

FINANCIAL IMPACT:

Funding is included in the Airport's operation and maintenance budget for this contract.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Airport Baggage Handling System and Passenger Loading Bridge Operation and Maintenance Services Contract
- 2) Tabulation of Proposals for RFP No. 16-042

PRESENTATION: No

**CONTRACT FOR REQUEST FOR PROPOSALS #16-042
BETWEEN CITY OF PENSACOLA AND
ELITE LINE SERVICES, INC.
for Maintenance and Operation of the Baggage Handling System
and Passenger Loading Bridges at Pensacola International Airport**

THIS CONTRACT FOR REQUEST FOR PROPOSALS #16-042 (“Contract”) is made this _____ day of _____, 20____, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, and Elite Line Services, Inc., (“Contractor”), a corporation authorized to do business in Florida, located at 1505 Luna Road, Suite 100, Carrollton, Texas 75006, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City opened a Request for Proposals #16-042, on November 3, 2016 (“RFP”), as described in the RFP #16-042 for Baggage Handling System and Passenger Loading Bridge Operation and Maintenance Services, as modified by any addendum to the RFP (“Addenda”), as attached hereto as Exhibit A and incorporated herein by this reference (the RFP and Addenda collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP, the Contractor submitted to the City a Proposal, dated November 2, 2016, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the agreement for the RFP documents to the Contractor; and

WHEREAS, the Parties desire the Contractor perform the agreement as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract (the RFP Documents, Proposal and this Contract collectively referred to hereinafter as the “Contracting Documents”); and

WHEREAS, the Parties desire to enter into this Contract;

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

Section 1. Recitals.

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Contract.

Section 2. Definitions, Interpretations and Exhibits.

2.01 Definitions Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used in the Contracting Documents.

A. **"Airport"** shall mean the Pensacola International Airport, located in Pensacola, Florida.

B. **"Airport Director"** shall mean the Airport Director as appointed by the City, the successor or successors to the duties of such official, or any other person designated and authorized to act on behalf of said Airport Director.

C. **"Assigned Areas"** shall mean those rooms in the passenger terminal assigned to the contractor for their office/control room and for the storage of spare parts.

D. **"Budget"** shall mean the Contractor's annual budget approved for the Baggage Handling System in accordance with Section 9, including any approved amendment thereto.

E. **"Commencement Date"** shall mean December 14, 2016.

F. **"City"** shall mean the City of Pensacola, generally acting by and through its Airport Director, or a duly authorized representative of the Airport Director.

G. **"Contract Year"** shall mean each consecutive twelve (12) month period beginning on the Commencement Date.

H. **"Contractor's Reimbursement"** shall mean the amount due the Contractor as reimbursement for those approved direct expenses incurred for managing and operating the Baggage Handling System. Contractor's Reimbursement shall be outlined in an annual budget reviewed and approved by the Airport Director.

I. **"Contractor's Compensation"** shall mean the amount due the Contractor as reimbursement for those indirect overhead fees and profit associated with the administration of the Baggage Handling System. Contractor's Compensation shall be an amount as included in Contractor's proposal for the maintenance and operation of the Baggage Handling System.

J. **"Baggage Handling System"** shall mean those inbound and outbound conveyor systems and sub- systems currently in existence, or hereafter constructed, provided and assigned by City under the Contracting Documents, for the moving and processing of checked baggage at the Airport, which is depicted on Exhibit C to the Contracting Documents and further described in Section 3.

K. **"Operating and Contingency Manual"** shall mean Contractor's Operating and Contingency Manual approved pursuant to Section 4.

L. **"Performance Guarantee"** shall mean a performance bond as described in the Contracting Documents and in the format shown in Exhibit J.

M. **"Proposal Documents"** shall mean the documentation described in Section 2.

N. **"Reimbursement" or "Reimbursements"** shall mean those reasonable and necessary direct payroll expenses, fringe benefits, maintenance, and operating expenses directly incurred in the maintenance and operation of the Baggage Handling System authorized under the Contracting Documents, as further described in Section 9 and included in Contractor's annual budget approved by the Airport Director. Reimbursements shall not include any cost or expense covered within Contractor's Compensation or any cost or expense incurred by Contractor as a result of Contractor's intentional misconduct, negligence, violation of law, breach of any term or condition of the Contracting Documents, any penalty, charge or the amount of any liquidated damages payable by Contractor under the Contracting Documents, or any cost or expense resulting from Contractor's indemnity obligations under the Contracting Documents.

O. **"Site Manager"** shall mean Contractor's site manager for the Baggage Handling System recommended by Contractor and approved by the Airport Director pursuant to Section 4 hereof, and who shall be assigned to and located at the Airport.

P. **"TSA"** shall mean the federal Transportation Security Administration.

2.02 Interpretation

A. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

B. Words importing the singular shall include the plural and vice versa.

2.03 Incorporation of Exhibits

The Contractor hereby expressly agrees the following Exhibits attached hereto and incorporated herein are material parts of this Contract:

Exhibit A RFP Documents

Exhibit B Proposal

Exhibit C Baggage Handling System

Exhibit D Baggage Handling System Maintenance Schedule

Exhibit E Spare Parts

Exhibit F Manning Schedule

Exhibit G Passenger Loading Bridge Maintenance Schedule

Exhibit H Request for Monthly Reimbursement Format

Exhibit I Annual Budget Format

Exhibit J Performance Guarantee Format

Section 3. Baggage Handling System and Equipment.

3.01 Baggage Handling System

City hereby makes available to Contractor the Baggage Handling System, solely for the purpose of providing the baggage handling maintenance and operation services specified herein.

3.02 Description of System

The Baggage Handling System shall be comprised of the three inbound baggage belts serving the Baggage Claim Area of the Airport, as shown on Exhibit C, and the outbound in-line screened baggage handling system serving the ticketing area to include the take-away belts behind the airline ticket counters, primary baggage handling screening area, secondary baggage resolution area, and airline sort piers in the baggage make-up area. The Baggage Handling System shall not include the three L3 machines or the On-Screen Resolution or Secondary Resolution equipment utilized by the TSA.

3.03 Assigned Areas

The City shall assign a 196 sq. ft. office located in the main terminal from which the Contractor will monitor the in-line screened baggage handling system and shall assign a 218 sq. ft. room and a 191 sq. ft. room for the storage of spare parts and equipment. These areas are depicted on Exhibit C. The assigned rooms and the dimensions of the assigned rooms are subject to change at the Airport Director's discretion.

3.04 Changes and Additions to Baggage Handling System

City reserves the right, at any time it deems appropriate or necessary, to alter, change, improve, decrease, remove from or add to the Baggage Handling System, including, but not limited to, the right to add, temporarily or permanently, additional belts, systems and equipment to the Baggage Handling System to be operated hereunder. If any of the Baggage Handling System is modified, Contractor agrees to maintain and operate the same under the Contracting Documents and City and Contractor shall review and modify the budget as required. Changes to Baggage Handling System shall be reflected in a revised Exhibit C provided to Contractor by the City.

3.05 Access to Airport and Baggage Handling System

A. City hereby provides to Contractor the right of ingress and egress with respect to the Airport and more specifically the Baggage Handling System, to the extent necessary, for the purpose of maintaining and operating the system.

B. The Airport Director shall have the right at all times to direct or prescribe regulations governing and controlling the use of the Baggage Handling System.

C. Contractor shall have the right to the use of vehicular parking facilities for its employees at the Airport. Such facilities shall be located in an area designated by the Airport Director, and that area is subject to change at the discretion of the Airport Director.

3.06 Baggage Handling Equipment

A. City hereby authorizes Contractor to maintain and operate the baggage handling equipment described in Exhibit C and situated within the Terminal Building.

B. City also authorizes Contractor to utilize, maintain and operate such additional equipment and

additions and improvements to the Baggage Handling System as may hereafter be installed or made or purchased by City or by Contractor, with the approval of Airport Director, under the provisions of Section 11, subject to the addition of same to Exhibit C to the Contracting Documents.

3.07 Utilities

Except as otherwise provided for herein, all utilities required for the Baggage Handling System shall be provided by City and City shall pay the utility charges for the same directly to the utility provider. Notwithstanding the foregoing, Contractor shall arrange and pay for monthly telephone service charges it may require and include such cost as an expense within its monthly reimbursement.

3.08 Contractor's Acceptance of Facilities and Equipment

Contractor hereby acknowledges that it has examined the Baggage Handling System as it exists on the commencement date hereof and accepts the same for use "as is" in its present condition.

Section 4. Maintenance and Operation of Baggage Handling System.

4.01 Retention of Contractor

City hereby retains Contractor to maintain and operate the Baggage Handling System at the Airport and those additional portions as may be designated in writing by the Airport Director, including temporary or permanent systems, when and if established, and assigned by the Airport Director. Contractor hereby agrees to maintain and operate said Baggage Handling System in accordance with all terms and conditions of the Contracting Document.

4.02 Policy and Obligations Governing Agreement

Contractor hereby acknowledges and agrees that it is aware that in entering into the Contracting Documents with City, the City has charged Contractor with the responsibility and duty to be a pro-active resource to the City, assuming the primary role in providing, managing, scheduling, equipping, operating and maintaining the Baggage Handling System, services and resources for and on behalf of the City. In furtherance of this responsibility to City, Contractor agrees to provide the technical and operational management expertise, and the personnel, labor, materials, supplies and equipment to maintain and operate the Baggage Handling System as outlined herein.

4.03 Operation

A. Contractor shall operate and maintain the Baggage Handling System in a first class manner utilizing in all respects the highest standards and best practices found in Baggage Handling System operations in the United States. Contractor shall employ practices which will maximize operational time and minimize down time, while remaining consistent with the high quality of service required for Airport customers and patrons by City.

B. Hours of Operations: Contractor shall staff the operation so that personnel are on site twenty (20) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. The exact

hours and staffing levels shall be determined by the City and Contractor. Once staffing levels have been approved by the City, Contractor shall not deviate from the same without the approval of the City.

C. User Interface: Contractor shall interface with and coordinate its work with the City and other users of the Baggage Handling System including the airlines and TSA.

D. Daily System Start-Up: Contractor shall start the Baggage Handling System each morning and ensure the same is ready to receive baggage before flight operations.

E. Operational Monitoring: Contractor shall monitor the Baggage Handling System throughout the day and respond to and clear any fault conditions. Contractor shall monitor the Baggage Handling System for improper usage by the various users to include baggage hygiene, general misuse or abuse and shall report the same to the Airport Director.

F. User Training: Contractor shall train all users on the use of the Baggage Handling System (outbound and inbound systems) and on proper baggage hygiene protocols.

G. Fault Conditions: The Contractor shall respond to and rectify all fault conditions which may or may not have been caused by operational personnel. Examples may include baggage jams, motor overloads, E-stop conditions, etc... The Contractor shall have personnel on-scene within five (5) minutes. The Contractor shall notify the Airport, the TSA and the airlines of fault conditions, the estimated time or repair and the type of fall-back procedure to be implemented during the Baggage Handling System's fault condition. The Contractor shall advise the affected system's user airline(s) of any required device reassignments as a temporary measure to implement fall back procedures. Once the fault is resolved, the Contractor will assign the device back to the original user.

H. User Complaints: Contractor shall handle user complaints in accordance with the procedures established by Contractor, approved by the Airport Director, and included in Contractor's Operating and Contingency Manual.

I. Operating and Contingency Manual: No later than sixty (60) days after the Commencement Date of the Contracting Documents, Contractor shall develop an Operating and Contingency Manual for the operation of the Baggage Handling System, all provisions of which shall be subject to the written approval of the Airport Director. Said manual shall address, at a minimum, the following subjects: (1) Contractor's conceptual approach for the operation and maintenance of the Baggage Handling System; (2) general operating and management policies; (3) employee job descriptions; (4) employee wage and compensation schedules; (5) employee code of conduct; (6) employee training guides; (7) employee schedules; (8) accident and incident procedures; (9) maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, equipment to be used or leased, hours of work, and number of employees required); (10) equipment maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, as well as emergency repairs procedures/contracts); (11) emergency procedures; (12) contingency plans for each covered element of the Baggage Handling System outlining actions to be immediately implemented by the Contractor to allow baggage handling activities to continue while implementing repairs to

the failed item; (13) Site Manager's home and mobile phone numbers; and (14) company personnel policies. It shall be the responsibility of Contractor to continuously update the contents of the manual to ensure that at all times it reflects the most current policies and procedures for the maintenance and operation of the Baggage Handling System. All of said changes shall be subject to written approval by the Airport Director.

J. Conduct: Contractor and its agents, employees, contractors and subcontractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport. Upon notification by the Airport Director of any violation hereof, Contractor shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly, or improper conduct.

K. Laws and Rules: Contractor and its agents, employees, contractors and subcontractors shall at all times observe and comply with all City, local, state and federal laws, ordinances, regulations and policies. Contractor agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the Federal Government, the City or the Airport Director concerning security matters, baggage matters, and any other operational matters related to the operation of the Airport.

4.04 Maintenance

A. Maintenance In General: The Contractor shall provide for the routine and non-scheduled maintenance of the covered equipment in accordance with the manufacturer's specifications and using as a minimum the maintenance schedule attached as Exhibit D. The Contractor will be responsible for providing any additional scheduled preventative maintenance above and beyond the minimum specified above that may be required to meet the performance criteria specified herein. For each baggage handling sub-system, the following types of maintenance shall be performed:

- Routine Maintenance: Activities such as routine inspections and tests designed to identify any unusual or abnormal equipment condition. Routine maintenance shall be as included in the maintenance plan provided by the baggage handling equipment supplier.

- Scheduled Maintenance: Activities required to keep the Baggage Handling System operating at the prescribed levels of safety, efficiency and reliability, which are performed on a regular basis at specified intervals. Scheduled maintenance activities shall be included in the maintenance plan provided by the baggage handling equipment supplier.

- Non-Scheduled Maintenance: Any corrective measure or repair necessitated by an inspection, a failure, or unusual circumstances adversely affecting the normal Baggage Handling System operation. Non-scheduled maintenance may be required as a result of unsatisfactory conditions discovered during an inspection or because of an operational failure. Non-scheduled maintenance shall be performed on a priority basis as necessary to meet the required system service availability.

- Ordinary Wear & Tear: Any corrective measure or repair that may be required because of ordinary wear and tear.

- Other Maintenance: Maintaining updated maintenance manuals, maintenance of testing equipment, maintenance of tools, equipment and furniture.

B. Technician Training: The Contractor shall train all maintenance personnel as required for the performance of the Contracting Documents. In addition to the training of the initial personnel, the Contractor shall train all replacement or added personnel to meet the requirements of the Contracting Documents. This shall include the responsibility for obtaining any training required from the original equipment supplier.

C. Computerized Maintenance Management System: The Contractor shall use a computerized maintenance management system to schedule and track all Baggage Handling System maintenance work performed. The maintenance management system shall provide up-to-date information on replacement parts usage, routine and preventative maintenance procedures performed for each component, scheduled and non-scheduled maintenance reports, inspection reports and fault reports. All reports shall have the ability to be sorted by date or type of procedure or failure and must be able to be printed on demand. Additionally the system shall maintain and track replacement parts usage.

D. Removal From Operation: The Contractor shall not *remove* any device from operation without approval of the Airport Director unless the device's continued use could, in the opinion of the Contractor, be a safety or security hazard. Upon removal of a device from service, the Contractor shall immediately notify the Airport Director of such action.

E. Maintenance Scheduling: Baggage Handling System maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the Baggage Handling System is minimized. To minimize operational impact to the user airlines and TSA, the Contractor shall carry out the maintenance and/or repairs of the equipment at night and during off-peak periods whenever possible.

F. Manufacturer Directives: The Contractor shall check each device to ensure that any safety directive issued by the manufacturer subsequent to the manufacture and installation of the equipment has been adequately addressed and shall inform the Airport Director of deficient items.

G. Cleaning: In addition to the preventative maintenance services referenced in Exhibit D, the Contractor shall perform the following items relative to cleaning equipment:

- On a quarterly basis, the Contractor shall clean inbound bag claim devices 1, 2 and 3 in baggage claim. During this cleaning the Contractor shall remove sufficient pallets so that the inner framework and flooring beneath will be exposed. The Contractor shall clean the exposed framework and flooring of all dirt, dust and debris. The Contractor shall pressure wash the pallets and shall clean the stainless steel trim with BB Brute SSC or other approved cleaner and polish the same.
- On a quarterly basis, the Contractor shall clean the stainless steel trim of the outbound belts at the ticket counters with BB Brute SSG or other approved cleaner and polish the

same.

- On a monthly basis, the Contractor shall clean out the T-Sections of the outbound belts at the ticket counters to clear larger debris from pinch points
- On a weekly basis, the Contractor shall clean the stainless steel trim of the outbound belts at the ticket counters using a household stainless steel cleaner.
- On a daily basis, the Contractor shall clean the twelve automatic tag reader scanner arrays.

H. Testing: In addition to the preventative maintenance services referenced in Exhibit D, the Contractor shall perform the following tests:

- Daily barcode tote test to ensure all scanner heads are working properly.
- Daily oversize bag test to ensure the scanners are correctly aligned and properly analyzing luggage.
- Hourly inspection of read rate percentages using the SICK CPU to ensure all scanners are clean and free from debris.
- Monthly tests of each airline bag tag printer through the use of a Quickcheck 800 Verifier or similar bar code tester to evaluate airline read rate of bar codes generated via the printers.

4.05 Equipment, Parts and Chemicals

A. The Contractor shall provide all equipment, tools and permits required to provide the services, including but not limited to scissor lifts, fork trucks, and baggage carts for manual transport of bags to the resolution area in the event of a system failure.

B. The Contractor shall maintain a full stock of spare parts as included in Exhibit E and shall work with the Airport Director to procure and re-order spare parts as needed. All parts used by the Contractor in the prosecution of this contract shall be approved by the manufacturer of the equipment for use in the devices being maintained. Should the City order parts and materials through the Contractor, such parts and materials shall be invoiced for payment from the City at the prevailing Contractor's cost. Prevailing Contractor's cost shall be defined as the Contractor's actual cost of material, plus shipping, plus ten percent (10%) for Contractor's overhead expenses. Storage of spare parts shall be the responsibility of the Contractor, and the Contractor shall do so within the space provided by the City.

C. Whenever an item of spare parts, equipment, expendables or consumables is used by the Contractor in the performance of the Contracting Documents, such item shall be repaired and/or replaced in the spare parts, equipment, consumable and expendable inventory as provided under the Contracting Documents.

D. Should any part be covered under warranty, the Contractor shall be responsible for accurately recording, tracking and returning the part to the respective manufacturer for replacement under the terms of the warranty.

E. Contractor shall provide an annual budget amount to the Airport Director for the purchase of replacement parts based on past and anticipated usage.

F. Should the Contractor use any chemicals in the performance of the contract to be entered into, the Contractor shall furnish and use only those chemicals that have been approved for use in such

services and which the successful bidder is licensed to use. Restricted-use chemicals shall not be used without the prior written approval of the Airport Director.

G. The Contractor will be required to provide the Airport Director with all appropriate Material Safety Data Sheets for the chemicals used in the performance of the contract.

4.06 Software Technical Service Agreement

The software in use for the baggage handling system was designed and written for the Pensacola International Airport by Siemens Energy and Automation, Inc. In order to support the software, the City shall enter into a technical service agreement with Siemens Customer Service Group, and the Contractor shall be authorized to utilize this agreement for software support issues.

4.07 Reports

The Contractor shall prepare various reports on the status of the system and submit the same to the Airport Director. Reports shall include fault reports indicating the date, time, type and cause of fault conditions, daily and weekly baggage processing reports, preventative maintenance reports detailing scheduled and non-scheduled work performed, and system performance reports to provide performance statistics with respect to all performance criteria specified herein.

4.08 Operational and Performance Requirements

A. The Contractor acknowledges and agrees that the Baggage Handling System will be used by the airlines seven days a week, every week of the year, a minimum of approximately 18 hours a day. The Contractor shall carry out and perform its obligations, duties and responsibilities in the least intrusive manner possible so as to minimize any effects upon, disruption to, interference with or interruption of the airlines' and TSA's use and operation of the Baggage Handling System, the airlines' or TSA's activities that are related to or connected with the use and operation of the Baggage Handling System and any of the City's facilities and ongoing operations located in the areas adjacent to the Baggage Handling System.

B. The Contractor shall be responsible for maintaining a certain level of Baggage Handling System reliability/availability which shall be recorded by the Contractor on a daily basis and included in reports to the Airport Director. Reliability shall be measured in terms of availability, with availability of a given sub-system defined as follows:

$$A = \frac{(ST - RT)}{ST}$$

Where the variables are defined as follows:

- A= Availability
- ST = Scheduled Operating Time: The scheduled time that the subsystem is available for baggage processing
- RT = Repair Time: The interval of time between the detection of a failure or fault condition and the return of the subsystem to operation after the condition has been

remedied/repaired

- The Contractor is responsible for providing sufficient personnel so that all baggage jams will be cleared within 5 minutes of arriving on scene. Any delay beyond 5 minutes of arriving on scene minutes shall be identified in performance reports and charged against the repair time calculation. A failure is defined as any malfunction of a subsystem component, assembly or sub-assembly which stops normal operations. The following shall not be classified as a failure:
- Malfunctions due to causes outside the system/subsystem such as sabotage, general power outage, L3 machine downtime.
- Malfunctions due to baggage jams not caused by failure of a sub-system component, assembly or subassembly (except in the case of excessive response time as noted above).
- Incipient failures which are detected and repaired without affecting normal operation of the subsystem.
- Malfunction of one of a redundant computer/pic pair where the repair time does not affect normal operations of the system.

C. The Contractor shall be responsible for maintaining a certain level of Baggage Handling System tracking accuracy whereby tracking accuracy is defined as the system's ability to identify and control the location of baggage from the start point of tracking to the luggage pier. To this end, the Contractor shall maintain all tracking devices (shaft encoders, etc...) and other related components as required to achieve continuous tracking of no less than 100%. Luggage tracking begins at the first photo eye on any given ticket counter induction belt and continues until the bag reaches the last photo eye on the main line and is dispatched to an individual sort pier. Security tracking begins when the luggage enters an L3 machine. The tracking continues until the first vertical sortation unit. If luggage is deemed "cleared" it will be sorted up to the cleared baggage line and the security tracking will end at the CB-02 photo-eye at which point normal luggage tracking will take over again. If luggage is deemed "alarmed" by the L3 machine, it will be sorted down to the suspect bag line. Security tracking for an "alarmed" bag will continue until it reaches the Suspect Bag 4 Vertical Sortation Unit. If during transit from the L3 machine the alarmed bag has been deemed "cleared" by the TSA, it will sort up to the cleared bag line at the CB4-02 photo-eye at which point normal luggage tracking will take over again. If during transit from the L3 machine the alarmed bag is deemed "suspicious" by the TSA, it will sort down to the Suspect Bag 4 line and security tracking will continue until it reaches the TSA CBRA room.

D. Each day of each invoice period will be evaluated in terms of Availability (as described in Section 4) and Tracking (as described in Section 4) performance. The Contractor shall include the figures in the monthly invoice submittals to the Airport Director. Each invoice period (i.e. month) shall be divided into equal portions representative of each day in that period (i.e. 30 parts for a 30-day invoice period). If the Availability (A) for a given day is less than 0.99 (99%), a payment factor may be applied by the City to that day (i.e. to that day's portion of the regular invoice amount) in accordance with the following:

Availability (A)	Payment Factor
99.0 – 100.0	1.00
98.9 – 98.99	0.99
98.8 – 98.89	0.98
98.7 – 98.79	0.97
98.6 – 98.69	0.96
etc...	

For example, if one day in a 30-day invoice has a 98.95% Availability and all other days were 99% or greater, then a 0.99 payment factor would be applied to one thirtieth of the normal invoice amount.

For any calendar month during the contract that the Baggage Handling System does not achieve or will not achieve an average 99% system availability, the Contractor will, at its expense, promptly undertake reviews, to include a review of maintenance staffing and procedures, and shall within one month propose a plan to the Airport Director for corrective actions. Corrective actions shall be at no added expense to the City and shall be documented by the Contractor.

E. The Contractor shall also track and report on a monthly basis the performance of the in-line screened baggage system against the following performance parameters required for the initial system certification:

Minimum Number of Bags Able To Be Throughput By Total System in a 1 Hour Period:

	765 bags
Error Rate (unknowns):	No greater than 2.0%
Total Error Rate:	No greater than 3.0%
Jam Rate:	No greater than 1.0%
Failsafe Rate:	No greater than 0.5%

The Contractor shall report these figures on a monthly basis and for any month where any category fails to comply with the stated parameters, the Contractor shall provide an explanation of the reason for the failure and the actions taken to investigate and correct the same.

4.09 Emergency Response

A. The Contractor shall have sufficient resources and personnel whereby they are able to respond to Pensacola International Airport within 48 hours should a situation arise that is outside of the ability of their local personnel to address.

B. In the event of destructive weather such as a hurricane, the Contractor will be tasked with a comprehensive review of the Baggage Handling System to determine suitability for operation, and shall be tasked with services needed to repair any resultant damage. Given the importance of the Airport to community-wide recovery efforts, the Contractor must have sufficient resources and personnel, not including those locally, to respond to the site in an expeditious manner. Said response shall be considered an Extra Service as outlined in Section 9.

4.10 Personnel

Contractor shall recruit, hire and train such management, supervisory, and maintenance personnel as are necessary to maintain and operate the Baggage Handling System in accordance with the terms of the Contracting Documents, including the manning schedule, as included in Contractor's proposal and shown in Exhibit F to the Contracting Documents. Contractor shall complete its transition and be up to full staffing within thirty (30) days of commencement. The personnel requirements shall specifically include the following:

A. Site Manager/Assistant Site Manager: Contractor shall select and appoint an experienced and qualified Site Manager whose duty and responsibility shall be the day-to-day management of the maintenance and operation of the Baggage Handling System only at the Airport on behalf of Contractor. The Site Manager shall be assigned a duty station in the terminal where he/she shall be available a minimum of forty (40) hours per week during normal business hours. The Site Manager shall be vested with full power and authority to conduct the normal and ordinary operations of Contractor, including the authority to regulate the appearance, conduct and demeanor of Contractor's employees and agents. The Site Manager shall be available during scheduled working hours. During his or her extended absence, a responsible subordinate with commensurate authority shall be in charge and available and acting as the designated "Assistant Site Manager". He or she shall at all times be accessible by telephone or mobile phone for emergencies. In the event of the Site Manager's absence, there shall be designated an acting or Assistant Site Manager who will take on the job tasks and authority of the Site Manager, during such absence. The Site Manager shall be subject to the initial and continuing approval of the Airport Director.

B. Shift Supervisors: Contractor shall select Shift Supervisors to assist the Site Manager in the supervision of all aspects of the Contracting Documents, and shall act as the Site Manager in the absence of the Site Manager or Assistant Site Manager. The Assistant Site Manager may act in the capacity of Shift Supervisor during his/her scheduled hours.

C. Technicians and Other Employees: In addition to the Site Manager, Contractor shall select, hire and train such full-time and part-time maintenance technicians, operational support laborers and other support personnel as are necessary to meet the staffing and manning schedules for the operation of the Baggage Handling System as are developed by Contractor and approved by Airport Director. Contractor shall develop staffing levels and personnel schedules reflecting the demand created at the Baggage Handling System by airline schedules and passenger loads, including season and weather-related fluctuations to the same. The initial staffing and manning schedule for the Baggage Handling System at the commencement date of the Contracting Documents are delineated on Exhibit D. Personnel shall be paid an hourly direct wage not less than the minimum hourly wage as required by Federal or State law.

D. Existing Employees: For the sake of continuity, the Contractor shall endeavor to employ the individuals who, before the commencement date of the Contracting Documents, are tasked with the maintenance and operation of the Baggage Handling System. "Endeavor to employ" shall mean the Contractor shall interview existing employees in accordance with Contractor's standard employment practices. Contractor is not obligated to hire any existing employee who does not satisfactorily complete any pre-employment interviews, tests, reference checks or background checks otherwise performed as part of Contractor's normal pre-employment process.

E. Personnel Qualifications: Unless otherwise agreed to by the Airport Director, Contractor shall hire personnel in accordance with the job descriptions and employee qualifications as outlined in Contractor's proposal for the operation and maintenance of the Baggage Handling System.

F. Corporate Resources: Contractor shall provide, as part of its obligations hereunder and without additional compensation, the resources of its corporate staff to support the maintenance and operation of the Baggage Handling System, including but not limited to resources to support the actual equipment and extraordinary operations problems.

G. Addition and Deletion of Personnel: The Airport Director shall have the right, from time to time, and at any time, upon ten (10) days written notice to Contractor, to require Contractor to add or delete personnel, whether permanent or part-time employees, from the initial approved schedule of staffing at the Baggage Handling System, as shown on Exhibit F, and Contractor shall comply with the Airport Director's instructions forthwith. Contractor may recommend additions or deletions of personnel, but all of said additions shall be subject to the Airport Director's approval.

H. Oversight and Control of Personnel

1. Contractor shall screen, select and train personnel that have the requisite skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned.

2. All personnel shall be uniformed.

3. Contractor's employees at the Airport shall be courteous and clean and neat in appearance at all times.

4. Contractor's employees shall not use improper language or act in a loud, boisterous or otherwise improper manner.

5. Contractor's employees shall comply with City's smoking policy or regulation, as it now exists, and as it may be hereafter amended.

6. Contractor's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.

7. Contractor's employees shall not permit friends, family or others to come into the work areas.

8. Contractor's employees shall not bring any weapon upon the Airport premises nor possess a weapon while on the Airport premises.

9. Contractor shall promptly reassign to positions not at the Airport any employees not meeting the standards imposed by Contractor, the Contracting Documents or the requirements of the City for personnel working at the Airport.

10. Contractor shall promptly report to the Airport Director any theft or suspected theft from the facility, any improper use of the baggage system or discharge of employee due to actual or suspected dishonesty or misuse.

11. Contractor shall immediately remove from service at the Airport any employee the Airport Director requests for any reason whatsoever.

4.11 Contractor's Prohibitions

A. Contractor shall not permit its maintenance and operation functions with the Baggage Handling System to constitute a nuisance and shall not conduct its business in a loud, boisterous or otherwise improper manner so as to annoy, disturb or offend customers, patrons, concessionaires or tenants of City.

B. Contractor shall not alter, modify, improve or change the Baggage Handling System without the prior written approval of the Airport Director.

C. Contractor shall not post, install or erect any sign, placard or poster at the Baggage Handling System or anywhere at the Airport without the prior written permission of the Airport Director. Such signs as may from time to time be permitted by the Airport Director shall be made, posted, maintained and removed in accordance with his or her approval and directions. The Airport Director shall have the right to remove unauthorized signs at Contractor's sole cost and expense.

D. Contractor shall not do anything in or upon the premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or which violates or causes violation of any applicable health, fire, environmental or other regulation, or law, regulation or policy of any federal, state or local government agency.

4.12 Reports

The Contractor shall prepare various reports on the status of the system and submit the same to the Airport Director. Reports shall include fault reports indicating the date, time, type and cause of fault conditions, daily and weekly baggage processing reports, preventative maintenance reports detailing scheduled and non-scheduled work performed, and system performance reports to provide performance statistics with respect to all performance criteria specified herein.

Section 5. Passenger Loading Bridges.

The passenger loading bridges are comprised of ten (10) John Bean Technologies (JBT) Corporation passenger loading bridges, including pre-conditioned air units, ground power units and baggage valets located on each bridge.

The contractor shall furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to perform quarterly passenger loading bridge maintenance services at gates 1-10 at Pensacola International Airport, excluding the pre-conditioned air units, but including the ground power units, and baggage valets located on each bridge.

Section 6. Maintenance of Passenger Loading Bridges.

The Contractor shall furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to perform quarterly passenger loading bridge maintenance services for the John Bean Technologies (JBT) Corporation passenger loading bridges at gates 1-10 at the Pensacola International Airport, excluding the pre-conditioned air units, but including the ground power units, and baggage valets located on each bridge using as a minimum the maintenance schedule attached as Exhibit G.

The Contractor shall not remove any device from operation without approval of the Airport Director unless the device's continued use could, in the opinion of the Contractor, be a safety or security hazard. Upon removal of a device from service the Contractor shall immediately notify the Airport Director of such action.

Passenger loading bridge maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the passenger loading bridge is minimized. To minimize operational impact to the user airlines and TSA, the Contractor shall carry out the maintenance and/or repairs of the equipment at night and during off-peak periods.

The Contractor shall check each device to ensure that any safety directive issued by the manufacturer subsequent to the manufacture and installation of the equipment have been adequately addressed and shall inform the Airport Director of deficient items.

6.01 Quarterly Bridge Maintenance

Each quarter, the Contractor shall inspect, repair, and lubricate the affected passenger loading bridges in accordance with the Exhibit G. Daily visual inspection and operational performance of the passenger loading bridges at designated gates are not the responsibility of the Contractor. During the semi-annual inspections, Contractor shall pressure wash all bridge exteriors. During the annual inspections, the Contractor shall treat and/or touch up exterior chips, cracks, and rust as needed.

6.02 Load Bank Test

On a semi-annual basis, the contractor shall perform a full load bank test on each ground power unit to ensure proper operation and voltage output. Said test shall stimulate actual operations procedures in accordance with the Exhibit G.

Section 7. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contracting Documents. The Contractor warrants that all equipment, materials and workmanship furnished whether furnished by Contractor or its sub-suppliers, will comply with the Contracting Documents and any City specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure. The Airport Director, or his duly authorized representative, shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of this

Contract. The Contractor is responsible for and shall indemnify City against all damage or loss caused by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 8. Term.

8.01 Term

Subject to earlier termination as may be provided here, the term of the Contracting Documents shall commence on January 14, 2017 and shall continue for a period of thirty-six consecutive months terminating at midnight on January 13, 2020.

8.02 City's Option to Extend

City reserves the right to renew the Contracting Documents, at the sole discretion of the City and under terms and conditions to be determined by the City, for two (2) additional one (1) year terms. If the City chooses to exercise its right to renew the Contracting Documents, the Contractor shall be notified of the terms and conditions to which the City shall exercise this right one hundred fifty (150) days before the expiration of the Contracting Documents. The Contractor shall have the choice as to whether to accept the City's proposal or allow the Contracting Documents to expire and shall so notify the City within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Contractor to accept such proposal from the City.

8.03 Continuation after Term

Should Contractor continue to maintain and operate the Baggage Handling System, upon the expiration of the term, or any extension thereof, without notice of cessation or termination by City, said continuation shall be deemed a month-to-month renewal of the Contracting Documents terminable by City, without cause, upon thirty (30) days written notice to Contractor.

8.04 Transition

Upon expiration or earlier termination of the Contracting Documents, Contractor agrees to cooperate fully with the City and with any successor Contractor chosen by City to ensure a smooth transition from Contractor to such successor.

Section 9. Payment.

The Contractor agrees to perform all work and services in the Contracting Documents and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the amounts to be paid by the City in accordance with the Contracting Documents, specifically including Exhibit B and this Section 9, upon the complete performance by Contractor, or based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contracting Documents, and such payment in accordance with the Florida Prompt Payment Act. The Contractor agrees to pay to the City any

difference between the sum to which the Contractor would be entitled herein upon the completion of the work and services in the Contracting Documents, and the sum to which the City may be obliged to pay for the completion of performance by the Contractor or other party, and any damage, direct or indirect, or consequential, which may be sustained on account of Contractor's acts or omissions in the performance of this Contract.

9.01 Reimbursements

As approved in advance and in writing by the Airport Director, Contractor shall be reimbursed for any of the following costs it incurs in managing and operating the Baggage Handling System:

A. Direct salaries and wages, including overtime, of personnel while directly employed on-site in the maintenance and operation of the Baggage Handling System under the Contracting Documents. Any overtime reimbursement requested from City shall be within the overtime allowance established in Contractor's approved Budget and, upon request of Airport Director, may be required to be accompanied by an explanation of the need for such overtime.

B. The fringe benefit costs on direct salary and wage costs, allowable under Paragraph A above, including the cost of unemployment, excise and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, retirement benefit payments, hospitalization benefits and vacation and holiday pay, if any.

C. Other allowable direct non-salary costs incurred by Contractor for the maintenance and operation of the Baggage Handling System, which shall include the following:

1. costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, and furnishings;

2. the cost of all other on-site direct management and operating expenses, including, but not limited to, signage, forms, uniforms, contract services, rental of equipment, general supplies, utilities expense, if any, and such other reasonable and necessary direct non-salary costs approved in Contractor's annual Budget;

3. Contractor's approved Amortization Payment, if any, allowable pursuant to Section 11.

D. No expenses other than those specified herein as Reimbursements shall be reimbursed to Contractor. Contractor's costs for overhead, corporate and regional office expenses and all indirect, non-site specific costs are covered within "Contractor's Compensation" provided for in Section 9, including but not limited to the following: salaries and related costs and expenses of nonresident or indirect legal, accounting, audit, administrative, operations, bookkeeping and executive personnel of the Contractor who provide indirect services to the Contractor's operations at the facilities; business licenses and permits; franchise fees; assessments; bookkeeping fees; administrative fees; accounting fees, except for sales taxes and permit fees incurred on items and services purchased for the Baggage Handling System; federal, state, and local income and personal property taxes incurred by the Contractor or any individual of the Contractor's operations; accounting and audit department costs; information system costs; travel expenses of home office or regional Contractors; general office expenses; entertainment, accommodations, or equipment; contract negotiation expense; performance bonds or bid bonds;

costs of settlements of legal disputes involving human rights violations, legal claims and suits, including, without limitation, sexual harassment claims or environmental claims; claim management fees; leasing, maintenance or utility costs of other Contractor facilities; the cost of any legal penalties, fines or tickets incurred by the Contractor or the Contractor's employees, agents or invitees; and all costs of working capital including those related to site operations. Reimbursement will not be made for any expense not included in Contractor's approved annual Budget for said Baggage Handling System, as further described in Section 9.

9.02 Contractor's Compensation

In addition to the Reimbursement allowable to Contractor pursuant to the terms of Section 9 above, City shall pay the Contractor for Contractor's performance hereunder, an overhead multiplier percentage of 3.00 (three) % on the direct wages and salaries included in the monthly request for reimbursement, and a profit multiplier percentage of 2.25 (two and one-quarter) % on the direct wages, salaries and overhead included in the monthly request for reimbursement.

9.03 Request for Reimbursement and Compensation

Not later than fifteen (15) business days after the close of each month under the Contracting Documents, Contractor shall prepare and file with the Airport Director a written request for Reimbursement and Contractor's Compensation in the format described in Exhibit H to the Contracting Documents ("Request for Reimbursement and Contractor's Compensation"). The request shall be certified by the Site Manager and Contractor's finance department representative responsible for preparation of said request. The request shall be accompanied by a copy of Contractor's payroll for all employees who worked at the Airport for the month certified by the Contractor's officer or Contractor responsible for the preparation of Contractor's payroll for said month, together with receipts for other Reimbursements shown for the month. The Airport Director shall review and either approve or disapprove, in whole or in part, the amount of each Request for Reimbursement and Contractor's Compensation.

Any disputed invoices or charges shall be deducted from the Contractor's invoice. The City shall provide Contractor, in writing at the time of payment of monthly invoices, reasons for deductions. Contractor, within thirty (30) days, has the right to present a written explanation of disputed invoices or charges to the City. The City shall determine validity of the disputed invoices or charges based on additional documentation supplied by Contractor. If approved after additional documentation is considered, the amount shall be added to the next invoice paid by the City. The City's decision in any matter pertaining to disputed invoices or charges is final.

Cumulative monthly reimbursements for expenses for any budget line item shall not exceed the annual Budget for each category unless approved in advance in writing by the Airport Director.

9.04 Payment of Contractor's Reimbursement and Compensation

The City issues checks for payment of invoices on the 10th of each month. The signed copy of a correct invoice must have been received by the Office of the Airport Director prior to the 25th of the previous month for consideration for payment on the 10th of the month. Items received on or after the 25th will be processed in the following payment cycle.

9.05 Contractor's Annual Budget

Prior to the Commencement Date of the Contracting Documents, and thereafter one-hundred fifty (150) days prior to each anniversary of the Contracting Documents, Contractor shall prepare and submit to the Airport Director for his or her written approval a monthly budget for all expenses to be incurred during the year. The budget shall be in the format described in Exhibit F attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Reimbursements. The form and content of said supporting data will be agreed to by the Airport Director and Contractor as part of the initial budget approval process under the Contracting Documents. The Airport Director shall notify the Contractor of any changes to the budget or budget approval on or before the anniversary date of the Contracting Documents. Once approved by the Airport Director, all operating expenses included in the annual budget shall be considered authorized and reimbursable and said approved Budget shall be the control limit on reimbursements to Contractor. Once the annual budget is approved, the Contractor shall not make any changes to items within the budget, including salary and wage levels, without obtaining prior approval of the Airport Director. Written authorization from the Airport Director shall be considered appropriate authorization. Any expense incurred by the Contractor that is greater than one hundred dollars (\$100) above the pre-approved budget in any single month period may be disallowed for reimbursement by the City.

9.06 Extra Services

Should the Airport Director request additional work outside the scope of the Contracting Documents or request emergency response, the work will be invoiced separately. Labor for such work will be paid at the rates as contained on the proposal sheet for the trades listed. All travel and lodging expenses for said additional work will also be paid by the City. Should the Contractor be required to obtain the use of heavy equipment such as forklifts and cranes in order to perform any element of work, the use of the equipment would be considered as an additional cost and the actual cost for the use of the equipment would be paid by the City. All such additional work will require copies of receipts and time sheets.

Should any additional services be necessary in order to correct faulty work performed by the Contractor's personnel, all costs relating to said extra services shall be the responsibility of the Contractor. In the event the Contractor uses parts and materials from the City's inventory in order to correct faulty work performed by the Contractor's personnel, the Contractor shall provide the City with replacements for said parts and materials within thirty working days.

All trouble calls that are handled over the telephone shall not be invoiced to City.

Section 10. Maintenance and Repairs and Improvements.

10.01 City Maintenance and Repairs

A. Except as provided in Section 10, City shall be responsible for all structural and ordinary maintenance and repairs to the roof, floor, exterior walls and windows, lighting, electrical systems and service lines serving the Baggage Handling System and assigned areas, and hvac systems serving the Baggage Handling System and assigned areas.

B. The cost of any repair, replacement or maintenance incurred by City, other than ordinary wear and tear, as a result of Contractor's negligence or intentional misconduct, that of its subcontractors, or those others over which Contractor has control or right of control, shall be reimbursed to City by Contractor and said cost shall not be allowable as a Reimbursement.

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

D. The City shall provide at its expense custodial services to the non-leased/non-assigned public areas of the terminal building and shall provide pest control services for all areas of the terminal building including that assigned to and used by the Contractor.

10.02 Contractor's Maintenance and Repairs

A. Contractor shall be required to keep all of the assigned to it in a neat, clean, safe, sanitary and orderly condition at all times. Contractor will keep such areas free at all times of all paper, rubbish and debris, and Contractor will deposit all trash and debris resulting from its operations in containers approved by the Airport Director.

B. Contractor agrees to provide, at its own expense, such janitorial and cleaning services and supplies for the maintenance of its assigned areas. Contractor shall also keep and maintain the assigned areas in a clean, neat, and sanitary condition and attractive appearance

C. Contractor shall perform ordinary preventive maintenance and ordinary upkeep and non-structural repairs of all assigned areas including but not limited to fixtures, doors (except for locks and keys), floor coverings, and walls (painting and wall coverings) with said maintenance costs to be reimbursable. Contractor shall be required to keep all such areas in good operating condition at all times.

D. Contractor shall have the duty to promptly notify the Airport Director or his or her authorized designee of any conditions or events that would necessitate City performing any of its maintenance, repair or replacement obligations under the above provisions of Section 10.

10.03 City's Right to Inspect Maintenance

Should Contractor fail to perform its maintenance obligations in conformance with the terms and conditions of this article within a period of seven (7) days following written notice of such failure, the Airport Director reserves the right to take any action to cure said failure on behalf of the Contractor and Contractor agrees to promptly reimburse the City for administrative costs equal to ten percent (10%) of total cost.

10.04 Use of Subcontractors

The Contractor shall not subcontract for performance any of the terms or conditions of the Contracting Documents without prior written consent of the City. Notwithstanding anything herein to the contrary, should the Contractor employ a subcontractor for any performance under the Contracting Documents, the Contractor shall expressly remain obligated and responsible

for all such performance and that the performance be in exact accordance with the terms and provisions herein. In the event that Contractor employs subcontractors to perform any maintenance or repair obligation of Contractor, Contractor shall provide City with the identification of said subcontractor, an indemnity to City covering said subcontracted work from said subcontractor, and certificates of insurance, in form and substance acceptable to City, evidencing liability, workers compensation and other applicable insurance required under Contractor's approved procurement process and naming the City as additional insureds; provided that such indemnity and insurance shall be in addition to that provided by Contractor, and shall not relieve Contractor of its insurance and indemnity obligations otherwise provided herein to City.

Section 11. Authorization of and Reimbursement for Equipment and Improvements

11.01 Approvals for Baggage Handling Equipment, Operating Equipment and Improvements

As of the execution date of the Contracting Documents, there is no Contractor-owned Baggage Handling Equipment or Operating Equipment or Contractor-constructed improvements at or within the facilities.

A. Process and Procedures: Before Contractor may acquire any Baggage Handling Equipment or Operating Equipment for, or make any improvements to the Baggage Handling System, Contractor must request approval from the Airport Director to acquire the equipment or make the improvements and provide the Airport Director with the justification and the cost therefor, the procurement specifications to be used to obtain the equipment or make the improvements, the allowable costs of financing therefor, if any, and the estimated useful life of the equipment or improvement. Upon written approval by the Airport Director, Contractor shall proceed to acquire the equipment or make the improvement in accordance with the approvals, in accordance with the procurement process approved by the Airport Director. Upon completion of the purchase or improvement, the equipment or improvement, its cost and useful life, and its Amortization Payment shall be incorporated into revised Exhibit C. In addition, the Airport Director shall also have the right to require Contractor to procure additional Baggage Handling Equipment or Operating Equipment or make improvements to the Baggage Handling System that she or he deems necessary under the procedures as outlined aforesaid. Upon acquisition of the equipment or completion of the improvement, Contractor shall provide the Airport Director with evidence of payment to its contractors, subcontractors and suppliers, and with verification of final costs in form and substance acceptable to the Airport Director.

11.02 Purchase of Equipment and Payment for Improvements

If, upon the expiration or termination of the Contracting Documents, Contractor and City do not enter into an agreement providing for the continued maintenance and operation of the Baggage Handling System by Contractor, City shall pay Contractor for the unamortized cost of any Baggage Handling Equipment and Operating Equipment purchased for the operation of the Baggage Handling System and the unamortized cost of any improvement constructed for the Baggage Handling System approved by Airport Director and remaining un-reimbursed. Upon payment by City, Contractor shall provide City with all warranties and maintenance manuals.

11.03 Other Provisions Governing Equipment Acquisition and Improvements

The Contractor shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 11 above.

A. General: Contractor will not acquire any Baggage Handling Equipment or Operating Equipment nor make any alterations or improvements to the Baggage Handling System until after first obtaining the written consent of the Airport Director in accordance with Section 11. All installations of equipment and alterations and improvements to the Baggage Handling System made by the Contractor shall be made in a workmanlike manner without damage to the Baggage Handling System, except such damage that is promptly repaired or corrected by the Contractor. No installation, improvement or alteration shall be made unless the Airport Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Contractor shall have obtained all applicable building permits.

B. Construction Bonds and Insurance

1. Bonds: Prior to the Airport Director granting authority to Contractor to proceed with the installation of any equipment or the construction of improvements or alterations, Contractor may be required to provide construction completion and labor and material payment guarantees, in a sum equal to the full cost of the installation or construction. Such guarantees shall be substantially in the form required for City procurements and improvements.

2. Insurance: Prior to the Airport Director granting authority to proceed with the installation of any equipment or the construction of any improvement or alteration, Contractor or its contractor shall take out and maintain during the construction period additional insurance as may be required by the City.

C. All Equipment and Improvements to Conform with Statutes: All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefore, constructed or installed by Contractor, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the City or the Airport Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Contractor. Contractor shall reimburse the City for all costs and expenses the City incurs:

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

D. Disapprovals: In the event of disapproval by the Airport Director of any portion of any plans or specifications, Contractor shall promptly submit necessary modifications and revisions thereof for approval by the Airport Director. The Airport Director shall act promptly upon such plans

and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Airport Director, and no alterations or improvements shall be made to or upon the Baggage Handling System without the prior written approval of the Airport Director. The City, through the Airport Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

E. Provision of As-Built Drawings: Upon completion of any installation, improvement or alteration, Contractor shall provide City two (2) completed sets of as-built drawings in reproducible form as specified by City, if such as-built drawings were required in City's approval to Contractor under Paragraph A above. Contractor agrees that, upon the request of City, Contractor will inspect the installation or improvement jointly with City to verify the as-built drawings.

F. Title to All Equipment: Except as may be otherwise specified in writing in the Airport Director's approval to Contractor pursuant to Paragraph A above, title to all equipment acquired and improvements made to the Baggage Handling System shall immediately pass and vest in City upon installation or completion. Title to trade fixtures provided by Contractor, which are not included as Baggage Handling Equipment or Operating Equipment and for which the purchase price has not been charged to City, hereunder shall remain in Contractor.

G. Right to Other Property: Except as may otherwise be provided for herein, Contractor shall have the right upon the termination of the Contracting Documents to remove any of its trade fixtures, expendables, and personal property, if any, from the facility that have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by City as a Reimbursement or otherwise under Section 11; provided, however, that Contractor is not then in default hereunder, and provided further that Contractor, at its sole cost and expense, shall repair or shall reimburse the City for the cost of repairing any damage that may be caused by such removal. Upon failure of Contractor to remove such property within twenty-four (24) hours after the date of termination of the Contracting Documents, the Airport Director shall have the right to remove such property, notwithstanding any security interest in same, and to store it, and Contractor shall pay to the City the cost of such removal and storage or at the option of the City's representative, any such property remaining after the termination of the Contracting Documents shall immediately be and become the property of the City.

H. Removal of Items:

1. Should Contractor construct improvements, alterations, or additions or install equipment without fulfilling its obligations hereunder, Contractor shall remove said items if so directed by the Airport Director, and shall do so at its own expense and within the time limits specified.

2. Except as may be provided for herein, Contractor shall not remove or demolish, in whole or in part, any improvements or equipment upon the premises without the prior written consent of

the Airport Director.

Section 12. Reserved.

Section 13. Insurance and Indemnification.

13.01 General

Before starting and until termination of work for, or on behalf, of the City, the Contractor shall procure and maintain insurance of the types and to the limits specified.

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

The Contractor and the City understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Contracting Documents. The Manager agrees that it will increase or change such coverage as required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

13.02 Insurance Requirements

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

A. Worker's Compensation

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person- disease, \$500,000 aggregate- disease.

B. Commercial General, Automobile, and Umbrella Liability Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$3,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

1. Commercial General Liability coverage must be provided, including bodily injury and

property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on an occurrence-type basis.

2. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000 combined single limits must be provided.

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

13.03 Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, Jackets and other items forming a part of, or relating to such policies. The Contractor may black-out any proprietary or salary information included in any policy required under this agreement that is requested by the City. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contracting Documents until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

13.04 Insurance of the Contractor Primary

The Contractor's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the agreement.

13.05 Loss Control and Safety

The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be

deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

13.06 Hold Harmless

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

13.07 Pay On Behalf of the City

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

The Contractor's obligation to defend and indemnify under any provision of the Contracting Documents is contingent upon notice by the City to Contractor of both any claim triggering such obligation and upon Contractor being given the right at its expense to settle, defend, or otherwise control the defense of any such suit or claim.

13.08 Limitation of Liability

Contractor will be liable to City for indirect, incidental, special or consequential damages, including, but not limited to, lost profits, loss of customers or interruption of operation arising out of Contractor's performance of the Contracting Documents. Contractor's total liability for indirect, incidental, special or consequential damages arising out of the Contracting Documents shall be limited to \$1,000,000 for all damages.

In no event shall Contractor's total liability to City for property damage exceed \$10,000,000. There shall be no limit on Contractor's total liability to City for bodily injury or death.

Section 14. Performance Schedule.

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

Section 15. Performance Guarantee.

15.01 Amount of Performance Guarantee

Upon execution of the Contracting Documents, Contractor shall provide, file and maintain with City, during the term of the Contracting Documents, a Performance Guarantee satisfactory in form and content to the City. The Performance Guarantee shall be in the initial amount of one hundred thousand (\$100,000) dollars. This Performance Guarantee is required to guarantee the full and faithful performance of all the terms and conditions of the Contracting Documents by the Contractor, shall be subject to claim by the City in the event of default by the Contractor, and shall stand as security for payment by the Contractor of all valid claims by the City. Contractor must ensure that the Performance Guarantee is maintained at all times in the proper amount throughout the period of the Contracting Documents. The Performance Guarantee shall extend for a period of thirty (30) days after the expiration of the Contracting Documents to provide for conditions required during a transition period.

15.02 Form of Guarantee

The Performance Guarantee shall be a performance bond in the format attached as Exhibit J. The bond shall be issued by a company acceptable to the City and authorized to do business in the State of Florida, and payable to the City in case the Contracting Documents is cancelled for cause or upon default by Contractor, or upon other valid claim by the City. The bond shall also include language that will specifically give City the right to demand payment in the event the Contractor fails to comply with its obligations covered under the paragraph entitled "Transition" herein.

An annually renewable performance bond may be substituted by the Contractor each year in lieu of providing a single bond. Such performance bond shall not contain any exclusion or condition based on a time-period of less than one year after the expiration date of such performance bond for the discovery and making of a claim for any loss. Such extended claim discovery and reporting period shall be no less than one year after the expiration of such bond. Such bond shall not contain any wording which would allow for the cancellation or reduction in coverage under the bond, other than at the listed expiration date, provided that 30-days notice of such expiration is given to the City before termination of coverage at any such expiration date.

15.03 Certificate of Renewal

At least forty-five (45) days prior to the expiration date on which any such Performance Guarantee expires, Contractor shall provide and file with the Airport Director a renewal or replacement guarantee meeting the requirements of Section 15.

15.04 Maintenance of Guarantee

If Contractor fails to provide or maintain the Performance Guarantee in effect at any time during the period of the Contracting Documents, the Contractor shall be in default and the Contracting Documents may be immediately terminated by the City.

Section 16. Damage of Facilities/Curtailment of Operations.

16.01 Damage Due to Contractor's Negligence

Contractor shall be liable for any damage to its assigned area, the Baggage Handling System, and

the Airport and any improvements thereon caused by Contractor, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Contractor is liable shall be made by Contractor with due diligence and in a manner acceptable to the City unless the City determines that it is more appropriate for the City to make the repairs. In such a case, the City shall make the repairs at Contractor's expense. All repairs for which Contractor is liable and which are not undertaken after the City has given Contractor notice to so do shall be performed by the City, in which event Contractor shall reimburse the City for the cost thereof, plus a ten percent (10%) administrative charge.

16.02 City's Right to Suspend or Reduce Operations

In the event of any damage, by fire or other casualty to the Airport or any major Airport facility, or in the event of any substantial curtailment of air traffic into or out of the Airport or substantial reduction in movement of passengers through the Airport, for any reason whatsoever, the Airport Director shall have the right to order a curtailment or suspension of operations by Contractor and Contractor shall immediately reduce staffing levels and otherwise reduce or suspend operations according to the instructions of the Airport Director for the period of such curtailment of operations.

Section 17. Assignment.

17.01 Assignment

Contractor shall not assign its interest herein without the prior written consent of the City. The City's consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, should the Contractor assign with prior written City consent, the Contractor shall expressly remain obligated and responsible for all such performance and that the performance be in exact accordance with the terms and provisions herein. Any assignment without prior written consent is null and void. All subsequent assignors and assignees shall be subject to this Article as if they were the original Contractor.

Section 18. Rights and Obligations of the City.

18.01 Specific Rights

The City retains for itself any and all rights and powers not especially granted to Contractor; however, without limiting the generality of the foregoing, the City shall have the following specific rights:

A. Right of Entry and Inspection: The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the assigned facilities at all times:

To inspect the Baggage Handling System and assigned areas to determine whether Contractor has complied with and is complying with the terms and conditions of the Contracting Documents.

To perform maintenance and make repairs in any case where Contractor is obligated but has failed to do so.

To perform any and all things which the Contractor is obligated to and has failed after reasonable notice so to do.

In the exercise of City's police powers.

B. Right to Install Items: The City shall have the right to construct or install over, in, under or through the facilities new lines, pipes, mains, wires, conduits and equipment as the City may deem necessary

Section 19. Default, Termination, Cancellation.

Except as otherwise specifically provided for in the Contracting Documents, the following provisions shall control the termination of the Contracting Documents by the City:

19.01 General Termination by City

Notwithstanding any other provision of the Contracting Documents, the City shall have the absolute right to terminate the Contracting Documents upon ninety (90) days written notice to the Contractor for any reason whatsoever at the sole discretion of the City. All services being performed by Contractor shall cease upon the date such notice becomes effective. The City shall pay Contractor for all reimbursable expenses otherwise allowed under the Contracting Documents for service rendered to the date of termination.

19.02 Default Conditions

The following shall constitute defaults by Contractor:

A. Any failure by Contractor to perform any covenant or obligation required by the Contracting Documents or the proposal documents, and the failure to cure the default within a period of thirty (30) days following written notice of the default.

B. Contractor undertakes any other commercial or non-commercial service or activity not specifically permitted under the Contracting Documents.

C. If during the term of the Contracting Documents Contractor shall:

1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its interests;

2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;

3. Make a general assignment for the benefit of creditors;

4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of

the Contracting Documents an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Contractor bankrupt or insolvent, or approving a petition seeking a reorganization of Contractor, and such order, judgment, or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

D. Contractor shall discontinue its maintenance and operation of the Baggage Handling System at the Airport for any period of time.

E. The management, ownership, or operation of the Contractor should change to such an extent that it would not satisfactorily perform.

F. Contractor shall fail to maintain in effect the Performance Guarantee required in the amount specified herein.

G. Contractor shall fail to maintain the insurance required herein.

H. The failure of Contractor to comply with one or more obligations under the Contracting Documents when required on three (3) separate occasions during any twelve (12) month consecutive period.

19.03 City's Rights Upon Default

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

A. The City may sue for specific performance.

B. The City may sue for all damages incurred by the City, including incidental damages, consequential damages and attorney's fees.

C. The City may utilize a portion of or all of the Performance Guarantee provided by Contractor to remedy the default and to reimburse the City for any damages, including attorney's fees and other expenses of collection that it may sustain. In such event, Contractor shall immediately furnish another Performance Guarantee that satisfies the requirements of the Contracting Documents.

D. The City may terminate the Contracting Documents. The termination however shall only be effective upon written notice of same provided by the City to Contractor. In no event shall the Contracting Documents be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If the Contracting Document is terminated, Contractor shall continue to be liable for the performance of all terms and conditions, specifically including those contained in Article VIII, Insurance and Indemnification, above, and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by the City as a result of any default.

E. The City may utilize any other remedy provided by law or equity as a result of Contractor default(s).

19.04 Non-Default Termination Events

The occurrence of any of the following shall constitute a termination hereunder and entitle the Contractor to terminate the Contracting Documents by giving ninety (90) days written notice:

A. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Contractor from operating therefrom for a period in excess of ninety (90) days.

B. The permanent abandonment of the Airport as an airport or airfield.

C. The suspension of scheduled airline operations at the Airport for a period of greater than ninety (90) days. The City shall not be responsible to the Contractor for any expenses, liabilities or claims whatsoever that may result from termination by the Contractor or the City pursuant to these items.

19.05 Contractor's Rights Upon City Default

Contractor's sole remedy for any City default under the Contracting Documents shall be an action in contract for damages or an action seeking specific performance by City.

19.06 No Waiver by City

A failure by City to take any action with respect to any default or violation by Contractor of any of the terms, covenants, or conditions of the Contracting Documents shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of the Contracting Documents shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to the Contracting Documents to terminate the Contracting Documents for subsequent violation or default, or for continuation or repetition of the original violation or default.

19.07 Surrender Upon Termination

Upon the expiration or sooner termination of the Contracting Documents, for any reason whatsoever, Contractor shall peaceably surrender to the City possession of the Baggage Handling System and assigned areas, together with any improvements, alterations, or fixtures previously constructed by Contractor or City, free and clear of any claims or interests of Contractor or of any mortgages or any other third party whose position was derived from or through Contractor. If any of said Contractor constructed improvements, alterations or fixtures are encumbered by

a mortgage or lien at the time of expiration or sooner termination of the Contracting Documents, Contractor shall be responsible for eliminating said mortgage or lien and shall hold the City harmless therefrom.

19.08 Removal of Contractor's Property Upon Termination

The personal property of Contractor placed or installed at or on the Airport by Contractor, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Contractor and must be removed on or before the expiration of the term or the expiration of any extension or renewal of the Contracting Documents at Contractor's sole risk and expense. Any damage to the Baggage Handling System, assigned areas, the Airport or any portion thereof resulting from such removal shall be paid for by Contractor. In the event of termination of the Contracting Documents, Contractor shall have thirty (30) days after such termination during which to remove such property. However, City shall have the right to assert such lien or liens against said property as City may by law be permitted.

If Contractor's property is not removed as herein provided, City may, at its option, after written notice to Contractor and at Contractor's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) days take ownership of such property without payment by the City to Contractor of any compensation whatsoever, and said property shall thereafter be owned by City free and clear of any claim or interest by Contractor.

19.09 Transition

The Contractor shall cooperate with the City in achieving an effective and efficient transition of the maintenance and operation of the Baggage Handling System at the termination of the Contracting Documents. Failure to comply with this paragraph is considered damaging to the City and shall cause the City to demand payment of the Performance Guarantee. Language shall be specifically included in the Performance Guarantee to provide for this condition of the Contracting Documents.

Section 20. Requirements under Federal and State Grants and City Bond Provisions.

20.01 Federal and State Grants and Public Use

The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958 and grant agreements between the City and the federal government and between the City and the State government, containing assurances guaranteeing the public use of the Airport, so that nothing contained in the Contracting Documents shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

The City reserves the right to further develop or improve, as it sees fit, the Baggage Handling System, the terminal area, the Airport, and its landing area and taxiways regardless of the desires or views of Contractor and without interference or hindrance therefrom.

The Contracting Documents shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, including instrumentalities thereof,

and between the City and the State of Florida, relative to the operation or maintenance for the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds in developing the Airport.

The Contracting Documents shall be subordinate to existing and future Airport bond resolutions.

20.02 Reservation of Air Navigation Rights

City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including but not limited to Contractor's assigned areas, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

Section 21. Rules and Regulations.

It is expressly understood that the Contractor agrees to conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed and that the City of Pensacola is to be held free and harmless from any act or failures by the Contractor to do so.

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

The Contractor agrees to observe all security requirements of TSA Regulations 49 CFR Part 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the Airport Director to ensure that employees, invitees, agents and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or municipal authorities as a result of the acts or omissions of Contractor, its employees, invitees, agents and guests, then Contractor shall be responsible to pay or reimburse the City for all such costs and expenses.

Section 22. Necessary Approvals.

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

Section 23. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contracting Documents shall be binding unless in writing and signed by the Mayor.

Section 24. Governing Law.

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

Section 25. Venue.

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

Section 26. No Discrimination.

To the extent that the following provisions are applicable to assigned areas and to the operations and activities at the Airport and the inclusion of such provisions is required by law, grant agreement or contract, Contractor agrees to observe and comply with said provisions:

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

B. Contractor shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof and it shall charge fair, reasonable, and non-discriminatory prices for each unit or service, **PROVIDED THAT** Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

C. Contractor shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin, or disability.

D. Non-compliance with subparagraphs A, B, and C, above, after written finding, shall constitute a material breach thereof and in the event of such non-compliance the City shall have the right to terminate the Contracting Documents and the estate hereby created without liability therefore or at the election of the City or the United States either or both said Governments shall have the right to judicially enforce said subparagraphs A, B, and C.

E. Contractor assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities

covered in 14 C.F.R. Part 152, Subpart E. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Contractor assures that it will require that its covered suborganizations provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Section 27. Notices.

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Blvd . Suite 225
Pensacola, Florida 32504

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Contractor shall be mailed to:

Elite Line Services, Inc.
1505 Luna Road
Suite 100
Carrollton, TX 75006

The parties from time to time may designate in writing changes in the address stated.

Section 28. No Other Agreements.

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

Section 29. Attorney's Fees.

The prevailing Party in any action, claim or proceeding arising out of this Contract shall be entitled to attorney's fees and costs from the losing Party.

Section 30. Airport Security ID Badges.

In performing all Contract work within the Security Identification Display Area (SIDA) of the Airport Contractor shall obtain all appropriate airport security ID badges to be issued by

Pensacola International Airport Access Control Office or be under the escort of appropriately badged individuals. The Contractor agrees to observe all security requirements of Transportation Security Administration (TSA) 49 CFR 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements. Contractor shall ensure all personnel working under the provisions of this Contract must qualify for, wear and exhibit a security identification badge issued by the Airport. Contractor shall ensure individuals requiring badges submit fingerprints for verification of past criminal history. All security badges shall remain the property of the Airport and shall be surrendered by Contractor to City upon termination of employment or upon the termination of this Contract.

Contractor acknowledges and agrees that badge issuance is subject to successful completion of fingerprint-based criminal history background check, TSA security threat assessment, and completion of security training. The Contractor is responsible for completing and submitting all necessary documentation required for badge issuance. Contractor acknowledges and agrees this process may take six (6) weeks to complete. Contractor acknowledges and agrees the current fee to be paid by Contractor to the City to obtain a background check and ID badge is \$45.00 and that the replacement fee for lost badges is \$110.00. Further, Contractor acknowledges and agrees that these rates are subject to change by the Airport. The Contractor shall be responsible for the return of all ID badges at the end of this Contract, and agrees to return any and all ID badges if directed to do so by the Airport Director.

Section 31. Headings.

The headings contained in the Contracting Documents are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of the Contracting Documents and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

Section 32. Public Records Act.

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

Section 33. Time Is Of The Essence.

Time is of the essence in this Agreement.

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Elite Line Services, Inc.
(Contractor's Name)

Mayor, Ashton J. Hayward, III

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved As To Substance:

Attest _____
Corporate Secretary

Department Director/Division Head

Legal in form and valid as drawn:

(CORPORATE SEAL)

City Attorney

Attachment "A"

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

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A

RFP DOCUMENTS ON FILE IN AIRPORT ADMINISTRATION

EXHIBIT B

PROPOSAL ON FILE WITH CITY OF PENSACOLA PURCHASING OFFICE

EXHIBIT C
Baggage Handling System

EXHIBIT D
Baggage Handling System Maintenance Schedule

Exhibit E
Spare Parts

Exhibit F
Manning Schedule

Exhibit G
Passenger Loading Bridge Maintenance Schedule

Exhibit H
Request for Monthly Reimbursement Format

Exhibit I
Annual Budget Format

Exhibit J
Performance Guarantee Format

TABULATION OF PROPOSALS

RFP NO.: 16-042

TITLE: BAGGAGE HANDLING SYSTEM AND PASSENGER LOADING BRIDGE OPERATION AND MAINTENANCE SERVICES
PENSACOLA INTERNATIONAL AIRPORT

OPENING DATE: November 3, 2016

OPENING TIME: 2:30 P.M.

DEPARTMENT: Airport

Elite Line Services, Inc.
Ian Charters, Chief Operating Officer
1505 Luna Road, Suite 100
Carrollton, TX 75006
(972) 389-6200
Fax: (972) 389-6250
info@elitelineservices.com

Oxford Electronics, Inc. dba
Oxford Airport Technical Services
Keith Dalia, Chief Operating Officer
474 Meacham Avenue
Elmont, NY 11003
(516) 326-6262
Fax: (516) 327-6051
engineering@oxfordats.com

Siemens Postal, Parcel & Airport
Logistics, LLC
Gert Seidel, CEO & Stefan Boehner, CFO
2700 Esters Boulevard, Suite 200B
DFW Airport, TX 75261
(972) 947-7498
gert.seidel@siemens.com

NOTATIONS:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00330

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor
City Council Member Jewel Cannada-Wynn

SUBJECT:

Acquisition of the Former American Creosote Works Property (ACW) at Tax Sale Auction

RECOMMENDATION:

That the City Council authorize the Mayor to enter into the County Tax Sale Auction, if necessary, for the potential acquisition of the former American Creosote Works property, reference number 00-0S-00-9080-001-164 located at 700 BLK South I Street.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

In 2001, EPA provided a reuse planning grant to the City of Pensacola to develop a plan identifying potential future site uses and strategy for returning the ACW Site to reuse. After an 18-month community-based planning process, the ACW Site Steering Committee adopted a reuse plan for the Site (2003 Reuse Plan).

A change in remedial action levels for dioxin contaminated soils prompted EPA to re-evaluate site constraints that may need to be considered in implementing the 2003 Reuse Plan. Therefore, the 2003 Reuse Plan was updated in 2010 by an EPA contractor, SKEO. The 2010 Reuse Assessment documents community site reuse goals, summarizes previous site and neighborhood reuse planning efforts, analyzes property ownership, remedial considerations and recommends potential modifications to the 2003 Reuse Plan that could allow for the implementation of the plan under a range of potential remedial action alternatives.

The site wide remedial design has begun and the Pensacola Yacht Club ditch was cleaned up in the Summer of 2016. With the commencement of site remedial design, EPA, the City of Pensacola and SKEO are currently conducting an update to the 2010 Reuse Assessment. The Update goal is to confirm the community desires and gain input regarding site reuse alternatives.

Coincidentally, on December 5, 2016 three of the primary parcels that make up the site went to Tax Auction. The property received a bid but the bidder defaulted once it was disclosed the site was an active Superfund Site and the Property Appraiser zoning was incorrectly listed as M-2 Industrial. In August, the property was

rezoned to Conservation.

Defaulted Tax Sale properties typically return to the monthly auction until there is either a successful bidder or no bidder. In the case of the latter, the properties then reside on the County surplus lands list for three years. If not purchased by that point, the properties escheat to the County.

To facilitate compliant and revitalizing redevelopment, it is incumbent on the City to acquire title to the property. However, when acquiring title to a Superfund site it is important to employ measures to avoid potential liability by qualifying for “bona fide prospective purchaser” (BFPP) liability protections. To qualify as a BFPP an entity must meet certain threshold criteria and satisfy certain continuing obligations found in Section 101 (40) of the Superfund law (CERCLA). The BFPP provision is designed to be self-implementing. This means that the purchasers are responsible for achieving and maintaining BFPP status. To do so, a purchaser must satisfy each of eight statutory requirements necessary to achieve BFPP status and continue to meet the applicable conditions. Those eight requirements are: 1) Obtain a Phase 1 Environmental Site Assessment, 2) Confirm all hazardous waste disposal occurred before the purchaser acquired the property, 3) Verify the purchaser has no affiliation with a liable or potentially liable party, 4) Comply with land use restrictions and not impede the effectiveness of the institutional controls, 5) Take reasonable steps to prevent the release of hazardous substances, 6) Provide full cooperation and access, 7) Comply with information requests and administrative subpoenas, and 8) Provide legally required notices.

The EPA and the City have held numerous teleconferences, meetings and community workshops on ownership and reuse planning of the American Creosote Works site. The City hosted the most recent community site reuse workshop on December 12, 2016.

PRIOR ACTION:

November 17, 2016 - City Council voted against a recommendation to authorize a bid of up to \$10,000 at the American Creosote Works Tax Sale, December 5, 2016, and conduct necessary due diligence to comply with the Bona Fide Prospective Purchaser (BFPP) criteria under CERCLA Section 101(40) to protect from Superfund Liability.

FUNDING:

Budget: \$0

Actual: \$0

FINANCIAL IMPACT:

Funds are available within the Local Option Sales Tax Fund to provide funding for the costs associated with qualifying for BFPP status as well as the purchase of the property.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator

ATTACHMENTS:

- 1) Property Appraiser Sheet
- 2) American Creosote Works Superfund Site Status Letter dated July 5, 2016
- 3) EPA Fact Sheet (EPA-330-F-11-003) CERCLA Liability and Local Government Acquisitions and Other Activities
- 4) Conceptual Reuse Plan for Reuse of the American Creosote Works Superfund Site October 2003
- 5) Reuse Assessment for the American Creosote Works Superfund Site June 2010

PRESENTATION: No

[ECPA Home](#)

Chris Jones Escambia County Property Appraiser

[Real Estate
Search](#)
[Tangible Property
Search](#)
[Sale
List](#)
[Amendment 1/Portability
Calculations](#)
[Back](#)
[←](#) Navigate Mode ☒ Account ☐ Reference [→](#)
[Printer Friendly Version](#)**General Information**

Reference: 000S009080001164
Account: 153629000
Owners: AMERICAN CREOSOTE WORKS FLORIDA INC
Mail: 615 BAYSHORE DR # 904
 PENSACOLA, FL 32507
Situs: 700 BLK S I ST 32502
Use Code: OPEN STORAGE [🔍](#)
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	\$11,295	\$20,460	\$31,755	\$27,392
2015	\$11,295	\$20,460	\$31,755	\$24,902
2014	\$11,295	\$15,345	\$26,640	\$22,639

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date Book Page Value Type **Official Records (New Window)**
 05/1981 1570 312 \$100 WD [View Instr](#)
 Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2016 Certified Roll Exemptions**Legal Description**

ALL BLKS 164 165 166 167 LESS RR R/W MAXENT
 TRACT ORD 3-23 OR 1570 P 312 CA 119

Extra Features

CHAINLINK FENCE

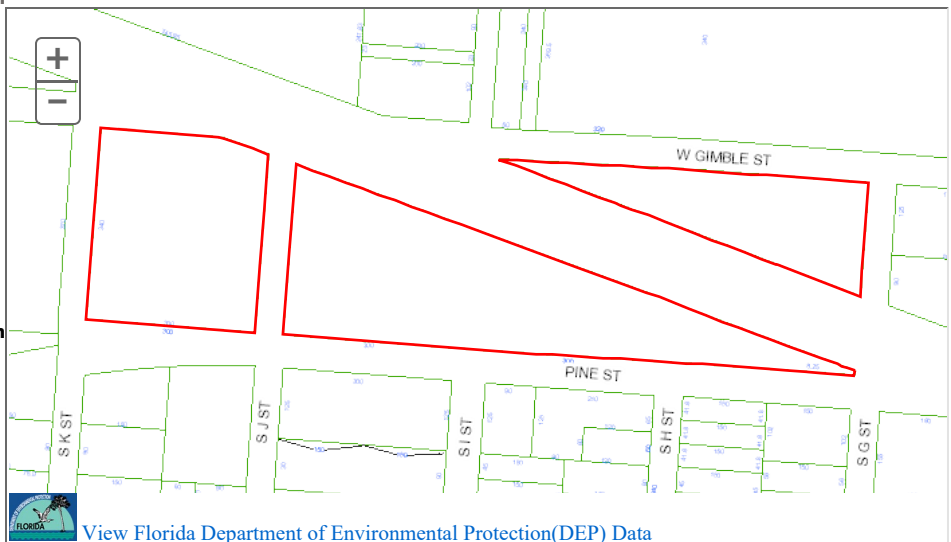
Parcel Information

Section Map Id:
[CA119](#)

Approx. Acreage:
 7.5300

Zoned: [🔍](#)
 M-2

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)[View Florida Department of Environmental Protection\(DEP\) Data](#)**Buildings**

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/16/2016 (tc.2875)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

July 5, 2016

Mr. Keith Wilkins
Assistant City Administrator
City of Pensacola, Florida
222 West Main Street
Pensacola, FL 32502

SUBJECT: American Creosote Works Superfund Site
Pensacola, Florida
Status Letter

Dear Mr. Wilkins:

I am writing in response to your request for a status letter for the American Creosote Works Superfund Site (Site) located in Pensacola, Florida and the City's interest in acquiring the Site for reuse and redevelopment purposes that would benefit the Pensacola community. My response is based upon the facts presently known to the United States Environmental Protection Agency and is provided solely for informational purposes.

This letter also memorializes the Prospective Purchaser Inquiry conference call discussions that we had on April 28, 2016. In that call, we addressed four (4) issues critical to the successful redevelopment of a Superfund site:

- (1) The current status of the EPA's cleanup and the EPA's future anticipated actions;
- (2) Obvious incompatibilities between the proposed reuse of the Site and the EPA's cleanup and existing or potential institutional controls (See below for related information);
- (3) The Bona Fide Prospective Purchaser (also referred to as BFPP) provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, and other applicable federal landowner liability protections; and
- (4) CERCLA Section 107(l) liens or CERCLA Section 107(r) windfall liens that may apply to the Site.

Superfund Law

In response to the growing concern over health and environmental risks posed by hazardous waste sites, Congress passed CERCLA, commonly referred to as the federal "Superfund" law. The Superfund law required the EPA to establish the Superfund program to address these sites. Contaminated sites are discovered by citizens, businesses, and local, state, or federal agencies. After a potential hazardous waste site is reported to the EPA, the available information is recorded in the EPA's Superfund Site

Information database which is currently available at <http://cumulis.epa.gov/supercpad/cursites/srchsites.cfm>. (Type in [Name of Site] in the Site name field and click Search which will provide the link for the [Name of Site] Superfund Site web page.)

The EPA initially screens a potentially hazardous waste site to determine what type of action, if any, is necessary. The Superfund program may then perform a Preliminary Assessment and possibly a Site Inspection to determine whether contamination at the property is likely to require a federal cleanup response and whether the site should be added to the list of high priority hazardous waste sites known as the National Priorities List (NPL).

History and Status of Site

The approximately 18-acre Site is a former wood-treating facility in Pensacola, Florida, located approximately 1/4 mile north of the confluence of Bayou Chico and Pensacola Bay. American Creosote Works (ACW), a wood-treating company, operated at the Site from 1902 until 1981, when it filed for bankruptcy. Prior to 1950, ACW used creosote exclusively to treat poles. Use of pentachlorophenol (PCP) started in 1950 and steadily increased in later years of operation. As a result, dioxin, a common impurity in commercial grade PCP, is present at the Site. Surface impoundments used for disposal of process wastes often discharged or overflowed through a spillway, into the streets and storm drains, and into Bayou Chico and Pensacola Bay. In later years, liquid wastes were collected and spread onto the ground in designated spill areas on the Site. In 1985, EPA completed a Remedial Investigation and Feasibility Study (RI/FS) for the Site. Major contaminants found in the soil, sediment, and groundwater include volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), PCP, and dioxin from the wood-treating processes.

In 1985, EPA issued a Record of Decision (ROD) for OU1, which originally addressed surface soil contamination from 0 to 3 feet. This ROD, which called for construction of an on-site landfill, was not concurred upon by the State of Florida. EPA conducted additional studies and issued a second soil cleanup ROD in 1989. This ROD described a remedy involving biological treatment to address contamination in on-site surface soils. During the remedial design phase, treatability studies revealed that biological treatment would not adequately address the contaminants in the soil, and the design was halted. However, EPA continued implementing the other long-term response activities selected in the 1989 ROD, which included demolition of old process buildings, plugging and abandoning one private irrigation well, and removing debris.

In 1999, the 1989 ROD was amended to address the contamination in surface and subsurface soils, sediments, and solidified sludge. This remedy required, among other actions, excavating contaminated soils and sediments that had migrated beyond the boundary of ACW's property and the Property you are interested in selling. This excavated soil was consolidated on the ACW parcel. Following completion of the excavation work, clean backfill was placed in the excavated areas and confirmation samples were collected. This work is documented in the "Close-Out Report for Waste Consolidation Activities Conducted at the American Creosote Works Superfund Site, Pensacola, FL" (January 2004).

In 2003, when EPA conducted the excavation of contamination in the surrounding neighborhood, there were areas underneath existing buildings which were excluded from the response. If the building's foundation is still present it is very difficult to excavate underneath. Therefore, it is possible that soil

contamination remains under some buildings, including on the Property. It could be possible that foundations and parking lots could act as a form of engineering control on those portions of the property.

A ROD addressing groundwater contamination at the Site was issued in 1994. The remedy consists of two phases. The first phase, which began in 1998, requires the recovery of dense non-aqueous phase liquids (DNAPLs). Phase I began in 1998. The Mobile District Corps of Engineers is currently operating the DNAPL recovery system, which has recovered and recycled over 160,000 gallons of DNAPL to date. Five new DNAPL extraction wells were installed in November 2009 and the DNAPL recovery rate approximately doubled with the new wells. The DNAPL recovery system was shut down in 2011 due to the end of the 10 year Long term Remedial Action period. The State of Florida did not want to take over operation of the system so it was shut down.

EPA installed groundwater monitoring wells in 10 locations in 2007 to characterize the extent of groundwater contamination. Surface water, pore water, and sediments were collected and work was done to determine the extent of the DNAPL located beneath Cypress Street and the Pensacola Yacht Club property. The groundwater is sampled on an annual basis by EPA. The plume appears to be relatively stable. A new remedy for the DNAPL and dissolved plume will be included in the site wide ROD.

In January 2010, EPA performed another offsite soil excavation in the area called the Southeast Ditch. The area excavated is bordered by Pine Street, Cypress Street and a property owner's driveway. All excavated soil was brought back to the ACW Site. The Southeast Ditch area was backfilled with clean fill.

Operable Unit 3 (OU3) at the Site was designated in 2007 to address dioxin in light of new risk-based Florida Department of Environmental Protection (FDEP) regulations regarding the cleanup of hazardous substances. A dioxin sampling event was performed in December 2007 in order to delineate the contamination in the area. The information generated was used to prepare a Baseline Risk Assessment (BRA) in January 2009 and an RI in April 2009. The dioxin sampling event was updated in February 2010 and included PAH samples in the offsite area. A site wide Feasibility report was issued in March 2014 including all this information.

There are activities being performed concurrently for all three OUs. All three OUs may be combined into a site wide remedy decision that is projected to be completed by Fall 2016. The site wide ROD would incorporate OU1, OU2 and OU3. After review by the state and public notice, a ROD will be issued. After the ROD is issued, it will take approximately one year of remedial design to calculate exact soil volumes and sample more soil locations. The remedial action would start approximately December 2017.

Pensacola Yacht Club is currently being cleaned up. The impacted soil in the ditch is being excavated and immediately back filled. The impacted soil will be transported to the ACW site. The cleanup of the entire ditch should be finished by early July 2016. Once the cleanup of the ditch is completed the fence will be taken down. The impacted soil will have a cap of clean clay put over it after the cleanup is finished.

Proposed Reuse of the Site

You indicated that the City would like to use the ACW property as a park or other recreation facility. This could likely take the form of more passive activity uses such as walking/running trails, open/green space, neighborhood playground areas and athletic fields. Depending on the integrity of the Site cap and the available funding for the City, the construction of a one story building for indoor recreation could be a possible use of a portion of the property as well. If that is likely to occur, the City expressed interest in coordinating the remedial capping with the City's reuse construction plans and activities. If the City does construct a structure for indoor recreation, the City should coordinate the development of that area so that it does not exacerbate any contamination on the Site.

However, the EPA cannot approve any specific use of the Site. It is your sole responsibility to ensure that the proposed use of the Site does not interfere with or impede the cleanup at the Site or interfere with any institutional controls identified now or in the future or further contribute to contamination at the Site. You must consult with your own environmental professionals to obtain advice on the compatibility of the proposed reuse with the EPA's cleanup.

Bona Fide Prospective Purchaser

On January 11, 2002, the Superfund law was amended by Congress to encourage prospective purchasers to buy and redevelop Superfund property. Prior to this amendment, purchasers of Superfund sites were potentially liable for the cleanup of the contaminated property upon purchasing the property. The amendment allows purchasers to buy Superfund sites and avoid potential liability by qualifying as a "bona fide prospective purchaser." A prospective purchaser must achieve and maintain bona fide prospective purchaser status for as long as the potential Superfund liability exists. The bona fide prospective purchaser provision states that a person meeting the criteria of Section 101(40) of the Superfund law is protected from Superfund liability; however, to the extent that the EPA's cleanup efforts increase the fair market value of the property, the EPA may have a windfall lien on the property.

To qualify as a bona fide prospective purchaser a person must meet certain threshold criteria and satisfy certain continuing obligations found in Section 101(40) of the Superfund law. Enclosed for your convenience is a copy of the March 6, 2003, "Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability" (Common Elements Guidance). The bona fide prospective purchaser provision is designed to be self-implementing. This means that the purchasers are responsible for achieving and maintaining bona fide prospective purchaser status. You and your legal counsel will need to assess whether you satisfy each of the eight (8) statutory requirements necessary to achieve bona fide prospective purchaser status and continue to meet the applicable conditions.

Among other requirements, a bona fide prospective purchaser must take "reasonable steps" with respect to stopping continuing releases, preventing threatened future releases, and preventing or limiting human, environmental, or natural resources exposure to earlier releases. You have asked what actions you must take, as the prospective owner of the property, to satisfy the "reasonable steps" criterion.

Based on the information the EPA has evaluated to date, the EPA believes that, for an owner of the property, the following would be appropriate reasonable steps with respect to the existing hazardous substance contamination found at the property:

Examples:

1. Prohibit public or private wells to be installed on the property for irrigation or consumption purposes.
2. Refrain from digging, disturbing soil, or constructing non-mobile structures or parking lots, in the areas in red on the map that is attached.
3. Call EPA Region 4's Emergency Response Center hotline at 800-424-8802 to report the discovery or release of any hazardous substances.
4. Implement and record institutional controls in the deed pursuant to Section 101(40)(F) of the Superfund law.

If you exacerbate contaminated conditions at the Site or cause a release of hazardous substances due to your construction or operations, you may lose bona fide prospective purchaser status and all resulting liability protections.

Superfund Lien

The EPA has not perfected a Superfund lien on this Site. Pursuant to Section 107(l) of the Superfund law, as well as EPA policy and guidance, the EPA will generally not perfect a Superfund lien on property owned by a non-labile party.

Windfall Lien

The EPA has not perfected a windfall lien on this Site. On July 16, 2003, the EPA issued a policy entitled the "EPA Interim Enforcement Discretion Policy Concerning 'Windfall Liens' Under Section 107(r) of CERCLA" (Windfall Lien Policy). The Windfall Lien Policy provides that the EPA, in an exercise of its enforcement discretion, will generally not perfect a Section 107(r) windfall lien when the conditions and criteria described in the Windfall Lien Policy for not perfecting a windfall lien are met. I am enclosing a copy of the Windfall Lien Policy for your review.

State Actions

The EPA is only providing you with information regarding the EPA's actions at the Site and the federal BFPP law. You should contact Kelsey Helton, FDEP, at (850) 245-8969, for more information about potential state actions and liability issues.

Conclusion

The EPA remains dedicated to supporting the revitalization of contaminated properties and hopes this information is useful to you. This letter does not provide a release from Superfund liability, or from other liability or obligations under any other law. If you have any questions please do not hesitate to call me at (404) 562-9688 or Site Attorney, Rudy Tanasijevich, at (404) 562-9557.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Thorpe", followed by a long horizontal line extending to the right.

Pete Thorpe
Remedial Project Manager

Enclosures

cc: Kelsey Helton
Regional Counsel Land Revitalization Contact



CERCLA Liability and Local Government Acquisitions and Other Activities

Office of Site Remediation Enforcement

Local governments can play an important role in facilitating the cleanup and redevelopment of properties contaminated by hazardous substances. In particular, by acquiring contaminated properties, local governments have an opportunity to evaluate and assess public safety needs and promote redevelopment projects that will protect and improve the health, environment, and economic well-being of their communities.

One impediment to local government acquisition of contaminated property is concern about potential liability for the cleanup costs under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, also known as “Superfund” or “CERCLA,” 42 U.S.C. §§ 9601-9675.

This fact sheet addresses CERCLA liability issues for local governments and summarizes key statutory provisions and requirements.¹ It is intended to assist local governments by identifying CERCLA liability issues and protections that may be applicable to local governments as they consider involvement at contaminated properties.

The U.S. Environmental Protection Agency (EPA) recommends that local governments refer to the statutory language of CERCLA, the regulations at 40 C.F.R. Part 300 (known as the “National Contingency Plan”), and relevant EPA guidance (referenced at the end of this document) for more detail. EPA’s Regional offices² also may be able to provide information and assistance to local governments considering acquisition of contaminated properties. EPA also encourages local governments to consult with their state environmental protection agency and legal counsel prior to taking any action to acquire, cleanup, or redevelop contaminated property.

What is CERCLA?

CERCLA outlines EPA’s authority for cleaning up properties contaminated with hazardous substances regardless of whether the properties are in use or abandoned. Additionally, CERCLA establishes a strict liability system for determining who can be held liable for the costs of cleaning up contaminated properties. CERCLA also provides EPA with robust enforcement

¹ A local government also may have obligations and/or be potentially liable under other environmental statutes such as the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992 (RCRA) or state laws.

² For contact information, see <http://www.epa.gov/aboutepa/postal.html#regional>.

authorities to compel cleanups and recover EPA's response and enforcement costs incurred at these properties. Properties addressed under CERCLA authorities are commonly known as "Superfund sites."

CERCLA also includes authority for EPA to provide grant funding for the assessment and cleanup of brownfield sites. CERCLA § 101(39)(A) defines a brownfield site as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." Many of the properties that local governments may be interested in acquiring may qualify as brownfield sites.

For more general information about, and an overview of, CERCLA, please see EPA's website at <http://www.epa.gov/superfund/policy/cercla.htm>.

What are the various ways local governments become involved at contaminated properties?

Local governments may become involved with contaminated properties in a number of ways, many of which present opportunities to facilitate cleanup or redevelopment. The ways include:

- Providing incentives to promote redevelopment (*i.e.*, zoning, tax increment financing, etc.);
- Responding to an emergency on the property;
- Transferring of tax liens;
- Collaborating with the current property owner;
- Leasing of the property by the municipality;
- Acquiring the property and "simultaneously" transferring it to a third party;
- Acquiring the property with subsequent transfer to a third party;
- Acquiring the property and managing it through a "land bank"; or
- Acquiring the property for long-term use.

Can a local government be liable under CERCLA?

Yes. CERCLA is a strict liability statute that holds potentially responsible parties (PRPs) jointly and severally liable, without regard to fault, for cleanup costs incurred in response to the release or threatened release of hazardous substances. Under CERCLA § 107, a person, including a local government, may be considered a PRP³ if the person:

- Is the current owner or operator of the contaminated property;
- Owned or operated the property at the time of the disposal of the hazardous substance;
- Arranged for the hazardous substances to be disposed of or treated, or transported for disposal or treatment; or
- Transported the hazardous substances to the property.

³ According to CERCLA, federally recognized tribes are not included as PRPs.

A local government that falls into one of the classes of PRPs described above may be potentially liable under CERCLA. Fortunately, CERCLA includes liability exemptions, affirmative defenses, and protections that may apply to local governments. Additionally, EPA has enforcement discretion guidance and site-specific tools that may address concerns about potential CERCLA liability.

Is a local government liable under CERCLA if it responds to an emergency on a contaminated property?

Local units of government, especially fire, health, and public safety departments, are often the first responders to emergencies and other dangerous situations at contaminated properties in their communities. So as not to interfere with these activities, CERCLA § 107(d)(2) provides that state or local governments will not be liable for “costs or damages as a result of actions taken in response to an emergency created by a release or threatened release of a hazardous substance by or from property owned by another party.” *Note: This protection does not apply in cases where the local government is grossly negligent or intentionally engages in misconduct.* CERCLA § 107(d)(2). *Negligence and intentional misconduct are fact-specific determinations.*

In addition, CERCLA § 123 authorizes EPA to reimburse local governments for the costs of temporary emergency measures taken in response to releases within their jurisdiction. These temporary measures must be “necessary to prevent or mitigate injury to human health or the environment associated with the release or threatened release of any hazardous substance, pollutant, or contaminant.” This reimbursement is to give financial assistance to government entities that do not have a budget allocated for emergency response and cannot otherwise provide adequate response measure. The amount of the reimbursement may not exceed \$25,000 for a single response.

For more information on CERCLA § 123 reimbursements, please see EPA’s website at <http://www.epa.gov/ceppo/web/content/lawsregs/lgrover.htm>.

What CERCLA liability protections are available to local governments if they acquire contaminated property?

CERCLA contains liability exemptions, affirmative defenses, and protections which may apply to a local government when it:

- Acquires contaminated property involuntarily by virtue of its function as a sovereign, CERCLA § 101(20)(D);
- Qualifies for a third party defense or innocent landowner liability protection, CERCLA §§ 107(b)(3), 101(35)(A);
- Qualifies as a bona fide prospective purchaser (BFPP) when it acquires the contaminated property, CERCLA §§ 101(40), 107(r)(1); or
- Is conducting or has completed a cleanup of a contaminated property in compliance with a state cleanup program, CERCLA § 128(b).

Each of these is discussed below in further detail.

Key CERCLA Provisions	Methods of Property Acquisition							
	Tax Foreclosure	Bankruptcy	Escheat	Eminent Domain	Purchase	Inheritance or Bequest	Abandonment	Gift/Donation
Involuntary Acquisition § 101(20)(D)	•	•	•	○			•	
Bona Fide Prospective Purchaser Protection §§ 101(40) and 107(r)(1)	•	•	•	•	•	•	•	•
Third Party and Innocent Landowner Defenses §§ 107(b)(3) and 101(35)(A)			•	•	○	•		
Enforcement Bar § 128(b)	•	•	•	•	•	•	•	•

The method or type of property acquisition by a local government will play a critical role in the application of liability exemptions, affirmative defenses, or protections. Although most often applied in the purchase and gift/donation context, BFPP status is available for the majority of property acquisitions. *Note: In cases where it is unclear whether the involuntary acquisition exemption, affirmative defenses, or liability protections are sufficient, EPA encourages the local government to achieve and maintain BFPP status to increase certainty that it will not be liable under CERCLA.*

What is the meaning of “involuntary acquisition”?

CERCLA § 101(20)(D)⁴ provides that a unit of state or local government will not be considered an owner or operator of contaminated property (and thus is exempt from potential CERCLA liability as a PRP) if the state or local government acquired ownership or control involuntarily. This provision includes a non-exhaustive list of examples of involuntary acquisitions, including obtaining property through bankruptcy, tax delinquency, abandonment, or “other circumstances in which the government entity involuntarily acquires title by virtue of its function as sovereign.” However, it is important to note that this exemption will not apply to any state or local government that caused or contributed to the release or threatened release of a hazardous substance from the facility.

For purposes of EPA enforcement, EPA considers an involuntary acquisition or transfer to include situations “in which the government’s interest in, and ultimate ownership of, a specific asset exists only because the conduct of a non-governmental party...gives rise to a statutory or common law right to property on behalf of the government.”⁵ Moreover, EPA acknowledges that tax foreclosure and other acquisitions by government entities often require some affirmative or volitional act by the local government.⁶ Therefore, a government entity does not have to be completely passive during the acquisition in order for the acquisition of property to be considered involuntary under CERCLA.⁷ Instead, EPA considers an acquisition to be involuntary if the government’s interest in, and ultimate ownership of, the property exists only because the actions of a non-governmental party give rise to the government’s legal right to control or take title to the property. For example, although a local government might be required to engage in certain discretionary or volitional actions to acquire title to a property through tax delinquency foreclosure or abandonment per state statute, EPA would consider the acquisition involuntary.⁸

For more information on state and local government involuntary acquisition, please see EPA’s website at <http://www.epa.gov/compliance/cleanup/revitalization/local-acquis.html>.

How does a local government become a bona fide prospective purchaser (BFPP)?

A local government, whose potential liability is based solely on the fact that it knowingly purchased a contaminated property and is, therefore, considered the current owner or operator, will not be liable under CERCLA if it achieves and maintains BFPP status. BFPP status may be

⁴ CERCLA § 101(35)(A)(ii) also discusses involuntary acquisitions for a unit of state or local government in the context of the innocent landowner defense pursuant to CERCLA § 101(35)(A).

⁵ Municipal Immunity from CERCLA Liability for Property Acquired through Involuntary State Action (EPA/OSRE/OSWER, 10/20/1995) at 3.

⁶ *Id.* at 4.

⁷ *Id.*

⁸ *Id.*

achieved even when the buyer has knowledge of the contamination on the property at the time of purchase. Moreover, EPA encourages local governments to achieve and maintain BFPP status in cases where it is unclear whether involuntary acquisition, affirmative defenses, or other liability protections may be sufficient to avoid CERCLA liability.

CERCLA §§ 101(40) and 107(r)(1) provide that a BFPP is a person or tenant of a person who acquired the property after January 11, 2002 and meets the following threshold criteria:

- All Appropriate Inquiries (AAI) were performed prior to purchase of the property pursuant to CERCLA § 101(35)(B);
- All disposal of hazardous substances occurred before the party acquired the property; and
- The party has “no affiliation” with a liable or potentially liable party.

CERCLA §§ 101(40)(C)-(G) provide additional criteria for maintaining BFPP status. These continuing obligations that must be met after acquisition of the property include:

- Complying with land use restrictions and not impeding the effectiveness of the institutional controls;
- Taking “reasonable steps” to prevent the release of hazardous substances. These obligations are site-specific, but may include preventing threatened future releases and/or limiting exposure to earlier hazardous substance releases. Institutional controls, discussed further below, may play a critical role in complying with reasonable steps;
- Providing full cooperation, assistance and access;
- Complying with information requests and administrative subpoenas; and
- Providing legally-required notices.

To remain protected from CERCLA liability for the existing contamination while it owns the property, a local government must maintain its BFPP status for as long as the potential for liability exists. Potential liability exists for as long as contamination remains on the property and/or the statute of limitations on CERCLA cost recovery actions is not in effect. It is important to note that a local government may become liable for any new contamination that may occur, even if the statute of limitations has run on existing contamination.

Although a BFPP is not liable for the cost of cleaning up the property, the property itself could be subject to a “windfall lien”⁹ if EPA has spent money cleaning up the property after the BFPP acquires it and EPA’s cleanup efforts have increased the fair market value of the property. CERCLA § 107(r)(2). The windfall lien is limited to the lesser of EPA’s unrecovered response costs or the increase in fair market value attributable to EPA’s cleanup. EPA may be able to file a windfall lien on the property if:

- EPA spent money cleaning up the property before acquisition by a BFPP if certain requirements are met (*i.e.*, where there are substantial unreimbursed costs);
- EPA’s response action results in a significant increase in the property’s fair market value;
- There are no viable, liable parties from whom EPA could recover its costs; and

⁹ CERCLA contains two sections which discuss the ability of the federal government to impose liens. This fact sheet addresses the windfall provision of CERCLA § 107(r), but will not discuss liens provided under CERCLA § 107(l).

- A response action occurs while the property is owned by a person who is exempt (other than a BFPP) from CERCLA liability.

Whether EPA will perfect a windfall lien and prevent a potential windfall in such instances will be determined by site-specific circumstances and the equities of the particular situation.

For more information on AAI, please see EPA's website at <http://www.epa.gov/brownfields/aai/index.htm>. For more information on the BFPP liability protection and/or windfall liens, please see EPA's website at <http://www.epa.gov/compliance/cleanup/revitalization/bfpp.html>.

What are the requirements for the third party defense or innocent landowner defense?

CERCLA § 107(b)(3) provides a “third party” affirmative defense to CERCLA liability for any owner, including local governments, that can prove, by the preponderance of the evidence, that the contamination was caused solely by the act or omission of a third party whose act or omission did not occur “in connection with a contractual relationship.” Moreover, an entity asserting the CERCLA § 107(b)(3) defense must show that: a) it exercised due care with respect to the contamination; and b) it took precautions against foreseeable acts or omissions, and the consequences thereof by the third party that caused the contamination.

Congress enacted the Brownfields Amendments¹⁰ and expanded the third party defense by creating exclusions to the definition of a contractual relationship. Previously, the deed transferring title between a PRP and the new landowner was a “contractual relationship” that prevented the new landowner from raising the traditional CERCLA § 107(b)(3) third party defense. To promote redevelopment and provide more certainty, Congress also clarified the “innocent landowner defense,” which requires an entity to meet the criteria set forth in CERCLA § 101(35), in addition to the requirements of CERCLA § 107(b)(3). CERCLA § 101(35)(A) distinguishes three types of innocent landowners:

- Purchasers who acquire property without knowledge of contamination, CERCLA § 101(35)(A)(i);
- Governments “which acquired the facility by escheat, or through any other involuntary transfers or acquisition, or through the exercise of eminent domain authority by purchase or condemnation,” CERCLA § 101(35)(A)(ii); and
- Inheritors of contaminated property, CERCLA § 101(35)(A)(iii).

For more information on qualifying for the innocent landowner defense where the purchaser acquired property without knowledge of the contamination, please see EPA's *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchasers, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability* (Common Elements Guidance) available at <http://www.epa.gov/compliance/resources/policies/cleanup/superfund/common-elem-guide.pdf>.

¹⁰ Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. No. 107-118)(hereinafter the “Brownfields Amendments”).

How do state response programs interact with CERCLA's enforcement bar?

Many states have established state-specific response programs (for example, State Superfund, brownfields, and voluntary cleanup programs). These programs play a critical role in assessing and cleaning up the vast majority of our nation's brownfields and other lower-risk sites. EPA supports state response programs through:

- Grant funding to establish and enhance state programs; and
- Non-binding Memoranda of Agreement with individual states that provide general enforcement assurances to encourage assessments and cleanups pursuant to a state response program.

CERCLA § 128(b) protects local governments and other parties from EPA enforcement, subject to specific exceptions, when they comply with a state response program and are conducting or have completed a cleanup of an eligible response site, as defined by CERCLA § 101(41). This protection is known as the "enforcement bar." EPA has entered into non-binding Memoranda of Agreement with over 20 states which clarify EPA enforcement intentions under CERCLA at sites addressed in compliance with state response programs. It is important to note that while CERCLA § 128(b) may prohibit EPA from taking an enforcement action; it does not preclude third party litigation.

For more information about state voluntary cleanup programs and Memoranda of Agreement, please see EPA's website at <http://www.epa.gov/compliance/cleanup/revitalization/state.html>.

What should a local government do if it obtains contaminated property from a land bank or redevelopment authority?

EPA recognizes the importance and increased use of land banks and redevelopment agencies as a tool to address abandoned or vacant properties, promote smart growth, improve existing land use practices, and support local community development. In an effort to make greater use of these tools, an increasing number of states and local governments are passing legislation creating land banks or redevelopment authorities to acquire, redevelop, and reuse abandoned properties.

While many abandoned properties that are of interest to land banks and redevelopment authorities are not likely to be contaminated, local governments should be aware that contamination and potential CERCLA liability may exist. A local government may increase the likelihood that the land bank or redevelopment authority is eligible for CERCLA liability protection by ensuring that the land bank or redevelopment authority conducts AAI prior to acquiring the property. Not only is AAI a critical requirement for obtaining most CERCLA landowner liability protections, but it also aids local governments in making informed property acquisition decisions. When acquiring abandoned contaminated properties, EPA encourages local governments to obtain BFPP status prior to acquisition if it is unclear whether other exemptions, affirmative defenses, or liability protections may apply.

How does CERCLA liability affect eligibility for federal brownfields grant funding?

EPA brownfields grant money is available to eligible entities as defined by CERCLA § 104(k)(1). However, these funds cannot be used to pay response costs at a brownfield site for which the grantee is potentially liable under CERCLA § 107. If an applicant for brownfields grant money may be potentially liable at the site for which they are seeking funds, they must document that they qualify for one of CERCLA's liability protections. Therefore, one benefit of being covered by a CERCLA liability protection is that it enables certain non-labile entities to be potentially eligible for federal brownfields grant funding. If a local government intends to protect itself against CERCLA liability and compete for federal brownfields grant funding, it is advisable for the local government to evaluate whether it is eligible for a grant or become eligible through a liability protection before acquiring a brownfield site.

For more information about obtaining an EPA brownfields grant, grant guidelines, and discussions about the various types of grants that are available, please see EPA's website at http://www.epa.gov/brownfields/grant_info/index.htm.

TYPES OF BROWNFIELDS FUNDING OPPORTUNITIES

CERCLA §§ 104(k)(4) and (6) authorize EPA's Brownfields Program to provide funding in a variety of ways:

- Assessment Grants
- Cleanup Grants
- Revolving Loan Fund Grants
- Job Training Grants
- Training, Research, and Technical Assistance Grants
- Targeted Brownfields Assessments
- Area-Wide Planning Pilot Program

What protections exist when municipal solid waste is disposed of at a contaminated property?

Prior to the Brownfield Amendments, entities that disposed of municipal solid waste at contaminated properties argued that they should not be liable for the cleanup of contamination that was originally and primarily caused by industrial polluters. To address this issue, the Brownfield Amendments included CERCLA § 107(p) to create a qualified exemption from CERCLA liability for certain residential, small business, and non-profit generators of municipal waste at sites on CERCLA's National Priorities List. However, this exemption does not apply to municipalities who owned or operated a site.

For more information on the municipal solid waste exemption and EPA's guidance on the exemption, please see EPA's website at <http://www.epa.gov/compliance/resources/policies/cleanup/superfund/interim-msw-exempt.pdf>.

What steps might a local government take at a contaminated property to protect human health and the environment and ensure the integrity of a cleanup?

When contamination remains on a property during or after cleanup activities, institutional controls may be used alone or in combination with engineered controls to ensure protection of human health and the environment. Generally, institutional controls are designed to limit land or resource use (*e.g.*, prohibitions on residential use or extraction of ground water) and to ensure the integrity of engineered controls (*e.g.*, restrictions on excavating soils on or in the vicinity of a landfill cap).

As with engineered controls, institutional controls must be maintained, monitored, and evaluated for as long as contamination remains on the property at levels that do not allow for unrestricted use and unlimited exposure.

There are four categories of institutional controls:

- Proprietary Controls (*e.g.*, easement, real covenant, statutory covenant)
- Governmental Controls (*e.g.*, zoning, building permit, land use ordinance)
- Enforcement and Permit Tools (*e.g.*, consent decree, permit, order)
- Informational Devices (*e.g.*, deed notice, government advisory, state registry)

Whether or not a local government asserts BFPP status, it may play a key role in implementing, monitoring, and enforcing certain institutional controls – particularly for those it has the legal authority to implement or enforce. A local government also may work proactively with developers, prospective buyers and tenants, and other parties to ensure that institutional control requirements are understood and properly integrated into the planning and future reuse of the property.

If institutional controls are already in place on a particular property, it is important for local governments to understand the obligations the institutional controls impose and to consider how those obligations might be viewed by future owners, developers and property users. In some situations, EPA or the state may be willing to modify existing institutional controls to facilitate the appropriate reuse of the property as long as the engineered controls component of the cleanup will not be compromised and remains protective of human health and the environment.

For more information about institutional controls issues, please see EPA's website at <http://www.epa.gov/superfund/policy/ic/index.htm>.

WHAT IS AN INSTITUTIONAL CONTROL?

An institutional control is a legal or administrative restriction on the use of, or access to, a contaminated property to protect:

- 1) the health of both humans and the environment; and
- 2) ongoing cleanup activities and to ensure viability of the engineered controls.

CERCLA Liability and Local Government Acquisition of Contaminated Property: Key Documents

Local Government Issue	CERCLA Provision	Relevant EPA Documents or Guidance (if any)
Involuntary Acquisition	§ 101(20)(D)	• Policy on Interpreting CERCLA Provisions Addressing Lenders and Involuntary Acquisitions by Government Entities (EPA/OSRE, 6/30/1997) • Policy on CERCLA Enforcement Against Lenders and Government Entities that Acquire Property Involuntarily (EPA/DOJ, 9/22/2005) • Municipal Immunity from CERCLA Liability for Property Acquired through Involuntary State Action (EPA/OSRE/OSWER, 10/20/1995) • Fact Sheet: The Effect of Superfund on Involuntary Acquisitions of Contaminated Property by Government Entities (EPA/OSRE, 12/31/1995)
Third Party and Innocent Landowner Defenses	§§ 107(b)(3), 101(35)(A)(ii)	• Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchasers, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability ("Common Elements") (EPA/OSRE, 3/6/2003)
Bona Fide Prospective Purchaser	§ 101(40) and § 107(r)	• Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchasers, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability ("Common Elements") (EPA/OSRE, 3/6/2003) • Issuance of CERCLA Model Agreement and Order on Consent for Removal Action by a Bona Fide Prospective Purchaser (OSRE/USDOJ, 11/27/2006) • Enforcement Discretion Guidance Regarding the Applicability of the Bona Fide Prospective Purchaser Definition in CERCLA § 101(40) to Tenants (OSRE/OSWER, 1/19/2009) • Enforcement Discretion Guidance Regarding the Applicability of the Bona Fide Prospective Purchaser Definition in CERCLA Section 101(40) to Tenants: Frequently Asked Questions (OSRE, 11/1/2009)
Windfall Liens	§ 107(r)	• Interim Enforcement Discretion Policy concerning Windfall Liens Under Section 107(r) of CERCLA (EPA/DOJ, 7/16/2003) • Windfall Lien Guidance: Frequently Asked Questions (OSRE, 4/1/2008) • Windfall Lien Administrative Procedures (OSRE, 1/8/2008)

Local Government Issue	CERCLA Provision	Relevant EPA Documents or Guidance (if any)
Brownfield Grants	§ 104(k)(4) and (6)	• Brownfields Assessment Pilot/Grants at http://epa.gov/brownfields/assessment_grants.htm • Revolving Loan Fund Pilot/Grants at http://epa.gov/brownfields/rlflst.htm • Cleanup Grants at http://epa.gov/brownfields/cleanup_grants.htm • Area-Wide Planning Pilot Program at http://www.epa.gov/brownfields/areawide_grants.htm • Brownfield Grant Guidelines Frequently Asked Questions at http://www.epa.gov/brownfields/proposal_guides/faqpguid.htm
Institutional Controls	§§ 101(40)(F), 107(q)(1)(A)(V)	• Institutional Controls: A Citizen's Guide to Understanding Institutional Controls at Superfund, Brownfields, Federal Facilities, Underground Storage Tank, and Resource Conservation and Recovery Act Cleanups (EPA/OSWER, 2/2005) • Institutional Controls: A Guide to Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites (EPA Interim Final Draft 11/2010) • Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups (EPA/OSWER, 9/2000)
State Voluntary Cleanups and Memoranda of Agreement	§§ 101(41), 128	• To see state-specific voluntary cleanup programs Memoranda of Agreement, please see http://www.epa.gov/brownfields/state_tribal/moa_mou.htm

Contact Information

If you have any questions about this fact sheet, please contact Cecilia De Robertis of EPA's Office of Site Remediation Enforcement at 202-564-5132 or derobertis.cecilia@epa.gov.

Disclaimer: This document is provided solely as general information to highlight certain aspects of a more comprehensive program. It does not provide legal advice, have any legally binding effect, or expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits for any person. This document is not intended as a substitute for reading the statute or the guidance documents described in this document. It is the local government's sole responsibility to ensure that it obtains and retains liability protections. EPA does not offer any guarantees or warranties for or related to acquisition of a contaminated property or formerly contaminated property. It is also the local government's sole responsibility to maintain liability protection status as a contiguous property owner, bona fide prospective purchaser, or innocent land owner.

Conceptual Reuse Plan Reuse of the American Creosote Works Superfund Site

October 2003

CH2MHILL

1766 Sea Lark Lane
Navarre, FL 32566

Conceptual Reuse Plan Reuse of the American Creosote Works Superfund Site

**Prepared for:
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Contents

Executive Summary.....	ES-1
Methodology: Approach to the ACW Reuse Assessment.....	ES-2
Summary of Findings.....	ES-4
Site Description and Surrounding Area.....	ES-4
Most Likely Future Reuse Alternative.....	ES-5
1.0 Introduction.....	1-1
1.1 Purpose of the Reuse Assessment.....	1-1
1.2 Reuse Assessment Background.....	1-2
1.3 Implementation	1-2
1.4 Methodology: Approach to the ACW Reuse Assessment.....	1-2
1.5 Documenting the Reuse Assessment.....	1-3
2.0 Current Conditions	2-1
2.1 Site Description.....	2-1
2.1.1 Boundaries of Area of Analysis	2-1
2.1.2 ACW Site Layout.....	2-2
2.1.3 Adjacent Properties.....	2-2
2.1.4 Ownership and Conditions of Title.....	2-3
2.2 Zoning – ACW Site and Adjacent Properties	2-5
2.3 Relevant Infrastructure.....	2-5
2.3.1 Streets.....	2-5
2.3.2 Water.....	2-7
2.3.3 Sanitary Sewer.....	2-7
2.3.4 Drainage	2-7
2.3.5 Electricity.....	2-7
2.4 Private Participation.....	2-7
2.5 ACW Site History Synopsis	2-10
2.5.1 Rail	2-11
2.5.2 Demographics.....	2-12
2.5.3 Environmental History.....	2-14
2.5.4 Summary of Ongoing Investigations	2-17
2.5.5 Summary	2-17
3.0 Planning and Zoning Considerations.....	3-1
3.1 Applicable Local and Regional Jurisdictions.....	3-1
3.2 Comprehensive Plan	3-1
3.2.1 Future Land Use Element	3-2
3.2.2 Future Land Use Map.....	3-2
3.2.3 Transportation Element	3-4
3.2.4 Coastal Management Element	3-4
3.2.5 Recreation and Open Space Element	3-5
3.3 Entitlement Processing (Supporting Changes to Designated Uses)	3-5
3.4 Planning Flexibility	3-5
3.4.1 Impact to Adjacent and Nearby Properties.....	3-5

3.4.2	Community Issues and Opportunities.....	3-6
4.0	Stakeholder and Community Input.....	4-1
4.1	Summary of Stakeholder Process.....	4-1
4.2	Achieving Community Support.....	4-1
4.2.1	Steering Committee	4-1
4.2.2	Public Workshops	4-3
4.2.3	Website	4-7
4.2.4	Interviews.....	4-7
4.2.5	Local Press.....	4-8
4.2.6	Key issues	4-8
4.2.7	Issues with Alternatives	4-9
5.0	Best Use Analysis	5-1
5.1	Current and Future Development Markets	5-1
5.1.1	Key Local Economic Factors	5-1
5.1.2	Adjacent and Nearby Property Development Activity	5-2
5.1.3	Active Developers	5-3
5.1.4	Potential Future Development Interest and Timing.....	5-4
5.1.5	Development Opportunity Value Range.....	5-4
5.2	Environmental Conditions.....	5-5
5.2.1	Integration with Reuse	5-5
6.0	Reuse Alternatives	6-1
6.1	Research Integration	6-1
6.1.1	Current Conditions/Development Alternative Integration	6-1
6.1.2	General Plan and Zoning Limitations.....	6-1
6.1.3	Site Ownership Considerations	6-2
6.1.4	Site Assessment	6-2
6.2	Development Alternatives	6-4
6.2.1	Concept 1: Small Retail/Pedestrian Plaza	6-4
6.2.2	Concept 2: Neighborhood/Regional Interpretive Park and Arboretum.....	6-5
6.2.3	Concept 3: Wetland Interpretive Park	6-6
6.2.4	Concept 4 Passive Park - Greenspace.....	6-7
6.2.5	Concept 5: Multi-use/Retail/Town Center/Office	6-8
6.2.6	Concept 6: Pensacola Restoration Design District.....	6-9
6.2.7	Concept 7: Multi-use Passive Park/Public Building/Commercial....	6-10
6.2.8	Concept 8: Open Space/Driving Range.....	6-11
6.2.9	Concept 9 Open Space/Driving Range/Design District North of Gimble	6-11
6.2.10	Concept 10 Passive Park with Limited Commercial.....	6-13
6.2.11	Comparing the Reuse Alternatives	6-14
7.0	Recommended Reuse Alternative	7-1
7.1	Conceptual Design	7-1
7.1.1	Passive Park	7-3
7.1.2	Pine Street.....	7-5
7.1.3	Gimble Street	7-6
7.1.4	Main Street	7-9
7.1.5	Side Streets	7-10

	Educational Resource Building	7-11
	7.1.7 Wellfield/Parking Lot.....	7-11
	Stormwater Retention Pond.....	7-12
7.2	Implementation.....	7-13
	7.2.1 Site Master Plan to Support Timely Development Integrated with Cleanup	7-13
	7.2.2 Compatibility with Community and Stakeholder Objectives	7-13
	7.2.4 Recommended Zoning Amendments	7-13
	7.2.5 Deed Restrictions	7-14
	7.2.6 Create a Community Redevelopment Area	7-14
	7.2.7 Brownfields Designation.....	7-15
	7.2.8 Restoration Design District.....	7-16
	7.2.9 Park Improvements/Structures/Sidewalks/parking	7-18
	7.2.10 Infrastructure Improvements/Streets.....	7-19
	7.2.11 Acquiring Property in the Area	7-19
	7.2.12 City of Pensacola Capital Improvements Budget.....	7-20
	7.2.13 Economic Development Incentives	7-20
7.3	Plan Endorsement	7-22
8.0	Funding and Cost	8-1
8.1	Opinion of Probable Costs	8-1
8.2	Federal Funding Sources	8-1
	8.2.1 Transportation Equity Act	8-1
	8.2.2 U.S. Economic Development Administration.....	8-2
	8.2.3 Urban Park and Recreation Recovery (UPARR) Program	8-2
	8.2.4 Transportation Enhancement Program (TEP)	8-2
	8.2.5 Urban and Community Forestry Assistance Program	8-3
	8.2.6 Small Business Tree-Planting Program.....	8-3
	8.2.7 Economic Development Grants for Public Works and Development of Facilities	8-3
	8.2.8 National Recreational Trails Program.....	8-3
	8.2.9 Section 108 Loan Guarantee Program.....	8-4
	8.2.10 EPA Brownfields Assessment Grant.....	8-4
	8.2.11 EPA Brownfield Cleanup Grant	8-5
8.3	State Funding Sources.....	8-5
	8.3.1 Enterprise Florida	8-5
	8.3.2 State Community Development Block Grant	8-7
	8.3.3 Florida Communities Trust Land Acquisition Grants, Loans and Matching Grants.....	8-7
	8.3.4 Florida Highway Beautification Council/Highway Beautification Grants	8-8
	8.3.5 Waterfronts Florida.....	8-8
	8.3.6 Land and Water Conservation Fund (LWCF) Program	8-9
	8.3.7 Florida Recreational Development Assistance Program.....	8-9
	8.3.8 Florida Main Streets Program	8-9
	8.3.9 Economic Development Transportation Fund	8-9
	8.3.10 Not-for-Profit Organization Grants and Loans	8-10
8.4	Local Funding Sources.....	8-11

8.4.1	Tax Increment Financing District	8-11
8.4.2	Local Option Taxes	8-11
8.4.3	Stormwater Utility Fee Fund.....	8-11
8.4.4	Commercial Façade Program	8-12
9.0	References	9-1

Tables

4-1	Steering Committee Members	4-1
4-2	Desired Uses Identified by the Public	4-4
4-3	Undesirable Uses Identified by the Public (From Public Meeting)	4-4
4-4	Undesirable Uses Identified by the Public (from email/write-ins)	4-4
4-5	Individuals Interviewed During the Planning Effort.....	4-7
6-1	List of Alternatives	6-15
7-1	Examples of Design Districts	7-17
8-1	Summary of Probable Costs.....	8-1
8-2	Waterfronts Florida Communities	8-8

Figures

ES-1	American Creosote Works Site and Surrounding Area	ES-1
ES-2	Current Site Conditions	ES-3
ES-3	ACW Location Map	ES-4
ES-4	ACW Site Size and Configuration.....	ES-5
ES-5	Conceptual Reuse Plan: Passive Park/Limited Commercial/Office Residential ...	ES-7
2-1	Quonset Hut/Treatment Compound	2-1
2-2	Wickes Lumber	2-2
2-3	Joe Patti Seafood	2-3
2-4	Property Ownership	2-4
2-5	Zoning.....	2-6
2-6	Potable Water.....	2-8
2-7	Sanitary Sewer	2-9
2-8	Bayou Chico 1940 Aerial Photograph.....	2-10
2-9	Bayou Chico 1951 Aerial Photograph.....	2-10
2-10	Bayou Chico 1968 Aerial Photograph.....	2-10
2-11	Census Tract 3.....	2-12
2-12	Male/Female Census	2-12
2-13	Age Distribution	2-13
2-14	Race Distribution	2-13
2-15	Housing Ownership.....	2-14
2-16	Former Holding Ponds at the ACW Site	2-14
2-17	ACW Historical Site Layout.....	2-15
2-18	The Groundwater Treatment at the ACW	2-17

Figures (continued)

3-1	Future Land Use Map	3-3
4-1	Fact Sheet Invitation-Public Workshop No. 1	4-2
4-2	Public Workshop No. 1	4-3
4-3	DOT Vote Exercise	4-3
4-4	Fact Sheet Invitation-Public Workshop No. 2	4-6
6-1	Site Assessment.....	6-3
6-2	Reuse Concept 1: Small Retail/Pedestrian Plaza.....	6-4
6-3	Reuse Concept 2: Neighborhood/Regional Interpretive Park and Arboretum	6-5
6-4	Reuse Concept 3: Wetland Interpretive Park	6-6
6-5	Reuse Concept 4: Passive Park/Greenspace	6-7
6-6	Reuse Concept 5: Multi-use/Retail/Town Center/Office	6-8
6-7	Reuse Concept 6: Pensacola Restoration Design District.....	6-9
6-8	Reuse Concept 7: Multi-use passive Park/Public Building/Commercial	6-10
6-9	Reuse Concept 8: Open Space/Driving Range	6-11
6-10	Reuse Concept 9: Open Space/Driving Range/Design District North of Gimble ..	6-12
6-11	Reuse Concept 10: Passive Park with Limited Commercial/Office/Residential.....	6-13
7-1	Final Reuse Concept.....	7-2
7-2	Passive Park Location	7-3
7-3	West Park Entrance	7-4
7-4	Pine Street Location.....	7-5
7-5	Southern Park Entry from Pine Street	7-6
7-6	Gimble Street Location	7-7
7-7	Gimble Street Looking West	7-8
7-8	Main Street Location	7-9
7-9	Main Street Looking East	7-10
7-10	Side Street Locations	7-10
7-11	"I" Street Looking South	7-11
7-12	Educational Resource Building Location	7-11
7-13	Wellfield/Parking Lot Location	7-12
7-14	Stormwater Retention Pond Location	7-12
7-15	Draft Proposed Western Gateway Redevelopment District	7-14

Appendices

A	Permitted Land Uses
B	Future Land Use and Zoning Amendment Procedures
C	Fact Sheets
D	Related Newspaper Articles
E	Endorsement Letters

Acronyms and Abbreviations

ACW	American Creosote Works
AROD	Amended Record of Decision
CDBG	Community Development Block Grant
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CRP	Community-Based Restoration Program
DCA	Department of Community Affairs
DNAPLs	dense non-aqueous phase liquids
ECUA	Escambia County Utilities Authority
EDA	Economic Development Administration
EDATE	Economic Development Ad Valorem Tax Exemption
EPA	U.S. Environmental Protection Agency
FCMP	Florida Coastal Management Program
FDEP	Florida Department of Environmental Protection
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FRDAP	Florida Recreational Development Assistance Program
HIPI	High Impact Performance Incentive
HUD	Housing and Urban Development
LWCA	Land and Water Conservation Fund
NOAA	National Oceanic and Atmospheric Administration
NPS	National Park Service
NRCS	Natural Resource Conservation Service
OTTED	Office of Tourism, Trade and Economic Development
PAHs	polynuclear aromatic hydrocarbons
PCP	pentachlorophenol

PPA	Prospective Purchaser Agreement
ppb	parts per billion
PYC	Pensacola Yacht Club
RC	residential/commercial
RI/FS	Remedial Investigation/Feasibility Study
ROD	Record of Decision
SBCA	Sanders Beach Community Association
SRI	Superfund Redevelopment Initiative
TEA	Transportation Equity Act
TEP	Transportation Enhancement Program
USDA	U.S. Department of Agriculture
USGS	United States Geologic Survey
WRG	Western Gateway Redevelopment

Executive Summary

The City of Pensacola received a grant from U.S. Environmental Protection Agency (EPA) to prepare a conceptual reuse plan for the American Creosote Works (ACW) Superfund Site (Site). The City retained CH2M HILL and its subcontractor, Architectural Affairs, Inc., to assist the Community Development Department in performing the planning and design services for the reuse of the ACW Site. The ACW Site Reuse Assessment (Assessment) included the collection and evaluation of information to develop assumptions regarding the reasonably anticipated future land use for the ACW Site. The assessment will serve as a tool to implement the Superfund Land Use Directive and will support the planning stages for the Site Response Action.

The goals and objectives identified for the project were to:

- Facilitate the reuse of the ACW Site upon completion of Site cleanup by EPA;
- Perform a reuse assessment to evaluate what future use(s) of the ACW Site would be most feasible and in the best interest of the surrounding area and the residents of the City of Pensacola;
- Identify and engage the community and interested stakeholders in drafting a development plan for the ACW Site;
- Produce a conceptual reuse plan for submission to EPA and City Council; and
- Assist in securing City Council approval for the Conceptual Reuse Plan.

This Conceptual Reuse Plan (Plan) presents the results of the Reuse Assessment conducted for the 18-acre ACW Site located approximately 1.5 miles west of historic downtown Pensacola. It is generally located between Gimble and Pine Streets, from "F" Street to "L" Street. At the western end of the ACW Site, the boundaries extend beyond Gimble and Pine Streets, generally following old railroad rights-of-way (Figure ES-1).

This Plan is site-specific and tailored to the complexity of the ACW Site, the extent of



FIGURE ES-1. AMERICAN CREOSOTE WORKS SITE AND SURROUNDING AREA

the contamination, the level of redevelopment potential at the Site, and the density and type of development within the vicinity of the Site. The Conceptual Reuse Plan relies on readily available information and results in a conceptual design for the Site and the future use of adjacent neighborhoods.

The ACW Site is an EPA-designated Superfund Site. Wood preserving operations were conducted at the ACW facility from 1902 through 1981. Creosote was used exclusively to treat poles prior to 1950. In 1950, ACW started to use pentachlorophenol (PCP). Dioxins, a common impurity in commercial grade PCP, are now found at the ACW Site. The plant was closed in 1982 and the facility was subsequently demolished. With the exception of the groundwater treatment system operations, the ACW Site now sits as a vacant lot.

This Conceptual Reuse Plan supports the likelihood that the ACW Site can be proactively redeveloped after the selection and implementation of an environmental cleanup remedy by EPA. Several conclusions can be established for the Site's future reuse:

- The Site's size and strategic location support its future reuse.
- Community planners and stakeholders strongly support the proactive reuse of the ACW Site as opposed to it remaining a vacant lot subject to future blight.
- Reuse alternatives that support a passive park and commercial/retail/office/residential uses are preferred by interested stakeholders.
- Reuse or development of the Site would have no significant negative impact to either adjacent properties or the nearby residential neighborhoods.
- The preferred reuse alternative can be coordinated with environmental remedies on the ACW Site to support redevelopment.

The assessment considered the ACW Site's alternatives for future land use within the context of current land use designations, immediately adjacent properties, and nearby properties that may be impacted by or influence the Site's reuse.

Much of the study area is classified as "industrial" on the City's Future Land Use Map. The remainder of the study area includes a commercial future land use designation. **Figure ES-2** presents the current site conditions.

Methodology: Approach to the ACW Reuse Assessment

The Reuse Assessment focused upon collecting and evaluating readily available information to develop assumptions about the reasonably anticipated future land use. The future land use of the ACW Site, including its potential reuse after cleanup, will be determined by local government officials and private stakeholders, not EPA.

A number of key questions were addressed in order to arrive at assumptions about future land use for the ACW Site. The information considered in the development of this Reuse Assessment is presented below. The information relevant for the ACW Site was determined by conditions at the Site and by the scope of the effort needed to properly assess the

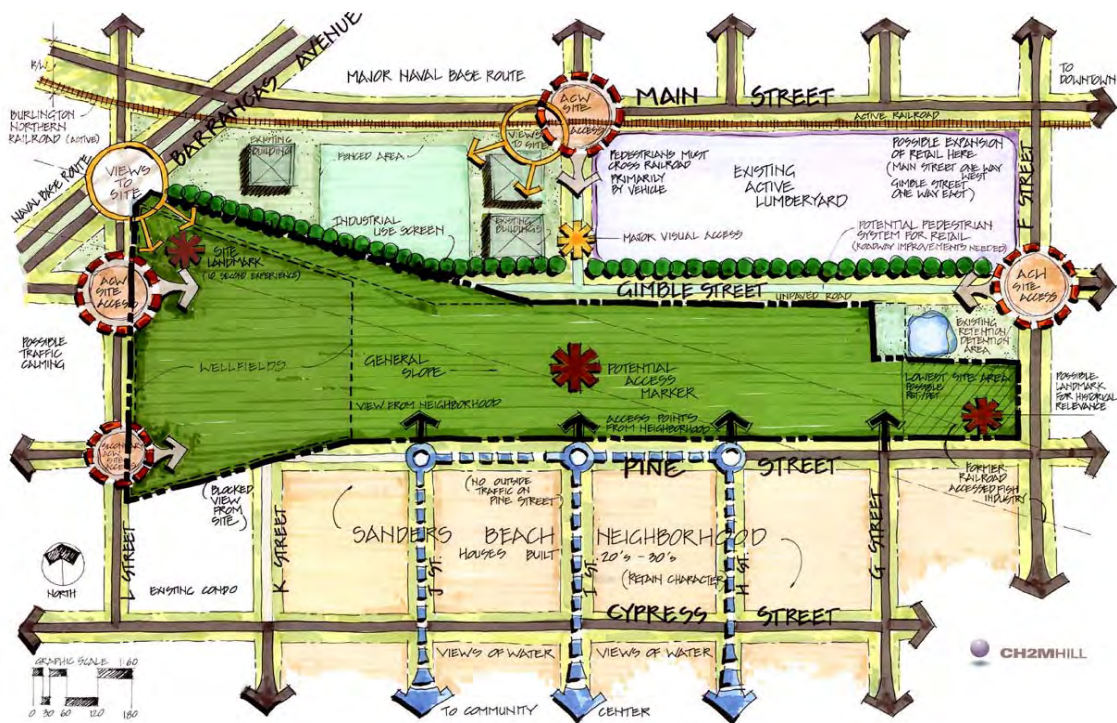


FIGURE ES-2. CURRENT SITE CONDITIONS

anticipated future use of land. Much of this information was readily available from existing documents, stakeholder interviews, and site visits. This information includes the following:

- History of the ACW Site: past use, ownership and title
- Current uses and indications of change: property and neighborhood uses, neighborhood character, land use trends, and local development activity
- Factors favoring or limiting future use: zoning and ordinances, applicable land use plans, property use restrictions, property boundaries, property size and access, environmental concerns and infrastructure requirements
- Key stakeholders and their views regarding reuse
- Community involvement in the reuse planning for the ACW Site: community influence to planning officials, expectations for reuse, reuse opposition, and alternative plan consideration.

In order to foster stakeholder and community input, the City initiated several activities, including establishing a Steering Committee, holding a series of public meetings, and establishing a link within the City's existing website. The Steering Committee was formed to act as a technical advisory board throughout the planning process. The public workshops were held to help understand the needs and desires of the community as well as the undesired reuses. The interested stakeholders were able to openly discuss their concerns at each meeting to help form the final concept. The top choices selected for the future reuse of the Site were: small retail, library, and passive park/open space. A total of 10 reuse concepts

were presented to the stakeholders. The final concept is a combination of several of the initial concepts designed to meet the needs of all interested parties.

Summary of Findings

As stated earlier, the ACW Site is located in the City of Pensacola approximately 1.5 miles west of the downtown area and only a few blocks north of Pensacola Bay (Figure ES-3). There has been a great deal of interest lately in redeveloping the waterfront in the downtown area. The ACW Site could serve as a catalyst in bringing that redevelopment westward. Reuse of the ACW Site in the future should consider job creation as one of its significant development objectives. A focus toward job creation will enhance the opportunity for community redevelopment support (i.e., tax incentives, grants, infrastructure improvements, etc.) for the ACW Site, and enhance its ability to be an economic contributor to both the local community and the City overall.



FIGURE ES-3. ACW LOCATION MAP

Site Description and Surrounding Area

The ACW Site occupies 18 acres in a commercial and residential area. Immediately adjacent properties include the Wickes Lumber Yard, Distinctive Kitchens, Pensacola Wood Treating and a tomato packaging business to the north, and single family residential homes and a condominium to the east and south, and an auto repair shop to the west. The Pensacola Yacht Club (PYC) is southwest of the ACW Site. The study area for the assessment was generally identified as those properties bordered by Government Street to the north, Pace Boulevard to the west, Pensacola Bay to the south, and "A" Street to the east. The Site has an irregular "triangle" configuration with approximately 2,100 feet of frontage on Pine Street and approximately 340 feet along "I" Street right-of-way. The "L" Street frontage area provides the primary point of accessibility to the ACW Site (Figure ES-4).

The ACW Site is currently zoned for industrial use and is a vacant lot, except for a Quonset hut and mobile office trailer used as part of the ongoing remedial efforts. The Site is entirely surrounded with chain-link fencing and is partially covered with vegetation. The westernmost portion of the Site where the former holding ponds were located is covered with a soil cap. In addition, several temporary containment cells are located on the central portion of the Site, which hold soil from the offsite soil removal action.



FIGURE ES-4. ACW SITE SIZE AND CONFIGURATION

Reuse Alternatives

The area in the immediate vicinity of the ACW Site includes the full range of land uses: residential, retail, office, manufacturing, industrial, and some public facilities such as parks and community centers. At the highest level, all of these uses were considered for the Site and discussed with interested stakeholders.

Based upon location, adjacent land uses, and overall accessibility, retail reuse has some potential, but it is significantly limited by the ACW Site's confined accessibility on Gimble Street. It may be possible to include some restoration-oriented retail (i.e., kitchen cabinetry, appliance shop, tile and carpet store) within the context of the ACW Site's future reuse.

Most Likely Future Reuse Alternative

Figure ES-5 illustrates the selected conceptual reuse alternative for the ACW Site, designated Concept 10: Passive Park with Commercial/Office/Residential. The recommended conceptual reuse plan will provide opportunities for economic development on a portion of the ACW Site and surrounding areas and the development of an open space/park that will act as a buffer for the residential properties to the south of the site. An open space/park facility will be developed on the Site in the area generally located north of the Pine Street and south of the proposed buildings on the south side of Gimble Street. A decorative fence will enclose the park facility and gateways will be developed at key entry points. A walking trail will be developed in the park and other facilities suitable for passive recreation may be developed. Facilities for a periodic farmers' market may be developed on the western side of the park facility. A parking area will be provided on the Site's western end and a permanently wet stormwater retention pond will be developed on the eastern end.

Development on the ACW site south of Gimble Street will consist of one and two story buildings with local retail/office/service uses. Residential use may be located in the second

story. Development will be limited to 100 feet south of Gimble Street and a building setback of 30 feet from the rear property line will be required to provide access and parking. Buildings fronting the north side of Gimble Street will be a maximum of three stories and will include office/retail/service/residential uses.

Buildings along Main Street will not exceed four stories. The commercial land uses that attract a regional and community wide market is encouraged but will not include big box retail type of development. A retail theme, such as the “renovation design district”, may be developed to attract businesses of a similar type and to market the area to the region. Residential uses on upper floors would be encouraged.

The local roads will be improved to facilitate redevelopment. Pine Street improvements will be limited to providing local access to properties fronting on Pine Street and portions of the right-of-way may be incorporated into the open space/park facility. Gimble Street will be reconstructed from Barrancas Avenue to “F” Street in a manner that inhibits speeding and does not result in creating a “cut through.” Main Street will be reconstructed in a design suitable for the western gateway to the downtown area. Side streets “L” “I” and “F” Streets will also be reconstructed with design similar to Main Street and Gimble Street.

Other improvements include an educational/historical resource building on the south side of Gimble Street. The facility will include educational exhibits about the history of the ACW Site. The facility will also include public restrooms and a snack shop. The existing treatment buildings will be relocated in architecturally compatible buildings.

To promote the redevelopment of the area, a Western Gateway Redevelopment District zoning classification will be created. The Western Gateway Redevelopment District classification will be similar to the City’s existing Waterfront Redevelopment District and will include a list of permitted uses that are of a character suitable to the classification as well as building and site development design requirements. Design requirements will include regulations to promote redevelopment of the district in a character and scale that is consistent with traditional neighborhood development principals. Upon City anticipated ownership of the ACW Site, the area of the Site designated for the open space/park facility will be rezoned to Conservation District to assure the continued public open space/park use of this property.

It is also recommended that the City designate of the general area as a Community Redevelopment Area and that a tax increment-financing district be established to fund infrastructure and redevelopment related improvements. A brownfields designation will be pursued for the general area to provide assistance and incentives to property owners to redevelop their properties. In addition, Economic Development incentives such as offered by the Enterprise Zone and the Commercial Façade Program will be offered to attract businesses to the area.

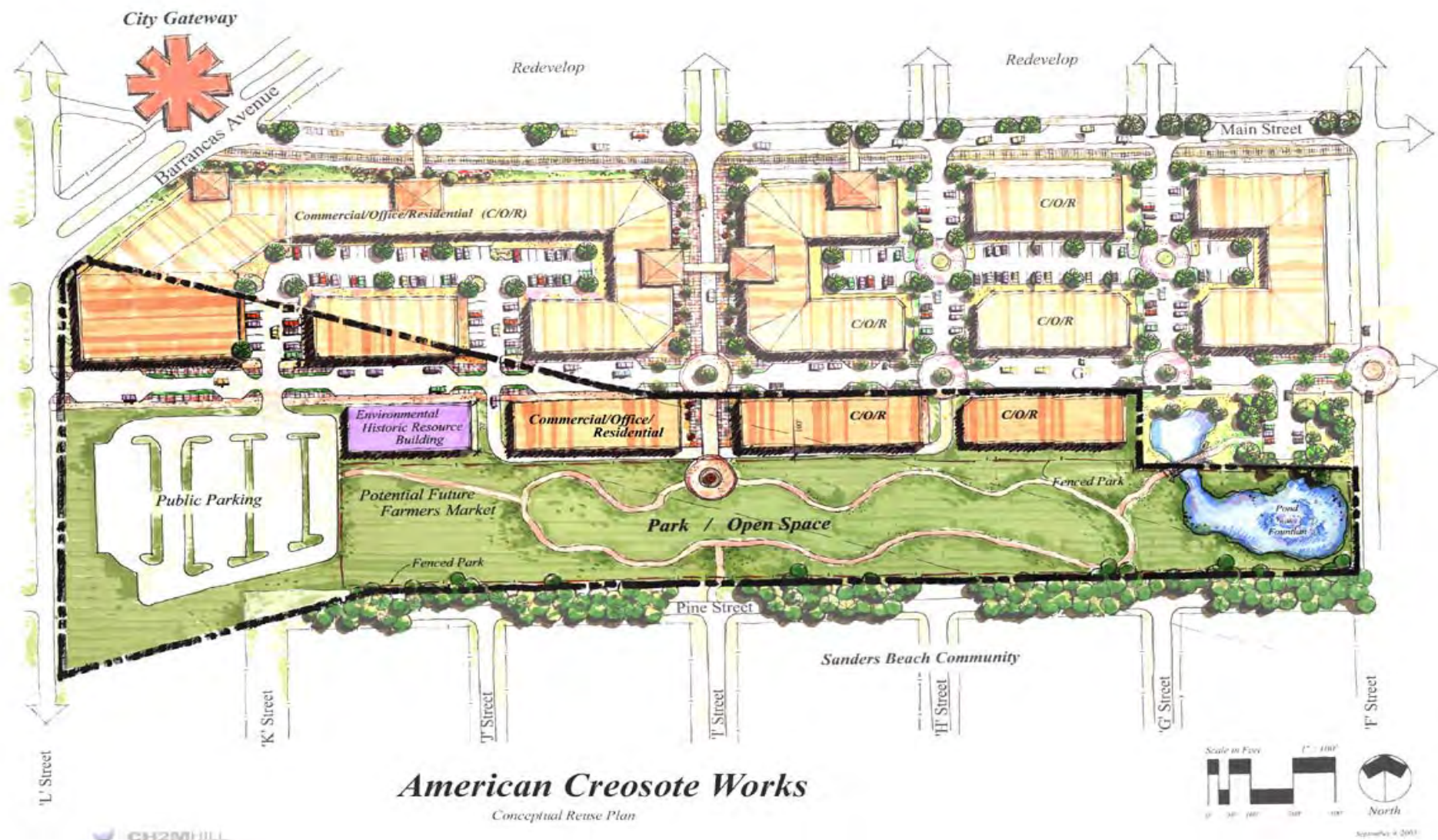


FIGURE ES-5. CONCEPTUAL REUSE PLAN: PASSIVE PARK/LIMITED COMMERCIAL/OFFICE/RESIDENTIAL

Additional reuse alternatives that were considered are outlined in Section 6, Reuse Alternatives. This conceptual reuse plan has been endorsed by the Sanders Beach Community Association and the Pensacola Area Chamber of Commerce, as well as the City's Enterprise Zone Advisory Board, Environmental Advisory Board, and the Planning Board.

1.0 Introduction

The City of Pensacola received a grant from U.S. Environmental Protection Agency (EPA) to prepare a conceptual reuse plan for the American Creosote Works (ACW) Superfund Site (Site). The City retained CH2M HILL and its subcontractor, Architectural Affairs, Inc., to assist the Community Development Department in performing the planning and design for the reuse of the ACW Site. The ACW Site Reuse Assessment (Assessment) included the collection and evaluation of information to develop assumptions regarding the reasonably anticipated future land use for the ACW Site. The assessment will serve as a tool to implement the Superfund Land Use Directive and will support the planning stages for the Site Response Action.

The goals and objectives identified for the project were to:

- Facilitate the reuse of the ACW Site upon completion of Site cleanup by EPA;
- Perform a reuse assessment to evaluate what future use(s) of the ACW Site would be most feasible and in the best interest of the surrounding area and the residents of the City of Pensacola;
- Identify and engage the community and interested stakeholders in drafting a development plan for the ACW Site;
- Produce a conceptual reuse plan for submission to EPA and City Council; and
- Assist in securing City Council approval for the conceptual reuse plan.

The Reuse Assessment involved collecting and evaluating information to develop assumptions about reasonably anticipated future land use(s) at the ACW Superfund Site. It provides a tool to implement the Superfund Land Use Directive and involves a review of available records, visual inspections of the property and discussions about potential future land use with local government officials, property owners and community members. Information gathered as part of the Reuse Assessment can be combined with other information on potential future land use obtained through the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) community involvement process and through dialogue with local and state officials.

1.1 Purpose of the Reuse Assessment

After the final remedy of the ACW Site is in place, it is reasonable to assume that its owners, local land use agencies, and the local community would prefer that the ACW Site be put to some reuse, rather than remain as a vacant lot. Reuse may result in income to the property owners, increased tax base and economic stimulus to the local government, and job creation and blight elimination in the local community. It is reasonable to assume that the reuses in this plan can be accommodated by the EPA-selected cleanup for the ACW Site. The selection of a cap remedy for the ACW Site, as outlined in this conceptual reuse plan, should allow for the construction of structures on

top of the cap. As part of the Superfund Land Use Directive, EPA will consider the most likely future reuse of the ACW Site while selecting and designing the Site Cleanup Remedy. It is important to note that EPA does not participate in local land use planning and zoning decisions. These decisions are solely the responsibility of the property owners, local planning and governmental agencies, and the local community.

1.2 Reuse Assessment Background

In July 1999, EPA established the Superfund Redevelopment Initiative (SRI) to help communities return Superfund sites to productive use. The SRI also supports EPA's current practice of considering future land use assumptions in cleanup decisions for properties such as the ACW Site. It also encourages the local community to communicate its future land use preferences for a property before EPA selects and implements a cleanup remedy. ACW Site reuse must occur without compromising final cleanup standards or the protectiveness of implemented response actions.

1.3 Implementation

The Superfund Land Use Directive develops future land use assumptions to support Superfund remedial actions for a property. Further, the Directive promotes early stakeholder discussions regarding alternatives for a property's potential reuse and supports the use of this information when considering and selecting environmental cleanup remedies.

Integrating realistic assumptions of future land use into Superfund response actions for a property is an important step toward facilitating reuse following cleanup. Implementation of the Superfund Land Use Directive at the ACW Site will be an important factor in achieving SRI objectives to support the ultimate objective of cleanup actions as a catalyst for returning the ACW Site to productive use. This Reuse Assessment will ensure that reasonable future land use assumptions are incorporated into the development, evaluation, and selection of response actions for the ACW Site.

The assumptions regarding reasonably anticipated future land use for the ACW Site may also be considered when developing the Engineering Evaluation/Cost Analysis. The future land use assumptions can support the development, evaluation and selection of specific response actions. The analysis supporting the assumptions of future land use for a property may be scaled and integrated within the scope of the response action.

1.4 Methodology: Approach to the ACW Reuse Assessment

The Reuse Assessment focused upon collecting and evaluating readily available information to develop assumptions about the reasonably anticipated future land use. The future land use of the ACW Site, including its potential reuse after cleanup, will be determined by local government officials and private stakeholders, not EPA.

A number of key questions were addressed in order to arrive at assumptions about future land use for the ACW Site. The information considered in the development of this Reuse Assessment is presented below. The information relevant for the ACW Site was determined by conditions at the Site and by the scope of the effort needed to properly assess the anticipated future use of land. Much of this information was readily available from existing documents, stakeholder interviews, and site visits. This information includes the following:

- History of the ACW Site: past use, ownership and title
- Current uses and indications of change: property and neighborhood uses, neighborhood character, land use trends, and local development activity
- Factors favoring or limiting future use: zoning and ordinances, applicable land use plans, property use restrictions, property boundaries, property size and access, environmental concerns and infrastructure requirements
- Key stakeholders and their views regarding reuse
- Community involvement in the reuse planning for the ACW Site: community influence to planning officials, expectations for reuse, reuse opposition, and alternative plan consideration.

1.5 Documenting the Reuse Assessment

The information gathered and the recommendations developed for the ACW Site have been summarized in this Conceptual Reuse Plan, which will be used by EPA when conducting the final remedy implementation for considering and developing the reasonable environmental cleanup remedies for the ACW Site. Restricted land use and institutional controls will be coordinated with local governmental and community officials to ensure their implementation and maintenance.

2.0 Current Conditions

2.1 Site Description

The ACW Site is located approximately 1.5 miles west of the historic downtown of the City of Pensacola. It is generally located between Gimble Street and Pine Street from “F” Street to “L” Street. At the western end of the property, the boundaries extend beyond Gimble and Pine Streets generally following the old railroad rights-of-way (**Figure ES-2**).

The ACW Site is currently vacant except for the wells involved with the groundwater cleanup at the Site and the associated structures. The only structure remaining on the ACW Site is a Quonset hut building (**Figure 2-1**) and a mobile office that are used as part of the groundwater cleanup effort. While these are “temporary” structures, permanent replacement structures will be erected and may remain on the ACW Site for several years (20+).



FIGURE 2-1. QUONSET HUT/TREATMENT COMPOUND

The site is secured with fencing and is currently accessible through a locked gate located at the western border of the Site. The ACW Site is currently undergoing active soil and groundwater remediation. To the south of the Site is a residential area known as Sanders Beach and the Pensacola Yacht Club (PYC). Further south is Pensacola Bay. Businesses located directly north of the Site include Distinctive Kitchens, Wickes Lumber, Pensacola Wood Treating and Grover Bailey Tomato House. Further north is a mixture of commercial and residential land uses. To the east is Bell Steel, Joe Patti Seafood, and several other seafood related businesses. Rick’s Auto Repair shop is located along “L” Street just west of the Site.

The ACW Site is generally flat with elevations ranging from 12 to 14 feet above sea level. The property generally slopes to the east and south.

2.1.1 Boundaries of Area of Analysis

For purposes of the Reuse Assessment, a study area was designated that encompasses not only the ACW Site, but also the surrounding properties. This study area was generally bordered to the west by Pace Boulevard, to the north by Government Street, to the east by “A” Street, and to the south by Pensacola Bay. This area consists primarily of residential, commercial office, manufacturing, and light industrial facilities.

In addition to the analysis of the area described above, the reuse of the ACW Site may positively affect the waterfront redevelopment in the downtown area to the east of the Site.

2.1.2 ACW Site Layout

The ACW Site is approximately 18 acres in size, which includes the former ACW facility as well as a railroad right-of-way and a private property to the southwest (**Figure ES-2**). The Site runs approximately 2,100 feet along Pine Street, with 1600 feet of frontage along Gimble Street, 600 feet along "L" Street, and 200 feet along "F" Street. The ACW Site is separated from the northwest to the southeast by the former Burlington Northern Railroad. Overall, the ACW Site has an irregular, elongated triangle shape with dimensions that are reasonable to support reuse and development.

2.1.3 Adjacent Properties

Several significant properties and facilities are located immediately adjacent to the ACW Site. These facilities represent both the positive recent redevelopment within the area and the presence of long-term stable business enterprises. In a similar manner, the study area includes many significant facilities and businesses that reinforce the fact that this area study would support a positive future reuse of the ACW Site.

As described above, the ACW Site is located within a developed area of Pensacola. Other uses include residential, retail and manufacturing activities. The following is a description of some of those uses.

Wickes Lumber is located immediately north of the ACW Site between "F" and "I" Streets (**Figure 2-2**). In addition to the sale of lumber and related products, trusses are constructed at this location. The



FIGURE 2-2. WICKES LUMBER

The lumber used in the truss construction is delivered by train from a spur located at "F" and Main Streets. This is one of the businesses that uses the tracks located on the south side of Main Street. Wickes Lumber Co. currently leases the property.

Distinctive Kitchens is located north of the ACW Site south of Main Street and east of Barrancas Avenue. This retail store/warehouse specializes in high-end kitchen appliances and products.

Bell Steel Co. is a steel manufacturing facility located east of the Site, south of Main Street. Bell Steel has been fabricating structural and miscellaneous steel for over 40 years at this location. They specialize in commercial and industrial projects for domestic and export.

Joe Patti Seafood (Figure 2-3) is one of the largest tourist attractions in Pensacola and is located east of the ACW Site, south of Main Street along the waterfront. Joe Patti's Seafood Company originated in 1931 from the home of Captain Joe and his wife Anna. In the early days, the business consisted of selling fresh bay shrimp, primarily for fish bait. In 1935, Joe Patti's Fish Market was established.



FIGURE 2-3. JOE PATTI SEAFOOD

The **Sanders Beach** community is that portion of the study area located south of the ACW Site. It is primarily a residential area consisting of mostly single family homes. Recently, this area has started a resurgence and homeowners are making improvements to their properties. The neighborhood is characterized by quiet, tree-lined streets and a beach along the northern shore of Pensacola Bay.

The **Pensacola Yacht Club** is located south of the Site, south of Cypress Street and west of "K" Street. The Pensacola Yacht and Motor Boat Club was originally organized in 1908. The State of Florida officially chartered it as the Pensacola Yacht Club in 1910. The present club location was purchased in 1948 from the J. M. Muldon estate. A portion of the PYC property was contaminated from discharges from the ACW Site. The removal of the contaminated soils is currently underway. The soils are being excavated and placed on the ACW Site for containment.

Sanders Beach Community Center is also located south of the ACW Site, south of Cypress between "I" and "J" Streets. This is a City of Pensacola Parks and Recreation Department facility consisting of a series of meeting rooms, tennis courts, picnic shelters, and a beach on Pensacola Bay.

Grotto Hall is located just west of the Sanders Beach Community Center and is the club house of the local Shriners' Temple.

2.1.4 Ownership and Conditions of Title

The 18-acre Site has three separate landowners: American Creosote Works, Inc., the Alabama & Gulf Coast Railroad, and John Barksdale (**Figure 2-4**). Additionally, the right-of-ways within the site are dedicated to the City of Pensacola.

American Creosote Works, Inc. filed for reorganization in bankruptcy court in May 1982. In 1984, EPA, the Florida Department of Environmental Protection (FDEP), and American Creosote Works, Inc. agreed to a stipulation that half of the proceedings of any sale or lease of the property would go to EPA and FDEP. The remainder would go to the Savings Life Insurance Company, which holds a mortgage on the property. The bankruptcy court approved this stipulation in 1988. The other properties appear to have clean titles.

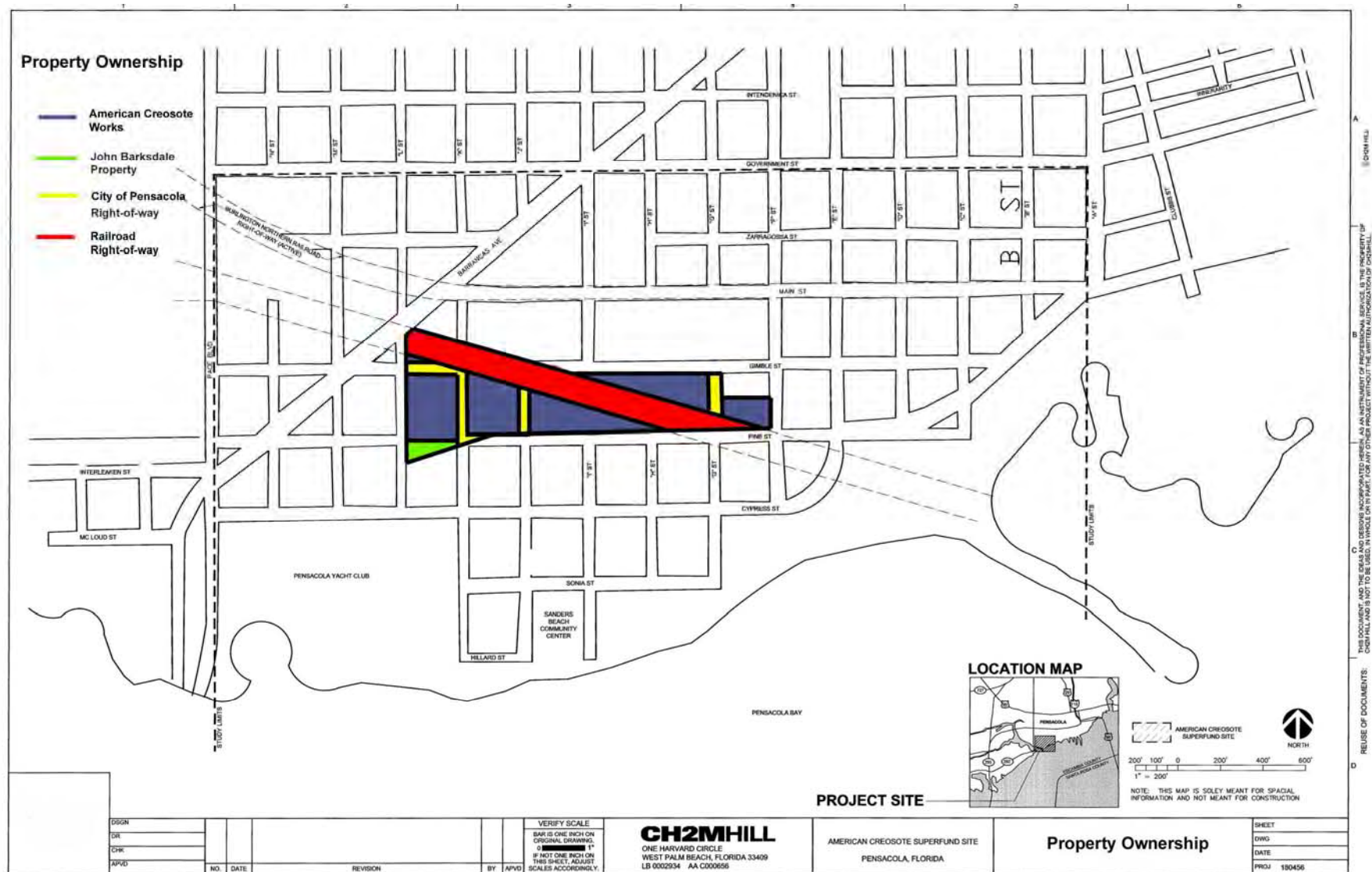


FIGURE 2-4. Property Ownership

2.2 Zoning – ACW Site and Adjacent Properties

Within the study area there are ten zoning districts (**Figure 2-5**). Four of the zoning districts are residential (R1A, R1AA, R2, and R2A), three districts are commercial (C1, C2, and C3) and two are industrial (M1 and M2). The tenth district is a combination residential and commercial (RC). The uses permitted within each zoning district are outlined in Table A-1 located in **Appendix A**.

The Sanders Beach Community is predominately residentially zoned with R1AA, R2, and R2A. A portion of the PYC is zoned C2. The area immediately west of the Site is zoned industrial, while the area immediately east is zoned residential. Further east along the waterfront, the property is zoned industrial. To the north, properties are zoned a mixture of residential, commercial, and industrial.

With the current zoning, the Sanders Beach community could be redeveloped with residential densities from 12.4 units per acre to 35 units per acre. The industrial zoning would allow a wide variety of uses ranging from community correctional centers and fertilizer storage/sales warehouse to schools and libraries.

2.3 Relevant Infrastructure

2.3.1 Streets

Pine Street is located adjacent to the ACW Site on the south side and a portion of the right-of-way passes through the Site on the west end. A one-block length of the right-of-way between “K” and “L” Streets has been vacated. Adjacent to the ACW Site, the Pine Street right-of-way is unimproved and consists of an informal dirt road.

Gimble Street is located adjacent to the ACW Site on the north side and a portion passes through the ACW Site on the west end. Except for a short half block section on the east end, adjacent to the ACW Site, Gimble Street is unimproved and consists of a dirt road.

Access to the ACW Site is possible from “F” and “L” Streets. Both of these streets are improved two-lane local streets.

Crossing the ACW Site in a north-south direction are the “J” and “K” Streets rights-of-way. Neither right-of-way is improved. North of the ACW Site, the “K” Street right-of-way has been vacated between Gimble and Main Streets. “J” Street right-of-way between Gimble and Main Streets is not improved but is used for access to businesses on both sides of the right-of-way.

The five streets that approach the Site from the south (“G”, “H”, “I”, “J”, and “K” Streets) end at the Pine Street right-of-way. The end of the pavement stops abruptly and does not include paved turning features such as cul-de-sacs or T-turnarounds.

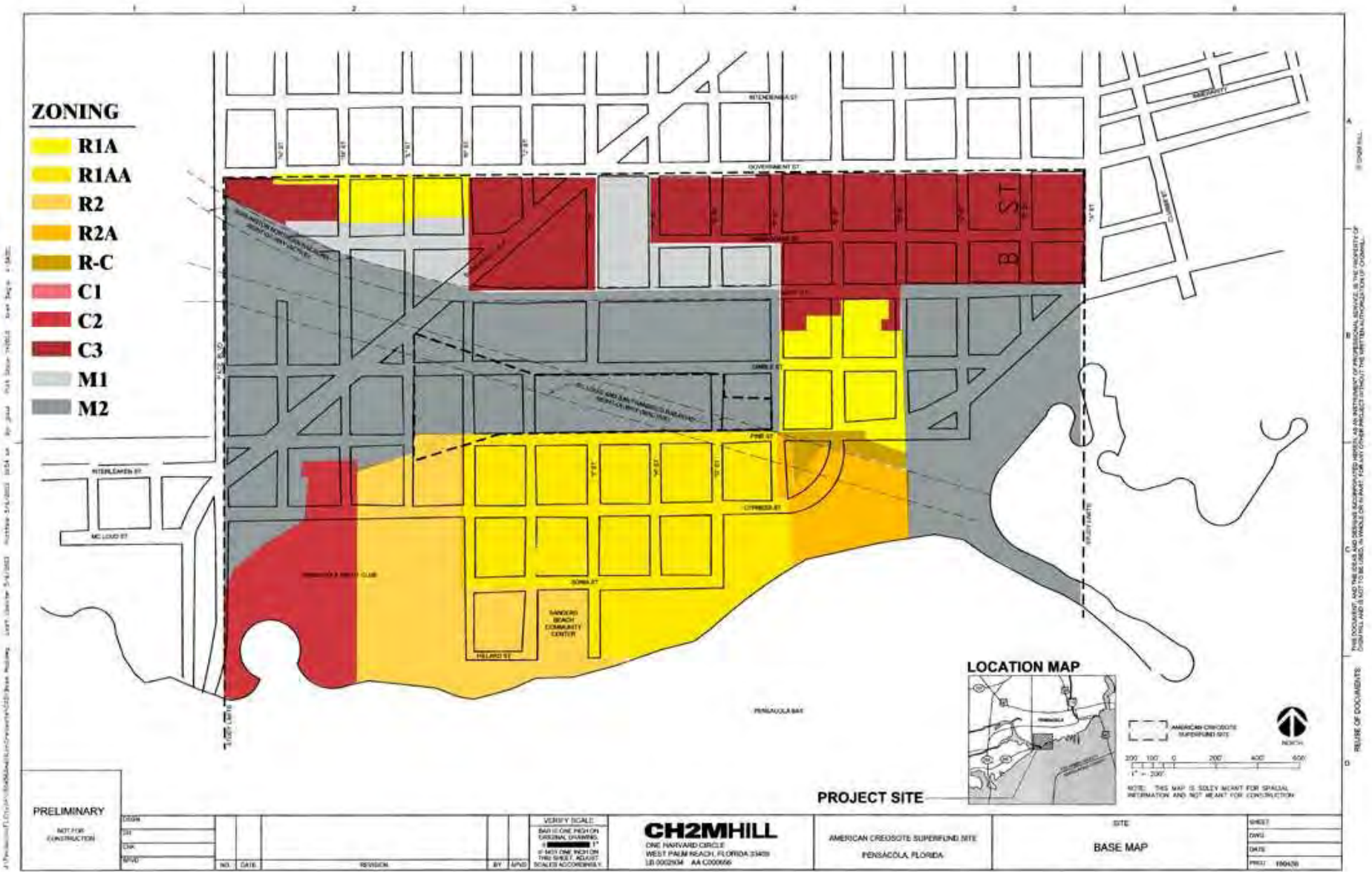


FIGURE 2-5. ZONING

The northwest corner of the ACW Site fronts on Barrancas Avenue. This is an improved four-lane arterial road. Barrancas Avenue provides access to the Pensacola Naval Air Station and to the Downtown Pensacola area.

The other major street in the area is Main Street. Main Street is a major thoroughfare into the downtown area. In the vicinity of the Site, Main Street is designed as a two-lane local road that shares a railroad track in the right-of-way.

2.3.2 Water

The Escambia County Utilities Authority (ECUA) provides potable water to the Site. The Site is served by water from several points (**Figure 2-6**). An 8-inch water line crosses the Site in the "J" Street right-of-way. A 6-inch line crosses at H Street. A 6-inch line is located in the Gimble Street right-of-way between "F" Street and "J" Street.

The surrounding neighborhood is also completely served with potable water. Depending on the future development, some of the smaller waterlines may need to be replaced with larger ones.

2.3.3 Sanitary Sewer

ECUA is also responsible for sewer service to the ACW Site. Several gravity sewer lines are adjacent to the Site (**Figure 2-6**). A force main is located on Main Street.

2.3.4 Drainage

Historically, a portion of the ACW Site drained to the south through the PYC. The U.S. Army Corps of Engineers is currently controlling drainage at the site during on-site soil disposal using best management practices. There are two 30-inch concrete drainage pipes conveying stormwater along "L" Street as well as underground pipes running along Main Street, Barrancas Avenue, "A", "B", "E", "F", and "G" Streets directing water to Pensacola Bay.

2.3.5 Electricity

The Gulf Power Company provides electrical power.

2.4 Private Participation

Citizen groups are encouraged to undertake private actions for Community improvement, such as:

- Promoting street tree planting programs within publicly owned parkways and other appropriate areas; and
- Sponsoring cleanup and beautification programs.

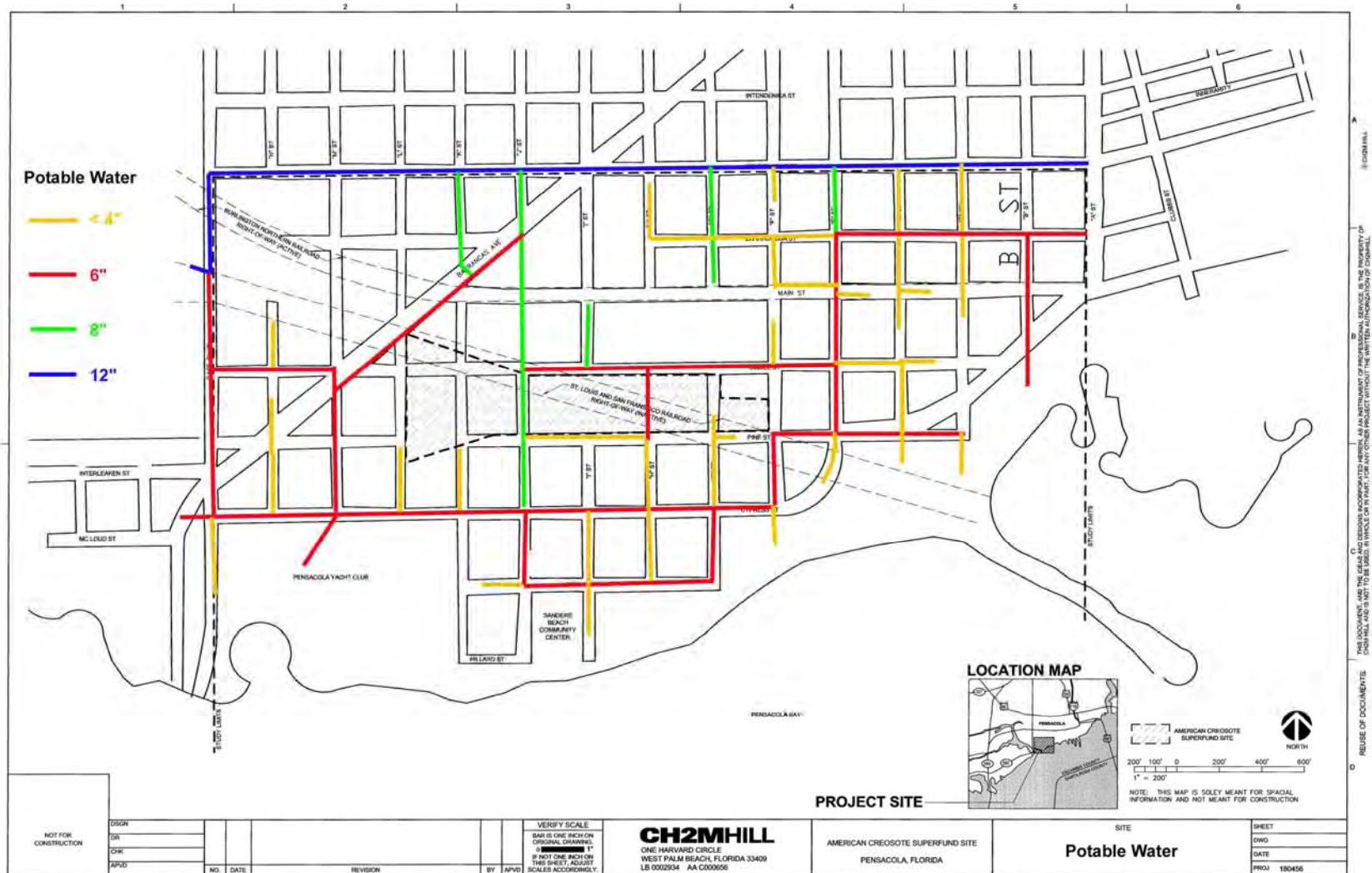


FIGURE 2-6. POTABLE WATER

2.5 ACW Site History Synopsis

The ACW facility started operations in 1902. Two features made the ACW Site very desirable: access to rail and access to water. Lumber was a major product shipped through the Port of Pensacola in the nineteenth and early part of the twentieth centuries. It was natural that a wood preserving operation would be located in such an area. The area was sparsely developed at that time.

The area remained sparsely developed to the mid twentieth century. **Figure 2-8** is an aerial photograph of the Bayou Chico area of Pensacola in December 1940. The ACW Site is highlighted, as well as some of the rail facilities in the area. The area to the west of the Site is undeveloped except for the Pensacola Shipyard on Bayou Chico. The property surrounding the ACW Site, i.e. Sanders Beach, has limited tree cover and few houses. This indicates that the development of the Sanders Beach Community started more recently.

The 1951 aerial photograph in **Figure 2-9** shows the same area 11 years later. Large areas of once vacant land are now developed. The tree cover in the Sanders Beach area to the south of the ACW Site is increasing as well as the number of homes and businesses. Rail still plays a major roll in the development and activities of the area.

Figure 2-10 is an aerial photograph that shows the area in 1968. The expansion of development is essentially complete, except for in-fill types of projects. The tree cover has expanded and numerous buildings can be identified. The present day character of the study area has been established.

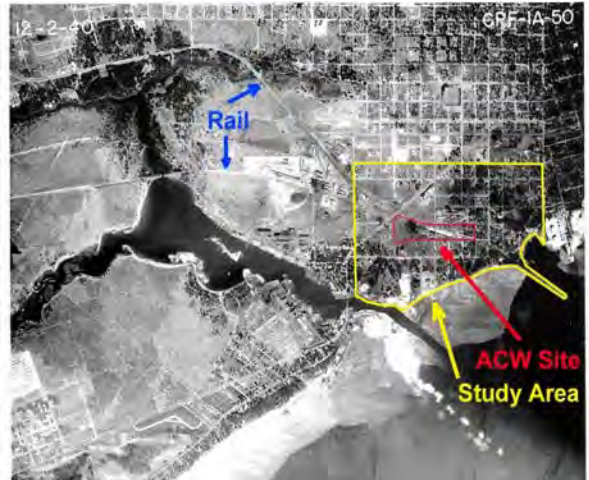


FIGURE 2-8. BAYOU CHICO 1940 AERIAL PHOTOGRAPH



FIGURE 2-9. BAYOU CHICO 1951 AERIAL PHOTOGRAPH



FIGURE 2-10. BAYOU CHICO 1968 AERIAL PHOTOGRAPH

2.5.1 Rail

The first railroad in Pensacola was a line from Pensacola to Montgomery, Alabama, completed in May 1861. Known as the Alabama & Florida Railroad, it was first organized in 1853 and consisted of two different railroads, one in Florida and one in Alabama. The Alabama and Florida Railroad in Florida went bankrupt in 1868. The City of Pensacola, as the major stockholder, sold it to the new Pensacola & Louisville Railroad for \$55,000. The Pensacola & Louisville built a 2,000-foot wharf in Pensacola Bay. In 1880, the Louisville and Nashville Railroad purchased the capital stock and property of the Pensacola Railroad.

Construction of the Pensacola & Atlantic Railroad began in 1881. The Louisville and Nashville Railroad underwrote the cost of that construction. This gave Pensacola its first rail route to the east.

In 1885, the City Directory described the various railroads that served Pensacola. The Louisville and Nashville Railroad in Florida ran from Pensacola north to Flomaton or Pensacola Junction, 44 miles, where it connected to go north, east and west. The Pensacola and Atlantic Railroad, which was owned by the Louisville and Nashville Railroad, ran from Pensacola east to River Junction near Chattahoochee, 161 miles east, where it connected with the Florida Railway & Navigation Co. and the Savannah, Florida and Western Railway to go east and north.

In addition, the Pensacola, Alabama and Tennessee Railroad Company was constructed to Muscogee and Mill View in Pensacola and had dock facilities for 16 vessels in 25 feet of water.

The Pensacola and Perdido Railroad ran from Pensacola to Millview on Perdido Bay, 10 miles, and was used largely in the transportation of lumber, although regular passenger trains also ran. The St. Andrew's Bay and Chipley Railroad, which at that time was being constructed from Chipley, on the Pensacola and Atlantic Railroad, 120 miles east of Pensacola, south, 50 miles to St. Andrew's Bay on the Gulf of Mexico; and the Pensacola and Memphis Railroad was recently chartered, and which was, when completed, an air-line road between the two cities.

In addition, in 1885, the Pensacola Street Car Company had 3.5 miles of track in the city and ran seven cars.

In 1876, the St. Louis & San Francisco Railroad Company, also known as the Frisco, was incorporated. The name of the company was changed to the St. Louis - San Francisco Railway Company in 1916 during bankruptcy reorganization. At that time, Frisco did not have access to the Gulf of Mexico. In the early 1920s, the Muscle Shoals, Birmingham and Pensacola Railway were in financial trouble. The Frisco bought that railroad's Kimbrough, Alabama, to Pensacola, Florida, line and its dock facilities in July 1925. In December 1926, the line was extended to Aberdeen, Mississippi. Regular through service from Kansas City and St. Louis to Pensacola started on September 2, 1928. The train was known as the Sunnyland and had diner and pullman service.

The Frisco merged with the Burlington Northern Railroad in November 1980. Burlington Northern merged with the Santa Fe in 1995 to become the Burlington Northern – Santa Fe Railroad.

The Pensacola & Perdido Railroad originally owned the track that is part of the American Creosote Works Superfund Site. It was then owned by the Gulf Port Terminal Railway and then by the St. Louis – San Francisco Railroad. One reference states that the route now belongs to the Alabama & Gulf Coast Railroad.

In 1985, EPA sent a notice to Burlington Northern Railroad requesting removal of a railroad spur line along their right-of-way on the ACW Site. The railroad company completed this work in 1986.

2.5.2 Demographics

The ACW Site and the study area are located within Census Tract 3 (Figure 2-10). While the census information for Census Tract 3 includes more than the study area, it does provide an insight to the demographics of the area. The total 2000 population within Census Tract 3 is 3,131. This is 5.6 percent of the City's total population 56,255 (U. S. Department of Commerce 2002) The area is almost evenly divided between males and females. Of the total population, 1,513 or 48.3 percent are male and 1,618 or 51.7 percent are female (Figure 2-12).



FIGURE 2-11. CENSUS TRACT 3

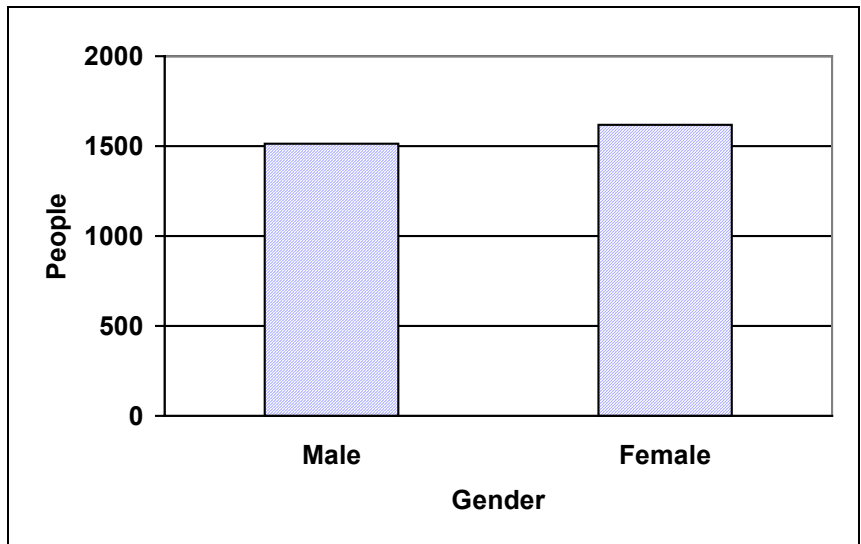


FIGURE 2-11. MALE/FEMALE CENSUS

An important indicator of the character of a neighborhood is the population by age group. **Figure 2-13** summarizes the distribution of age groups. The largest groups are the 35 to 44 and the 45 to 54 age groups. The third largest is the 15 to 24 age group. This is not surprising as it reflects the children of the two largest groups. The large 25 to 34 age group suggests that

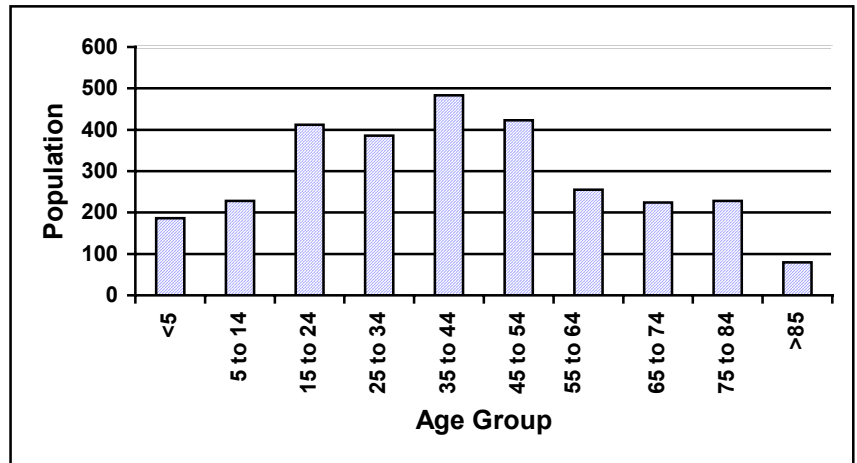


FIGURE 2-13. AGE DISTRIBUTION

this area is also popular with young adults. The data suggest that this group has few children based on the small numbers for the less than 5 and the 5 to 14 age groups. Seventeen percent of the people in this census tract are over 65. This is in agreement with the citywide average of 17.2 percent. The percent of children under 5 years of age is also consistent with the City average (5.4 percent vs. 5.7 percent; U. S. Department of Commerce 2002). The data indicate that there is a small demand for tot-lot type of recreation facilities. The demand for active recreation facilities is probably small as well. Over the next 20 years, the neighborhood is projected to continue aging.

The community in Census Tract 3 appears to be racially balanced (**Figure 2-14**). Of the total population, 53.2 percent of the population is Caucasian, 42.8 is African American, and the remainder is Native

American or Asian. This distribution of races is different from the City's, which is 65 percent Caucasian, 31 percent African American, and 5 percent others (U. S. Department of Commerce 2002).

There are 1,538 housing units in the area. The area has an 85 percent occupancy rate with 230 vacant units. Of the occupied units, 53.7 percent are owner-occupied and 46.3 percent are renter-occupied

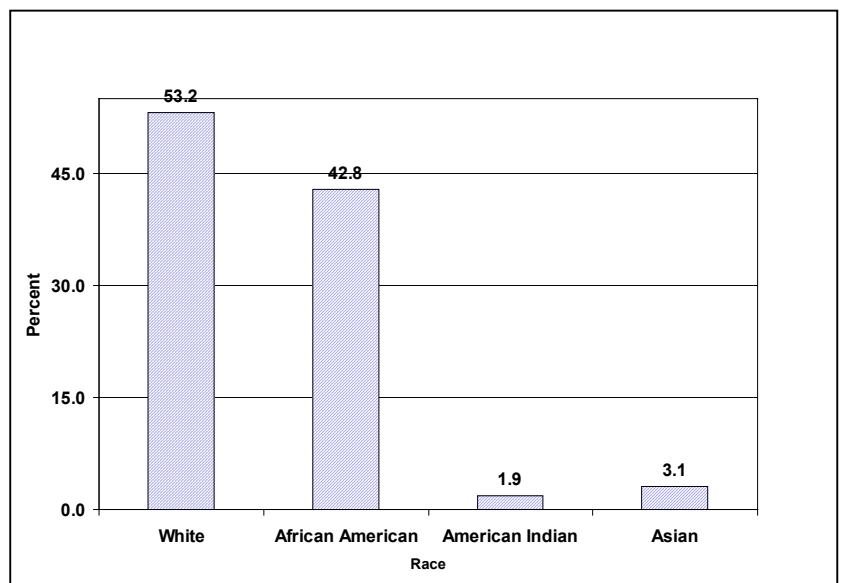


FIGURE 2-14. RACE DISTRIBUTION

(**Figure 2-15**). This may be directly related to the lower income levels in the area, specifically north of Main Street.

It is important to understand the demographics of the area to project the future needs and demands of the neighborhood. Employment opportunities for the young adults may be a more important issue in this area than active recreation facilities. Increasing the percent of owner-occupied homes is important in stabilizing a neighborhood. Home ownership increases one's commitment and pride in a neighborhood. Stable employment and good urban design will increase the value of the homes and usually home ownership.

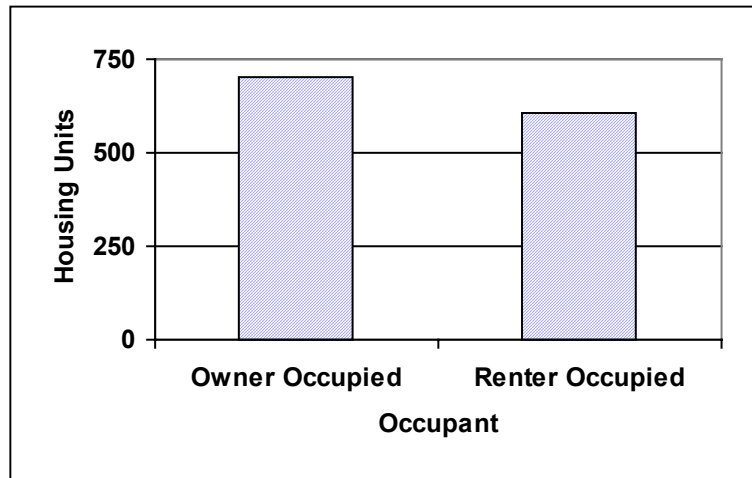


FIGURE 2-15. HOUSING OWNERSHIP

2.5.3 Environmental History

This section briefly describes the history of investigations at the ACW Site. A detailed summary of previous investigations can be found in the *Amended Record of Decision (AROD) Operable Unit 1, American Creosote Works Site, Pensacola, Escambia County, Florida* (EPA, 1999).

As previously indicated, wood-preserving operations were carried out at the ACW facility from 1902 until December 1981. Prior to 1950, creosote was used exclusively to treat poles. Use of PCP started in 1950 and steadily increased in later years of operation. Dioxins, a common impurity in commercial grade PCP, were also detected at the ACW Site (EPA, 1999).

Four former surface impoundments (**Figure 2-16**) were located in the western portion of the ACW facility. The Main and Overflow Ponds, located adjacent to "L" Street, were used for disposal of process wastes. Prior to about 1970, wastewater in these ponds was allowed to overflow through a spillway, flow through the streets and storm drains into a ditch on the PYC property, and from there flow into Bayou Chico and Pensacola Bay. In later years, liquid wastes were drawn off the larger lagoons and collected in the smaller Railroad Impoundment and Holding Pond or were spread on the ground in designated "Spillage Areas" onsite. However, the ponds overflowed during periods of heavy rainfall (EPA 1999). **Figure 2-17** presents the former ACW Site layout.



FIGURE 2-16. FORMER HOLDING PONDS AT THE ACW SITE

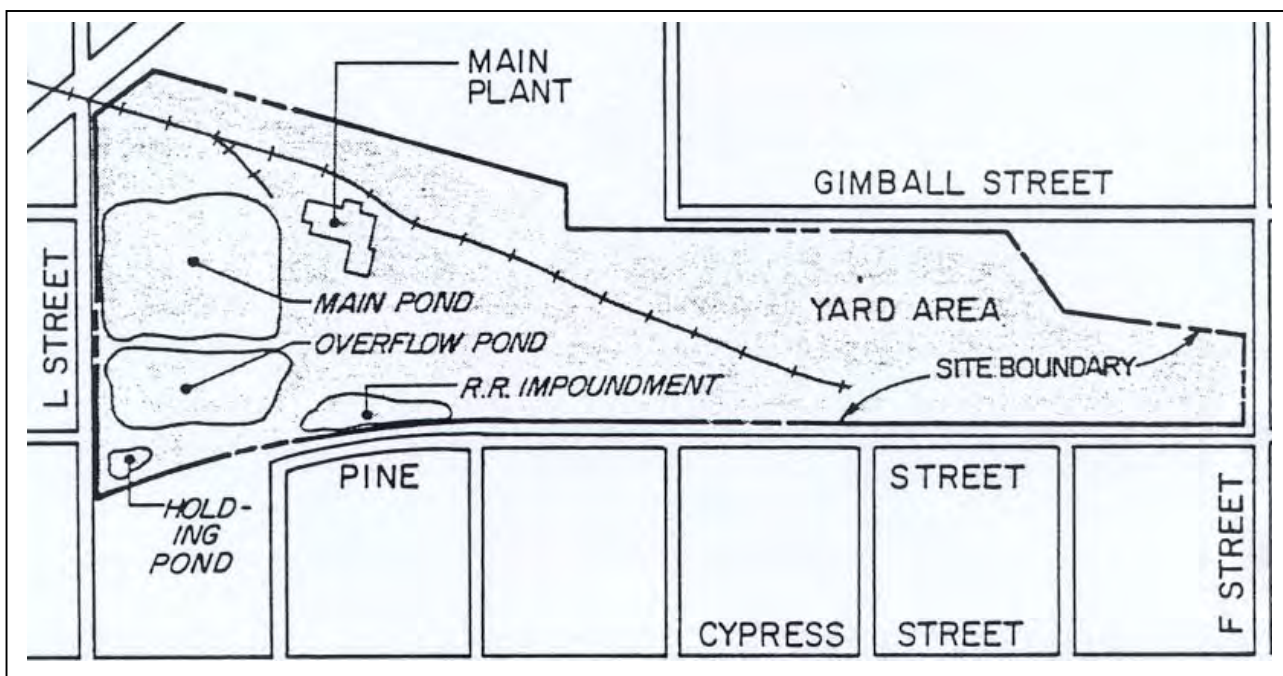


FIGURE 2-17. ACW HISTORICAL SITE LAYOUT

In 1980, the City of Pensacola found oily creosote-like material in the groundwater near the intersection of “L” Street and Cypress Streets. In 1981, the U.S. Geological Survey (USGS) installed nine groundwater monitor wells in the vicinity of the Site. Samples taken from those wells revealed that a contaminant plume was moving in a southerly direction toward Pensacola Bay (EPA 1999). EPA placed the Site on the National Priorities List (NPL) in 1983.

Throughout 1981 and 1982, Florida Department of Environmental Regulation (FDER; predecessor of the Florida Department of Environmental Protection [FDEP]) encountered difficulty with ACW’s compliance efforts, and in March 1982, ACW announced that environmental regulations were forcing the company to go out of business. As a result, the Florida Department of Environmental Regulation (FDER; predecessor agency to FDEP) filed a Petition for Enforcement and Agency Action and a Complaint for Permanent Injunction and Civil Penalties in April 1982 because of ACW’s failure to make progress toward compliance. One month later, in May 1982, ACW, Inc. of Florida filed for reorganization in bankruptcy court. In 1984, the parties presented a stipulation to the court for approval. The stipulation provided that half of the proceeds of any sale or lease of the ACW property would go to EPA and FDER. The remaining 50 percent would go to the Savings Life Insurance Company which holds a mortgage on the property in the principal sum of \$675,000. The stipulation was approved and entered by the court in 1988 (EPA, 1999).

EPA conducted a Superfund investigation in 1983 to sample onsite soil, wastewater sludge, drainage ditch sediment, and groundwater. The major contaminants identified were polynuclear aromatic hydrocarbons (PAHs), common constituents of creosote. Later that year, the Main and Overflow Ponds were threatening to overflow due to heavy rains and flooding, so EPA performed an emergency cleanup to prevent

contamination from migrating offsite. The emergency action involved draining the lagoons, treating the wastewater, solidifying the sludge in the lagoons with lime and fly ash, and constructing a temporary clay cap over the lagoons (EPA, 1999).

In 1985, EPA completed a Remedial Investigation and Feasibility Study (RI/FS, EPA 1985). Based on this study, EPA signed a Record of Decision (ROD) in September 1985 that called for construction of an onsite landfill in which all contaminated surface soil, sludge, and sediment would be disposed. Groundwater cleanup was not included in this ROD. However, FDER did not concur with this decision, citing the need to evaluate additional treatment technologies (EPA, 1999).

Consequently, EPA performed an additional study in 1988 (the Post-RI) to provide further information on the extent of contamination in surface soil. Based on the results of this study, EPA completed a revised risk assessment and a “Post-FS” and signed a ROD in 1989, which selected bioremediation for treatment of contaminated surface soil. The 1989 ROD called for treatability studies to be conducted during the design to determine the most effective type of biological treatment. While these studies indicated that slurry-phase biotreatment was more effective than solid-phase treatment (landfarming) for addressing many Site-related compounds, neither technology was effective at destroying PCP and some carcinogenic PAHs (EPA, 1999). For this reason, EPA issued an AROD to select another cleanup plan for addressing soil, sludge, and sediment contamination at the Site.

Several additional field studies were conducted following the 1989 ROD to better characterize the extent of dioxin, PCP, and PAH contamination in groundwater, solidified sludge, soil, surface water, and sediment. These include a Phase II RI (September 1990), Phase III RI (August 1991), a Dye Dispersion and Sediment Sampling Study (September 1991), Supplemental Site Characterization Study and Treatment Study (November 1991), Phase IV (February 1994), and Sanders Beach Community Area Study (December 1997).

EPA also completed a supplemental risk assessment and FS in 1993 that addressed groundwater, solidified sludge, and subsurface soil. Based on the results of these studies, EPA selected a groundwater cleanup plan in 1994 that called for extraction and recycling of dense non-aqueous phase liquids (DNAPLs) followed by in-situ/ex-situ biological treatment of contaminated groundwater (EPA, 1999). Construction of the DNAPL recovery system was completed in September 1998, and the system is currently being operated for EPA by the U.S. Army Corps of Engineers, Mobile District.

Figure 2-18 presents the current layout of the groundwater treatment system.

The AROD submitted in 1999 called for consolidation and containment of contaminated sludge, soil, and sediment beneath an onsite surface cap. The cap will isolate the Site as a source of groundwater and surface water contamination and reduce the risks associated with exposure to the contaminants.

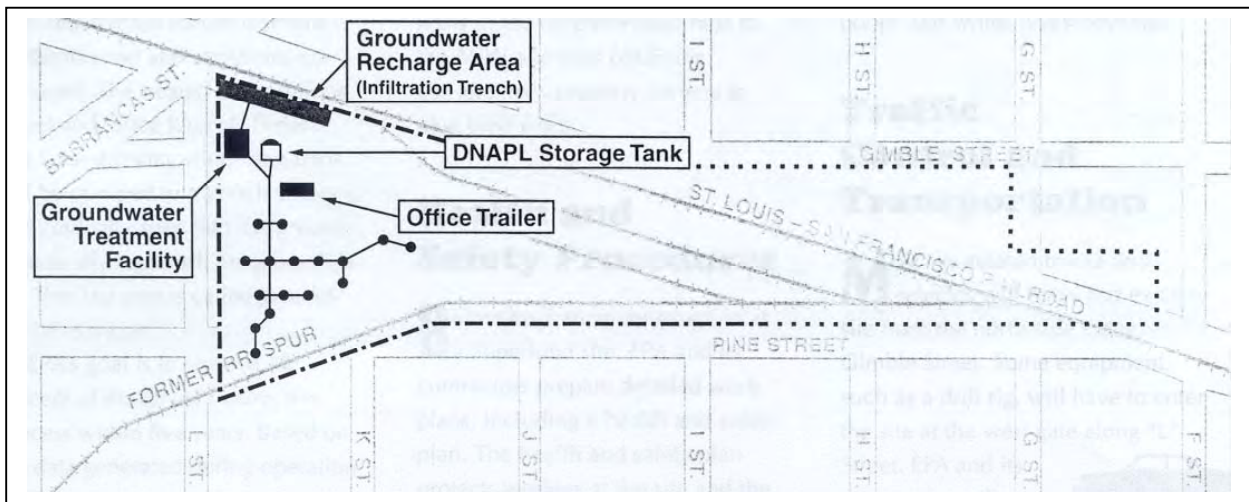


FIGURE 2-18. GROUNDWATER TREATMENT LAYOUT AT THE ACW SITE

2.5.4 Summary of Ongoing Investigations

In the first quarter of 2003, a one-block section of Pine Street, from “I” to “J” Streets, was excavated to remove soils contaminated with dioxin. The contaminated soils were placed on the Site to be included in the capping of the Site.

In the third quarter of 2003, remediation was completed at the following sites:

- PYC and an associated drainage ditch (delayed due to the high water table)
- 10-unit Yachtsman Cove Condominium at the corner of “L” and Cypress Streets
- Parcel owned by ECUA
- Private parcel west of the ECUA property on Cypress
- Vacant lot north of the Site and adjacent to an appliance store
- Private residence southeast of the ACW Site
- Portions of Gimble Street between “K” and “G” Streets

With the completion of the above remediation efforts, the remaining contamination is contained on the ACW Site. The surface soil on the Site exceeds the EPA industrial remedial goals of 2.5 parts per billion (ppb) for dioxin and 50 parts per million (ppm) for carcinogenic PAH. The ROD estimated 24,000 cubic yards (cy) of contaminated soil. The estimated volume of stabilized sludge located on the western end of the Site above the water table (to a depth of 6.5 feet below land surface) is estimated to total 50,700 cy. Soil borings indicate that PAH contamination extends to a depth of a least 60 feet.

2.5.5 Summary

- The soil beneath the Site is contaminated mainly with PCP, dioxins, and PAHs. DNAPL is present in the groundwater beneath the ACW Site.
- Based upon the extent of contamination, no areas of the ACW Site are available for reuse and development until a soil remedy is implemented.

- Due to the known environmental conditions at the Site, it is likely that the Site will be capped and future land uses or activities may be restricted due to the limitations imposed by remedial action.
- The existing groundwater monitoring wells located onsite and the possibility of locating future monitoring wells or treatment plants for the groundwater remedy onsite may need to be taken into considerations for property reuse alternatives and accommodated for within the ACW Site land use plan and building placement.
- It is likely that institutional controls may be imposed as part of the remedial actions for the ACW Site that may impact future land reuse and development.

3.0 Planning and Zoning Considerations

As part of the Reuse Assessment, CH2M HILL examined the future planing and zoning of the study area. The results are summarized in the following sections.

3.1 Applicable Local and Regional Jurisdictions

The four primary governmental agencies with regulatory jurisdiction are:

1. City of Pensacola;
2. Escambia County;
3. Northwest Florida Water Management District; and
4. Florida Department of Environmental Protection

The City of Pensacola primarily has the planning and land development regulatory responsibility for the ACW Site.

3.2 Comprehensive Plan

(Note: The following subsections (3.2.1 through 3.2.5) are excerpted from the City of Pensacola Comprehensive Plan prepared by the City of Pensacola Department of Community Design and Planning, dated November 2000).

The State of Florida requires all local governments to adopt a comprehensive plan. All land development regulations and land development permits must be consistent with the comprehensive plan. In addition, a denial of a land development permit must be consistent with the comprehensive plan. Florida Courts have overturned permit approvals and denials that were inconsistent with the adopted local plan.

The comprehensive plan consists of several elements. These elements include:

1. Future Land Use
2. Transportation
3. Recreation and Open Space
4. Conservation
5. Housing
6. Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge
7. Coastal Management
8. Intergovernmental Coordination

9. Capital Improvements

10. Public School Facility

Comprehensive plans are also required to be internally consistent. All of the goals, objectives, and policies that are found in each of the elements must be consistent.

An adopted comprehensive plan can be amended twice a year (there is an exception for small scale future land use map amendments less than 10 acres in size). The amendment process typically takes about nine months.

The City of Pensacola's comprehensive plan has jurisdiction over the ACW Site and the surrounding area. The following is a summary of some of the goals, objectives, and policies of the City's comprehensive plan that are applicable to the ACW Site and the surrounding area. A copy of the complete Comprehensive Plan for the City of Pensacola can be obtained from the City's Community Development Department at City Hall.

3.2.1 Future Land Use Element

Goal 1: The City of Pensacola shall maximize the use of land both from an economic standpoint and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.

Objective 1.1: The City shall specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy 1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

- Conservation District
- Residential Districts
- Office District
- Residential/Neighborhood Commercial Districts
- Commercial Districts
- Industrial Districts
- Neighborhood Districts

3.2.2 Future Land Use Map

The Future Land Use Element includes a Future Land Use Map that shows the distribution, location and extent of the various land use categories. The goals, objectives, and policies in the Future Land Use Element supplement the map. **Figure 3-1** shows the portion of the Future Land Use Map within the study area.

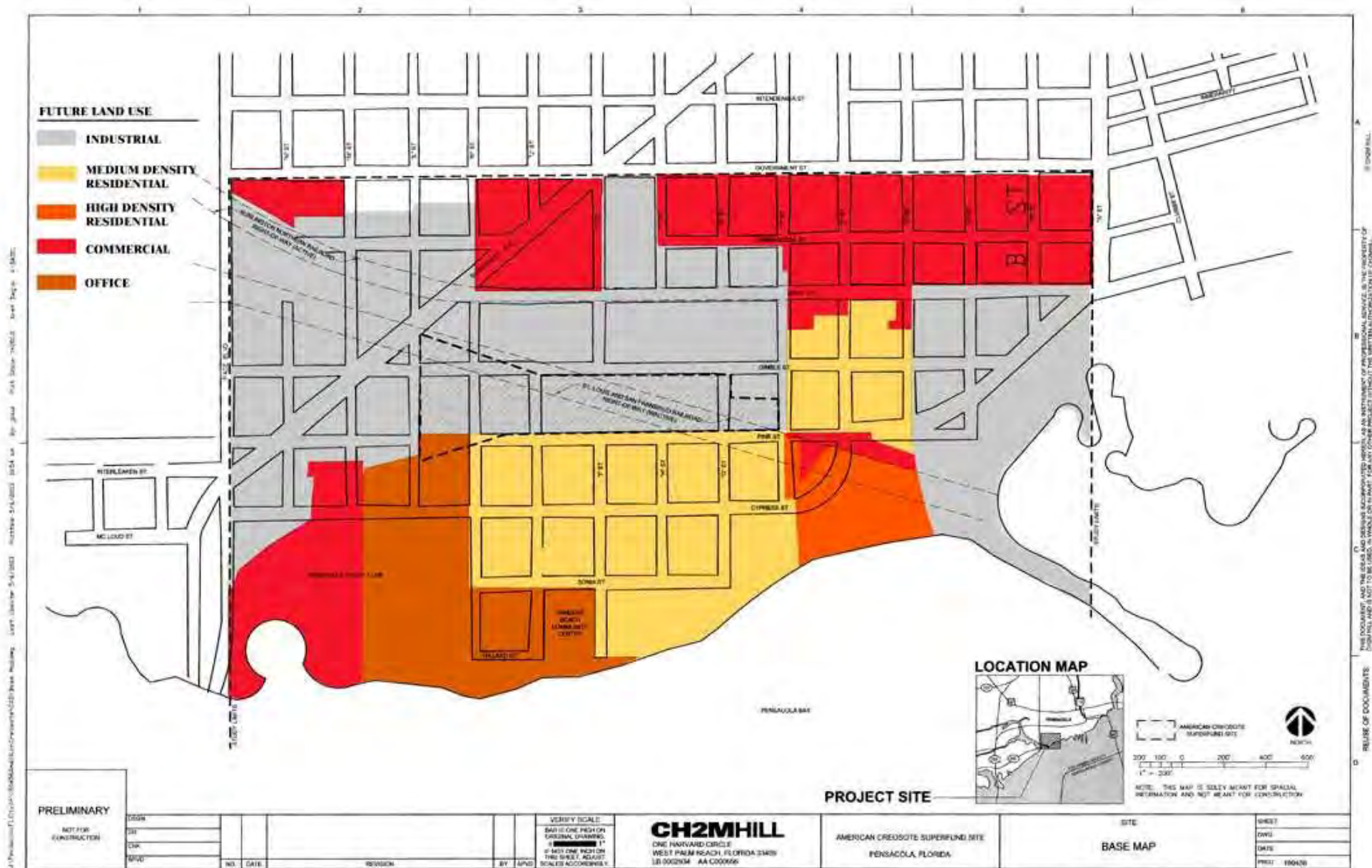


FIGURE 3-1. FUTURE LAND USE MAP

The study area is dominated by the industrial future land use designation. Residential future land use is found to the south and east of the ACW Site. The remainder of the study area includes a commercial future land use designation.

3.2.3 Transportation Element

Objective 1.4: The City of Pensacola shall accommodate motorized and non-motorized forms of transportation in the design of transportation improvement projects.

Goal 8: The City of Pensacola shall coordinate with railroad companies serving within the City for efficient railroad service and to reduce conflicts with City redevelopment activities.

Objective 8.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy 8.1.5: The City shall coordinate with the Alabama and Gulf Coast Railroad to study the relocation or removal of the trackage from Main Street, and request the railroad to remove any unused trackage within the City limits.

Policy 8.1.7: The City shall take action to secure abandoned railroad rights-of-way in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

3.2.4 Coastal Management Element

Policy 1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) will be based on the following priorities to the maximum extent feasible

- a. Water dependent uses
 1. Commercial
 2. Light Industrial
- b. Water related recreation
- c. Residential
- d. Commercial

Policy 1.2.1: The CHHA shall be designated as the evacuation zone for a category 2 hurricane as established in the Northwest Florida Hurricane Evacuation Study.

Policy 1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- Low density – along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar;
- Medium density – along Pensacola Bay (except for the Historic District), and along Bayou Chico; and
- High density – Historic District.

2.2.5 Conservation Element

Objective 1.4: By 1992, the City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper

collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy 1.7.3: The City Shall continue to coordinate its efforts with those of federal and state agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

3.2.5 Recreation and Open Space Element

Policy 1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at ¼ mile radius); 2 acres/1000 persons for neighborhood parks (at ½ mile radius); 1.5 acres per 1000 persons for community parks (City wide radius).

Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,0000 population
Football/Soccer/Rugby Fields	1 field/ 4,000 population
Golf Course (9 hole)	1 course/25,000 population
Golf Course (18 hole)	1 course/50,0000 population

Policy 1.1.8: The City shall identify and prioritize for acquisition, properties that provide open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

3.3 Entitlement Processing (Supporting Changes to Designated Uses)

There will be a minimum of two processes that must be accomplished in order to change to the designated use into something other than industrial use. The first is a future land use map amendment and the second is a zoning map amendment. The amendment procedures for each of these processes is included in **Appendix B**.

3.4 Planning Flexibility

The existing comprehensive plan and future land use map provides the maximum planning flexibility for the ACW Site. All commercial and industrial uses are permitted in the land use designation. However, the current comprehensive plan and future land use map provides the least flexibility in terms of growth management. Due to the wide range of land uses allowed by the current future land use map, it is difficult to prevent incompatible uses from using the Site or the surrounding area. The current planning documents may not foster other growth management objectives that the City or community may have.

3.4.1 Impact to Adjacent and Nearby Properties

The existing land use and zoning has a major negative impact on the adjacent properties. This issue is not limited to the ACW Site but includes the surrounding properties. The

presence of industrial zone land adjacent to a single family neighborhood creates a conflict between incompatible land uses particularly since there is not a buffer between the two land uses. The mixture of commercial and industrial land use and zoning limits the ability to promote the development of the area in a cohesive fashion. If a large, contiguous portion of the study area was all industrial or all commercial, a uniform development pattern could emerge. However, someone might be reluctant to invest in a nice commercial enterprise in one location if a heavy manufacturing use could be located next door. The future planning of the area should consider a uniform development pattern.

3.4.2 Community Issues and Opportunities

The following summarizes the most significant planning land use issues and opportunities facing the ACW study area.

3.4.2.1 Residential

Preserve and enhance the positive characteristics of existing residential neighborhoods while providing a variety of housing opportunities with compatible new housing.

3.4.2.1.1 Issues

- Need to preserve single-family neighborhoods.
- Need to preserve and rehabilitate single-family housing in established neighborhoods.
- Cumulative effects of development which exceeds infrastructure capacity.

3.4.2.1.2 Opportunities

- Access and proximity to employment.
- Potential for residential and mixed-use development along commercial corridors.
- Establishment of transitional heights and densities between multiple-use buildings (commercial/office/residential).

3.4.2.2 Commercial

Improve the function, design and economic vitality of the commercial corridors.

3.4.2.2.1 Issues

- Unsightliness of existing buildings due to the lack of landscaping, and architectural character.
- Inadequate transition between industrial and residential uses.
- Existing commercial areas need revitalization.

3.4.2.2.2 Opportunities

- Active support for efforts to preserve and rehabilitate structures.
- Ensure appropriate transitions between industrial and residential uses.

- New commercial construction contributes funds toward park and recreation improvements.
- Emergence of new commercial areas on industrially zoned sites.
- Availability of large sites for reuse or development which are planned for job producing uses that improve the economic and physical condition of the area.

4.0 Stakeholder and Community Input

Key elements of the development of the ACW Superfund Site Conceptual Reuse Plan were stakeholder and community recommendations and responses to potential reuse options. A comprehensive and proactive stakeholder and community input plan supporting timely interaction with and feedback from all identified stakeholders and community representatives was utilized in this Reuse Assessment and Conceptual Reuse Plan development.

Interviews were held with key stakeholders such as local government and planning officials; adjacent property owners; neighborhood organizations, developers and real estate brokers, and individual members of the community.

4.1 Summary of Stakeholder Process

The stakeholder and community input process for the ACW Site consisted of meetings with both planning and governmental officials and community representatives. Understanding the current and future land use designations preferred by planning officials for the ACW Site was the first step in the assessment process. Utilization of these preliminary ideas for future land use designations in follow-up meetings with community representatives resulted in proactive discussions regarding the future use of the ACW Site.

4.2 Achieving Community Support

In order to foster stakeholder and community input, several activities were initiated by the City. These included establishing a Steering Committee, distributing informational fact sheets, holding a series of public workshops, establishing a link within the City's existing website, and interviewing local officials, business representatives, and members of the public.

4.2.1 Steering Committee

A Steering Committee of business representatives, local property owners, special interest groups, and government was established to provide input during the development process and act as a sounding board for ideas prior to conducting public meetings. The Steering Committee was comprised of the following individuals listed in **Table 4-1**.

TABLE 4-1
Steering Committee Members

Name	Title/Agency
David Bosso	Owner, Bosso's Uniforms, Government Street
James Brady	Environmental Advisory Board
Maher Budeir	Remedial Project Manager, EPA

TABLE 4-1 (CONTINUED)
Steering Committee Members

Name	Title/Agency
Kevin Cowper	City of Pensacola Community Development Director
Mike Frey	Pensacola Area Chamber of Commerce
Chip MacMillan	Pensacola Yacht Club
Mary Moulton	City of Pensacola Planning Board
Bob Neiger	President, Sanders Beach Community Association
Peter Shuba	Brownfields Coordinator, Escambia County
Ronald Townsend	Pensacola City Council, District 7
Robin Verge	City of Pensacola Enterprise Zone Advisory Board

During the course of the Reuse Assessment and Conceptual Plan development, the Steering Committee met on four occasions:

- The first meeting was an organization meeting held on April 14, 2003. The members discussed the objectives of the Reuse Assessment as well as the environmental history of the site.
- The second meeting was held on May 8, 2003. At this meeting the team reviewed the Superfund Redevelopment Initiative Process and the anticipated timeline for the Assessment. The team also identified stakeholders, reviewed the proposed agenda for the upcoming public workshop and reviewed the findings of the Site assessment. This included a review of current and future land uses and zoning.
- On June 30, 2003, the third meeting was held to discuss the results of the first public workshop. The six initial conceptual designs developed were presented which resulted from the public input.
- The final meeting was held on August 25, 2003. At that meeting the results of the second and third public workshops were discussed, a recommended conceptual plan was reviewed, and future action recommendations were made.



FIGURE 4-1. FACT SHEET—PUBLIC MEETING NO. 1

4.2.2 Public Workshops

A list of nearly 800 names were gathered from the county tax rolls as well as the list of interested parties gathered by EPA for the ACW Superfund Program. A series of fact sheets were developed and sent as the invitations to the public workshops (**Figures 4-1** and **4-4**). The following sections provide a brief summary of the public workshops held regarding the redevelopment of the ACW Site and surrounding area. Copies of the fact sheets are included in **Appendix C**.

4.2.2.1 Public Workshop No. 1

The first was held at the Sanders Beach Community Center on May 15, 2003 (**Figure 4-2**). The purpose of the workshop was to solicit public input as to the desired uses of the ACW Site and the objectionable uses at the Site. During this workshop, the participants were divided into smaller work groups to perform an affinity diagramming session. Each group conducted a brainstorming session to identify desirable and undesirable uses at the ACW Site. Individuals were encouraged to write down both desirable and undesirable options for the Site and pass them forward. All desirable uses were grouped into like ideas. The undesirable uses were collected and consolidated into one list.

At the end of the brainstorming session, the participants reconvened into one large group. The various uses determined from each of the work groups were placed into 11 categories. Each participant was then given three votes to use for their top reuse ideas. The results are summarized in **Table 4-2**. The results of the undesirable uses are summarized in **Tables 4-3** and **4-4**.



FIGURE 4-2. PUBLIC WORKSHOP NO. 1



FIGURE 4-3. DOT VOTE EXERCISE

TABLE 4-2
Desired Uses Identified by the Public

Idea	Number of Votes	Examples
Small Retail	34	Boutiques; street of small shops; cottage-sized shops; cafes; service shops (barber, hair salon, nail salon, dry cleaners); crafts shops; office park
Passive Park/Open Space	33	Nature park/nature walk; arboretum, greenhouse, butterfly garden, and aviary; non-recreational park with water feature; passive theater/nature library; playground; dog run; park incorporating boardwalk connecting to downtown; bike trail
Library	23	Relocation of Pensacola Regional Library
No Change/Leave as is	8	Greenspace; open field
Active Park/Sports and Recreation	7	Drive-in movie; baseball, softball, soccer, and football fields; figure skating/hockey rink; bowling alley; driving range; Putt-Putt golf; public pool; dance hall; gymnasium
Municipal Use	6	Emergency medical service facility; police station
College Branch	2	
Mixed Commercial/Residential	1	Offices and shops; medical clinic; offices below residential
Boat Storage	0	
Museum	0	Historical, maritime, fishing
Residential	0	High/medium density; low density

TABLE 4-3
Undesirable Uses Identified by the Public (from Public Workshop No. 1)

Undesirable Uses	More than one vote
Big box stores	X
Through streets	X
Truck parking	X
Storage of flammable materials	
Metal buildings	
Any use that would increase taxes	X
Gasoline sales	X
City park or athletic facility	
Bars	X
Baseball stadium / ballpark	
Any noise-generating facility or use	
Any odor-generating facility or use	
Skateboard park	X
Low-income housing / Habitat homes	X
Anything that increases traffic	X
Industrial or heavy commercial use	X
Drag strip	

TABLE 4-3 (CONTINUED)

Undesirable Uses Identified by the Public (from Public Workshop No. 1)

Undesirable Uses	More than one vote
Any facility with bright lights	
Any facility operating 24 hours or late (past 9 p.m.)	
Rental housing	X
Cat food factory	
City, state or county facility	X
Offices	X
Waste treatment facility	X
Facility that is not storm-resistant	
Exposed asphalt cap	
Storage (dry goods or boat-related)	X
Parks	
Churches	

TABLE 4-4

Undesirable Uses Identified by the Public (From e-mail/write-ins)

Undesirable Uses	More than one vote
Bars, saloons, liquor stores, or drug/alcohol-related business	X
Public housing	X
Ball park	X
Library	
Business that would encourage loitering, pornography or degrading activity	
Port of Pensacola	
City asphalt parking lot	
Industry	X
Dry boat storage	
Self-store facilities	
Mortuary/funeral parlor	X
Soccer field	
Gas station	
Heavy retail	
Through streets	
Dance hall	
Park (any kind)	X
Heavy traffic/all-night lighting	
Strip mall	
Home Depot	
Residential or commercial	

4.2.2.2 Public Workshop No. 2

After the first public workshop, the CH2M HILL team created six conceptual drawings based on the top three reuse ideas determined by the public (small retail, passive park and library). These concepts were presented at the second workshop held on July 10, 2003. The concepts (Concepts 1 through 6) are further discussed in Section 5. Each of the concepts was presented and feedback was gathered from the public. Some of the constraints of the reuse ideas were also presented. For example, the need and available funding for a new library was researched and discussed. Due to the lack of available funding, the idea of a library at the ACW Site was considered unlikely.

The public was asked if any of the six concepts, or perhaps a combination of a couple of ideas from each concept, was acceptable. Many members of the Sanders Beach Community Association (SBCA) expressed concern that the future use of the site would not adequately prevent the neighborhood's undesirable uses from being implemented. As a result, the idea of a passive park was more appealing. However, they encouraged the development of commercial property north of the ACW Site along Main Street. Some commercial property owners at the workshops stated that they would support more commercial property in the area. The idea of enclosing the entire ACW Site with a decorative locked fence and adding a putting or driving range was also discussed.

4.2.2.3 Public Workshop No. 3

During the period between the second and third public meetings, the City staff and their consultants met with representatives of the SBCA Executive Board to address the concerns brought up at the second workshop. This meeting was held on July 16, 2003, at City Hall. City planning officials were concerned that the creation of an 18-acre park in such close proximity to another City-funded park (Sanders Beach) may not be feasible and therefore not be funded by the City. Four additional sketches (Schemes A, B, C and D) were presented which showed a variety of mixed use ideas including a large park with small commercial property along Gimble Street (Scheme A), a large park with a possible future public building (Scheme B), a park with commercial buildings on the northern portion of the Site as well as a future public building and public square (Scheme C), and a park/open space including a driving range (Scheme D). Discussions with the SBCA Executive Board members resulted in the selection of two of the four additional schemes going forward. Schemes C and D became reuse Concepts 7 and 8, respectively. These additional concepts were presented at the third public workshop.



FIGURE 4-4. FACT SHEET INVITATION-PUBLIC WORKSHOP NO. 2

The third public workshop was held on July 24, 2003. During this workshop, the two additional concepts were presented (Concepts 7 and 8). Public input was received concerning numerous aspects of the reuse of the ACW Site and surrounding areas. The overall consensus at that workshop was that the only commercial buildings built on the Site would be located north of Gimble Street.

4.2.2.4 Sanders Beach Community Association Meeting

Following the third public workshop, City staff held additional meetings with the SBCA Executive Committee. City staff expressed concern that the Site redevelopment would be severely limited without some revenue-producing land uses. The SBCA continues to express concern about the encroachment of incompatible commercial activity into the neighborhood. Meeting participants continued to search for a reuse option that would be protective of the neighborhood and be economically viable. A consensus was ultimately reached for the reuse of the Site and surrounding area and Concept 10 was developed. This reuse alternative (and all others) is described in Section 6, Reuse Alternatives.

On August 19, 2003, Concept 10 was presented to the Sanders Beach Community Association Executive Board and other members. All board members reached consensus of this reuse concept. Concept 10 was presented to the full membership of the Sanders Beach Community Association on September 16, 2003. The final reuse concept is further discussed in more detail in Section 7, Recommended Reuse Alternative.

4.2.3 Website

The City of Pensacola created a series of pages on the City's website regarding the ACW Site and this reuse planning effort. This Site included sections on background information, the Steering Committee, the Superfund Reuse Initiative, public participation, and the conceptual reuse ideas.

4.2.4 Interviews

As part of the Reuse Assessment, several individuals were interviewed. The interviewees included local commercial realtors, nearby property owners, and City officials. Interviewees are listed in **Table 4-5**.

TABLE 4-5
Individuals Interviewed During the Planning Effort

Name	Title	Agency
Doug Halford	SIOR, CEO, Broker	NAI Halford Commercial Realtors
Robin Verge	Executive Vice President, CFO, Broker	NAI Halford Commercial Realtors
Debbie Anglin	Vice President, Broker	NAI Halford Commercial Realtors
John S. Carr	President	John S. Carr Company Commercial Realtors
Robert Payne	Assistant City Manager	City of Pensacola
John Ewing	Superintendent of Parks	City of Pensacola
Kevin Cowper	Community Development Director	City of Pensacola

TABLE 4-5 (CONTINUED)
Individuals Interviewed During the Planning Effort

Name	Title	Agency
Ed Spears	Neighborhood and Economic Development Administrator	City of Pensacola
Roger Harrison		Wickes Lumber
Rick Harter	Environmental Coordinator	City of Pensacola
Gene Fischer	Director, Library Services	West Florida Regional Library

The general consensus of the commercial realtors was that the commercial/retail potential of the ACW Site is limited because of its location and lack of exposure to the main flow of traffic. An option suggested was to promote some type of “destination” retail or a commerce/office park.

Discussions with the library director and the Assistant City Manager indicated there was no available funding for a new library in the near future. Any plans for possibly relocating the Regional Library Headquarters are uncertain at this time.

Discussions with personnel of Wickes Lumber located north of the ACW Site revealed the Site is currently leased by Wickes Lumber with an option to purchase. Recent property upgrades reflect the lumber company intends on remaining at their present location for the foreseeable future.

4.2.5 Local Press

The local newspaper, the *Pensacola News Journal*, also played a major role in disseminating information to the public. Public meetings were announced and follow-up articles were published regarding the outcome of the meetings and the current status of the Site. Editorials were also published regarding the reuse of the Site. Copies of several key articles are included in **Appendix D**.

4.2.6 Key issues

During the planning process, several key issues were identified. **Tables 4-2** through **4-4** identified the desirable and undesirable uses for the Site. One of the major issues identified during this effort was the Corps of Engineers recommendation a modified asphalt cap (Matcon) for the final remedy for the ACW Site. Many members of the public perceive this as an 18-acre asphalt parking lot, which they have clearly stated they do not want. The Sanders Beach Community Association in their May 2003 Newsletter stated that they do not want an asphalt parking lot for the Port of Pensacola or other City needs. This would include dry boat storage. In order to avoid an 18-acre asphalt parking lot, the Sanders Beach Community Association has recommended a traditional clay cap for the ACW Site.

Another issue identified during the public meetings was a concern regarding traffic. The surrounding community did not want to see the roads improved on the ACW Site or surrounding community that would encourage more traffic in the residential area.

Economic feasibility was another issue identified. At the first public meeting, small retail was identified as a desirable use for the Site. The public did not want “Big Box” commercial development. However, during interviews with various professionals, it was determined that there was not sufficient population in the area to support a neighborhood retail development without including a destination-type retail or commerce park. Input collected indicated that 9,000 to 10,000 person population was necessary to support such development.

4.2.7 Issues with Alternatives

The primary findings of the stakeholder meetings and interviews for the ACW Site are:

- Utilization as a passive park is the primary interest.
- Reuse as industrial/ manufacturing is unacceptable.
- Residential reuse other than above commercial space is not appropriate.
- There is support for partial commercial reuse.
- There is concern regarding increased traffic.
- No “Big Box” stores are desirable.
- The desire of the neighborhood is a clay cap over the ACW Site rather than an asphalt-like material.

5.0 Best Use Analysis

CH2M HILL conducted an assessment of the marketability of the reuse of the ACW Site. The current and future development markets were evaluated, as well as other key economic factors. The results of this assessment are described below.

5.1 Current and Future Development Markets

Northwest Florida/southern Alabama is a growing market for development. The area's location between Tallahassee and New Orleans; its proximity to the Gulf Coast; international, interstate and regional transportation networks including roads, rails, air, and water; and the availability of land and existing infrastructure make this a desirable area for development today and in the future. However, as in any other area, some segments of the market have a greater potential than others, some locations are more desirable than others.

The availability of raw materials through the Port of Pensacola as well as from the surrounding area makes the Pensacola area desirable for industrial development. The extensive transportation system further supports industrial development. However, most industrial development is occurring on greenfield sites near the transportation network. Although the ACW Site is zoned for heavy industrial, its location, as well as the surrounding property, has limited industrial use. The only industry that appears to be successful is the seafood industry. Its success appears to be based on its proximity to the fishing areas and to the market.

Commercial development is driven by the location of its customers. Community wide or regional commercial based development tends to follow the population growth, that is, to the unincorporated areas of Escambia and Santa Rosa Counties. The historic downtown area of Pensacola does support a limited amount of community/ regional commercial development. The commercial development market for the ACW Site appears to be limited to a destination type of development because the population in the immediate area is unable to support commercial development by itself.

During the 1990s, Escambia County grew by 34,000 people or about a 12 percent increase. During that same period of time, Pensacola's population was essentially unchanged. While there has been residential development in Pensacola, most of that development has occurred in the unincorporated area.

5.1.1 Key Local Economic Factors

There is no nearby development activity in the study area. To the east of the study area, toward downtown, there has been some recent commercial/office type of development. The waterfront property south of City Hall, also known as the Trillium Property, has the potential for some future development. Other development activities are occurring within the City. Some of these are described below.

Aragon, a new Traditional Neighborhood Development, located on a 20-acre water view site of Pensacola Bay is within walking distance of the central business district. The Aragon

master plan depicts 141 residential and commercial units, and several neighborhood parks. Construction of the project is underway with build-out of the \$35 million project anticipated to occur within three to five years. This development is approximately 2.3 miles east of the ACW Site.

Port Royal Phase II Residential Project. The City-owned peninsula of land located south of Main Street, between Baylen Street and Spring Street, generally referred to as the Baylen Peninsula, includes approximately 9.85-acres. The 4.37-acre site at the southern end of the peninsula identified as Port Royal Phase I has been developed in 21 condominium townhouse units and 39 tower condominium units. A public promenade open to the general public is located on the eastern edge of the Phase I & II parcels overlooking a 40-slip marina that is leased to a private developer.

The Phase II parcel, with 4.03-acres, is located immediately north of Phase I. This property was leased in 1997 for the construction of 24-single family and carriage house residential units.

Phase III includes 1.45 acres of land in two parcels that front Main Street. These parcels will most likely be offered for development through a request for proposal (RFP) process.

This development is approximately 1.3 miles east of the ACW site.

Palafox Pier. A \$12 million mixed-use development at the southern end of Palafox Street. A breakwater has been built, a new 92-slip marina constructed, and a 7,200-square-foot Harbormaster Building that houses a restaurant and a professional office, and a 21,000-square-foot office building, the Ice House Building, have been completed. The next phase of development, the construction of two buildings totaled 72,000 square feet of mixed-use space, has also been completed. The lease price per square foot of commercial/office space for the Palafox Pier project is \$18.00. As a part of the public/private partnership the City is investing \$1.2 million for a waterfront promenade, landscaped pedestrian plazas, new railing and historically styled lighting on the pier. This development is approximately 1.6 miles east of the ACW site.

Baskerville Donovan Office Building. Closer to the Site and across Main Street from the ECUA wastewater treatment facility is a new 20,000-square-foot office building which will house a local engineering firm. This new construction is the most recent development west of the downtown area and should spur future development in the area. This development is approximately 0.7 miles east of the ACW site.

5.1.2 Adjacent and Nearby Property Development Activity

Several key economic factors influence the development potential of the ACW Site and the surrounding area. These include 1) available greenfield development, 2) flat population growth, 3) transportation facilities, 4) economic development incentive programs, and 5) area image.

The City of Pensacola is located within Escambia County. For the past 30 years most of the growth in the area has occurred in the unincorporated areas of the county. Development has primarily occurred on “greenfields”, that is, land that is not encumbered by environmental restrictions or contamination. These areas tend to have lower development costs. There has

been an abundance of greenfield areas available for development that has resulted in making the ACW Site, as well as other developed areas, less desirable for development. Brownfield redevelopment may help spur redevelopment in the area also (as discussed later).

During the same period of time (the past 30 years), the City of Pensacola has experienced a flat growth trend while the unincorporated areas have experienced substantial population growth. New commercial and retail development has followed the growth. The City of Pensacola has remained the governmental center of the area, but its role in the other sectors of the economy –industrial, commercial, and retail, has decreased.

When Interstate 10 was constructed through Escambia County, it was located north of the City. Interstate 110 was constructed to provide a high-speed access to the center of the City. However, trucking interest, desiring to minimize delays tend to locate near the main interstate access rather than on a spur.

The Port and rail was the economic engine that created Pensacola. The role of the Port has gradually been reduced. While still an important asset as one of Florida's deep water ports and its location to international markets, its location relative to the ACW Site minimizes its influence on the development of the Site. Like the Port, rail once had a great influence on the area and the ACW Site. However, that influence is not as important today. The rail along Main Street once stretched to the Port. Today, the rail stops at "A" Street, approximately one mile west of the Port. Once the rail through the ACW Site went to the wharf in the bay. Today that rail has been abandoned.

In order to promote economic development, the City has developed economic incentives to promote development in certain portions of the City. The ACW Site is located within the City's Enterprise zone. These incentives include:

- State Jobs Tax Credit (Sales & Use Tax)
- State Jobs Tax Credit (Corporate Income Tax)
- State Sales Tax Refund for Business Machinery & Equipment Used in an Enterprise Zone
- State Sales Tax Refund for Building Materials Used In An Enterprise Zone
- State Property Tax Credit (Corporate Income Tax)
- Economic Development Ad Valorem Tax Exemption (EDATE)
- Urban Business Economic Development, Commercial Façade Program

The last key factor is the image of the area. Currently, the area is a mixture of vacant lots, industrial, commercial and residential development. There is no uniform theme or vision for the area. Except for Barrancas Avenue, the streets are small without sidewalks or other amenities. Joe Patti Seafood is the only major attraction for the area. This lack of a theme has acted as a disincentive for redevelopment.

5.1.3 Active Developers

There are no active developers within the study area.

5.1.4 Potential Future Development Interest and Timing

Within the study area, the potential future development appears to be community/regional based commercial development. This may include retail and office space.

The time of development/redevelopment within the study area will depend on a couple of factors. The first relates to the development/redevelopment in the downtown area. If that development has targeted the same businesses as the study area, one area may be delayed or never reach the critical mass necessary to move forward. As the developable property in the downtown area is completed, the study area will become more desirable.

Another factor is the image of the study area. There will be the need for public sector investments in the area to start to correct the image deficiencies. Some of the investment may be in a non-monetary form such as enhanced code enforcement or through the establishment of design guidelines. Other forms of investment will include improving the local streets and sidewalks. As these investments are made, private development will follow.

A third issue is the marketing of the area. An aggressive marketing program designed to attract certain types of businesses or uses into the area will help spawn private investment and development into an area. A vision for the area needs to be established and promoted.

The timely implementation of programs to address these issues will result in timely private investment and development of the area.

5.1.5 Development Opportunity Value Range

Retail space in downtown Pensacola ranges from \$7 to \$12 per square foot. That same retail space in a decent strip mall will range from \$9 to \$15 per square foot. At the Cordova Mall, the rental cost can be \$20 or more per square foot.

Depending on the zoning district, lot coverage can range from 75 percent to 100 percent. If one was to assume that the entire 18 acres of the ACW Site could be developed at a 75 percent lot coverage and based on the downtown Pensacola rent range, the annual rent for the Site may be in the \$4,000,000 to \$9,000,000 range. However, when parking and other requirements are factored in, the actual developable land may be half of that.

The future value of a leased property is determined by dividing a facility's net annual rent by its real estate cap, which is based on various factors that could influence future value. A major building with a strong corporate tenant in a strong location may have an excellent cap rate of 8 percent, whereas a building with several tenants with modest credit ratings and short lease terms may be 11 percent or greater. Assuming a cap rate of 10 percent for the complete development, the value of the property after development and fully leased may be in the range of \$20,000,000 to \$45,000,000. This value is based on a retail use of the property. There may be other uses that will have a different value range. In addition, some of the property will not be available for development for several years (20+). Therefore, the actual value today will be considerably less. A value can only be established only after a Reuse Plan is fully developed.

5.2 Environmental Conditions

The primary focus for this Reuse Assessment was to establish the most likely future land use for the ACW Site, not to evaluate its environmental conditions. As such, this Reuse Plan does not focus in depth on the Site's current environmental condition and potential future remedies. Consideration of the environmental conditions and the likelihood of integration with the future reuse alternatives was utilized to establish the reasonableness of the Site's future reuse alternative.

5.2.1 Integration with Reuse

The ACW Site has two primary environmental media: Operable Unit 1, the contaminated soil; and Operable Unit 2, the groundwater beneath the Site. Based upon the conditions in the soil and water below the Site, it is likely that the entire Site will require a cap and institutional controls regarding the disturbance of the soil or cap for the foreseeable future. In areas where future buildings may be recommended, the cap should be constructed to support these structures. The existing groundwater monitoring wells located on-site, as well as the possibility of locating future monitoring wells or treatment plants for the groundwater remedy on-site, will need to be taken into consideration for property reuse alternatives and accommodated for within the ACW Site's land use plan and building placement. The groundwater remediation is expected to proceed well into the future and redevelopment of the wellfield area should be postponed until the treatment is complete.

Until a soil remedy is implemented, no areas of the Site are available for reuse and development. It is likely that institutional controls may be imposed as part of the remedial actions for the ACW Site that may impact future land reuse and development.

6.0 Reuse Alternatives

Reuse alternatives considered for the ACW Site focused upon market based development alternatives, stakeholder goals and objectives, property configuration, infrastructure availability, and the potential to integrate environmental remedies with reuse and development. Successful reuse of the ACW Site will depend upon the proactive integration of these factors and the overall real estate market conditions for the area at the time of reuse.

6.1 Research Integration

The potential reuse alternatives outlined in this Reuse Plan result from the careful consideration and integration of all information gathered in researching the development trends of the area, the goals and objectives of planning officials, and feedback from a variety of stakeholders. Additional consideration was given to the potential to integrate the ACW Site's environmental conditions with its future reuse.

6.1.1 Current Conditions/Development Alternative Integration

The ACW Site's current conditions will have a significant impact on its future reuse. The primary issues of concern that will require integration with the reuse alternatives are:

- Environmental conditions and selected remedy
- Property configuration that can be integrated with potential restricted land use requirements to establish development parcels appropriate for future reuse

The current conditions of the surrounding area will also have a significant impact on the future reuse of the Site. The primary issues of concern for the surrounding area that will require integration with the reuse alternatives are:

- Residential development to the east and south of the ACW Site
- Commercial and industrial development to the west and north of the ACW Site
- Unimproved rights-of way
- Main Street as the western gateway to downtown Pensacola
- Existing rail operations

6.1.2 General Plan and Zoning Limitations

The City of Pensacola Comprehensive Plan has designated the future land use of the ACW Site as industrial. The City's zoning map implements that designation with a zoning of M2 for the Site. Other land uses such as commercial, office, or recreational will require a comprehensive plan future land use map amendment and a zoning map amendment.

6.1.3 Site Ownership Considerations

Future ownership considerations will be a key element in the ability to develop the ACW Site after a remedy has been established. Developers interested in the ACW Site may not want to have any responsibility for environmental conditions that occurred on the ACW Site prior to a change in title and the commencement of development. An agreement that will fully define the liability of the future ACW Site developer from environmental conditions on the ACW Site prior to the change in title will be desired. An example agreement is the EPA Prospective Purchaser Agreement (PPA).

6.1.4 Site Assessment

The first step in developing conceptual plans for the ACW Site and the surrounding neighborhood is to complete a site assessment. The purpose of such an assessment is to identify constraints and opportunities to the development of the property. The assessment includes an evaluation of the existing uses in the area, current infrastructure, and physical and environmental aspects of the Site. **Figure 6-1** summarizes the results of the site assessment.

A treatment wellfield located on the western end of the ACW Site is part of the groundwater cleanup currently underway. In addition, structures associated with the groundwater cleanup will be required on the Site for more than 20 years.

Recently, contaminated soil from offsite areas associated with the cleanup of the ACW Site has been placed on the Site. This soil will eventually be graded and capped as part of the overall containment program. As a result, most of the Site has no vegetation. The greatest extent of trees is found in the eastern end of the Site.

The Pine Street right-of-way has not been improved in the area adjacent to the ACW Site. However, the right-of-way is used by local traffic. The Gimble Street right-of-way is also unimproved, except at the eastern end. The "G", "J" and "K" Street rights-of-way through the ACW Site are also unimproved.

Main Street is the major gateway from the west to the downtown area. Barrancas Avenue is a major road from the City to the Pensacola Naval Air Station. All of the other streets within the study area are local streets.

The Site is crossed by a railroad right-of-way. Abandoned rails do exist in Pine Street at the southeastern end of the Site. An active rail is located on the south side of the pavement on Main Street within the Main Street right-of-way. Once a major access to the Port of Pensacola, today this rail is used for local rail traffic only.

A residential neighborhood primarily consisting of single family detached homes is located to the south of the ACW Site. This neighborhood has grown next to the Site for over 60 years. Aerial photographs from the 1940s show limited tree cover. Today the neighborhood is dominated by large live oaks creating beautiful canopy streets. Several of the north-south streets in the neighborhood provide visual access from the Site to Pensacola Bay.

Commercial and industrial uses are the dominant land uses to the east, north and south. Immediately to the north is Wickes Lumber. In addition to supplying lumber to the Pensacola area, trusses are constructed at the Site. Bell Steel is located to the east of the Site. Further east is Joe Patti Seafood. Visibility to the Site is limited to a small area along “L” Street south of Barrancas Street. This limits the desirability of the Site for uses dependent on a high visibility location. The other streets surrounding the property are local in nature and do not provide opportunities for high visibility. The rail right-of-way does provide an opportunity to connect the Site with the waterfront commercial development to the east. Main Street also provides opportunities to connect the Site to the downtown area.

6.2 Development Alternatives

As previously stated, following the first public meeting, the CH2M HILL consulting team developed six reuse alternatives to integrate the top choices (small retail, passive park, and a library) into an acceptable reuse concept. These six concepts are briefly described below.

6.2.1 Concept 1: Small Retail/Pedestrian Plaza

This concept addresses the public’s initial desire for a neighborhood commercial center. Gimble Street would be paved to provide access from Barrancas to Main Street at “A” Street. Figure 6-2 presents the proposed layout of this concept, which includes retail space along

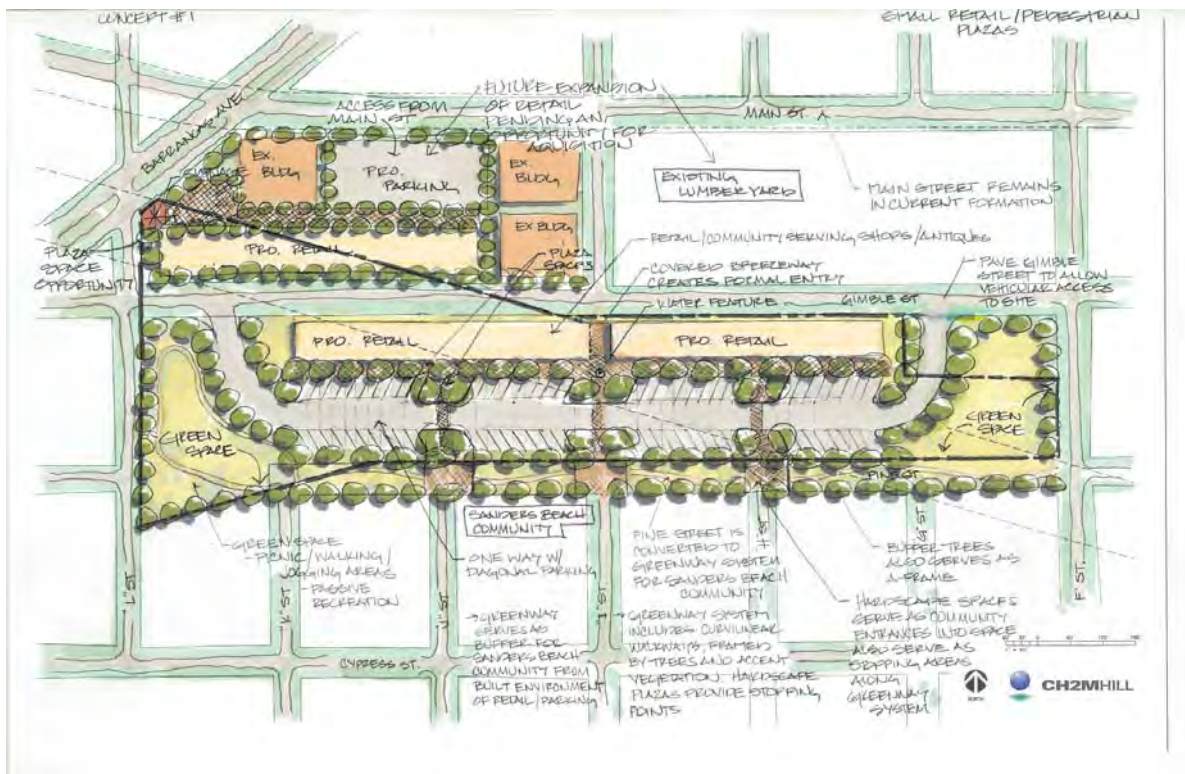


FIGURE 6-2. REUSE CONCEPT 1: SMALL RETAIL/PEDESTRIAN PLAZA

Gimble Street with parking to the south. Main Street would be reconstructed to provide one-way traffic west bound. Gimble Street would be one-way eastbound. Both streets would include parallel parking and streetscaping).

Retail buildings would be located along both streets. These buildings would have double entrances (front and back). Behind the buildings, public plazas would be created. The plazas would provide opportunities for open air retail and outdoors eating. A pedestrian way could be extended southeast of the Site in the railroad right-of-way to the bay.

Sanders Beach would be buffered from the retail though the landscaping of the Pine Street right-of-way. Pedestrian entrances to the retail area from Sanders Beach would be provided at the end of "H", "I" and "J" Streets. Pine Street would not be paved but pedestrian paths would be developed to tie the neighborhood into the retail area.

6.2.2 Concept 2: Neighborhood/Regional Interpretive Park and Arboretum

This concept is based on a passive park designed along the axis created by the railroad right-of-way that runs through the Site. **Figure 6-3** shows the layout of the park. The main access to the Site would be from Barrancas Avenue via Gimble Street. At the western end, a passive park with an arboretum and butterfly house could be located. An alternative to a traditional flower garden and based on the history of the railroad in Pensacola, a train garden could be considered. Such a garden could be based on G-scale model trains or larger scale trains that could carry people.

As one progresses east, the Site would be less intensively developed and used. A pond for stormwater management would be developed at the east end. In this concept, the pond has

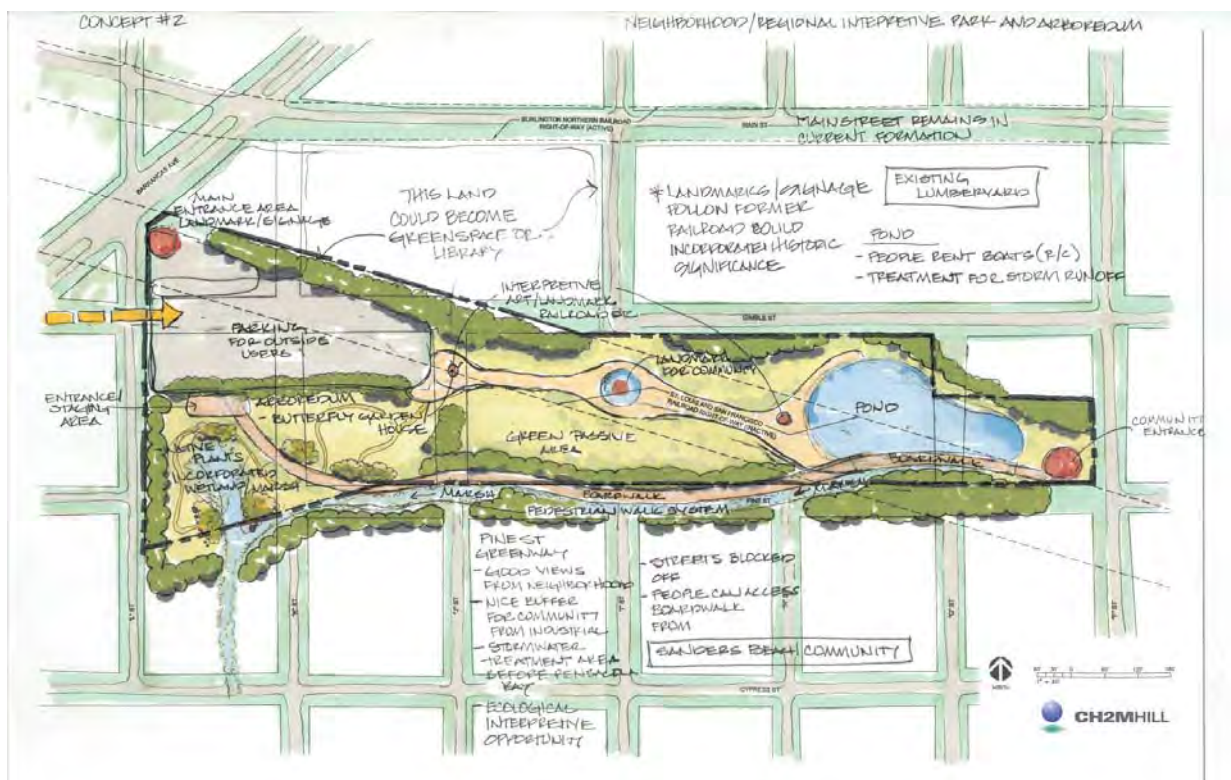


FIGURE 6-3. REUSE CONCEPT 2: NEIGHBORHOOD/REGIONAL INTERPRETIVE PARK AND ARBORETUM

a maintained edge. The grass of the park would be maintained to the water's edge. Using the axis of the railroad property an entrance landmark, interpretive landmarks, a community landmark and a community entrance could be developed.

In this concept, as part of the stormwater management system, Pine Street would be developed into a greenway. Water from the pond would flow through a natural treatment system for water quality enhancement and eventually flow into a wetland area created on the western portion of the ACW Site. A boardwalk would be developed with interpretive features to explain to the public how the bay was being protected by this system. The greenway also provides a buffer to the Sanders Beach Community. Gimble Street would be completed to "I" Street and include on-street parking and streetscape.

EPA has indicated that since the proposed wetland area is part of the former sludge pond and is highly contaminated beneath the clay cap, there cannot be a disturbance of soil in the vicinity of the wellfield. The location of the stormwater pond was also a matter of concern for EPA.

6.2.3 Concept 3: Wetland Interpretive Park

In this concept, the ACW Site would be developed to create a bowl effect in the center of the site (Figure 6-4). Stormwater would be captured within this bowl and slowly released to the bay. The Site would be vegetated with wetland vegetation. By controlling the water levels, various "zones" would be created. Vegetation is limited by the duration of the flooding it experiences. A "high marsh" environment would be created along the edge. The ecology would transition to a deep-water (a couple of feet deep) habitat. **This concept was rejected by the regulatory agencies.**

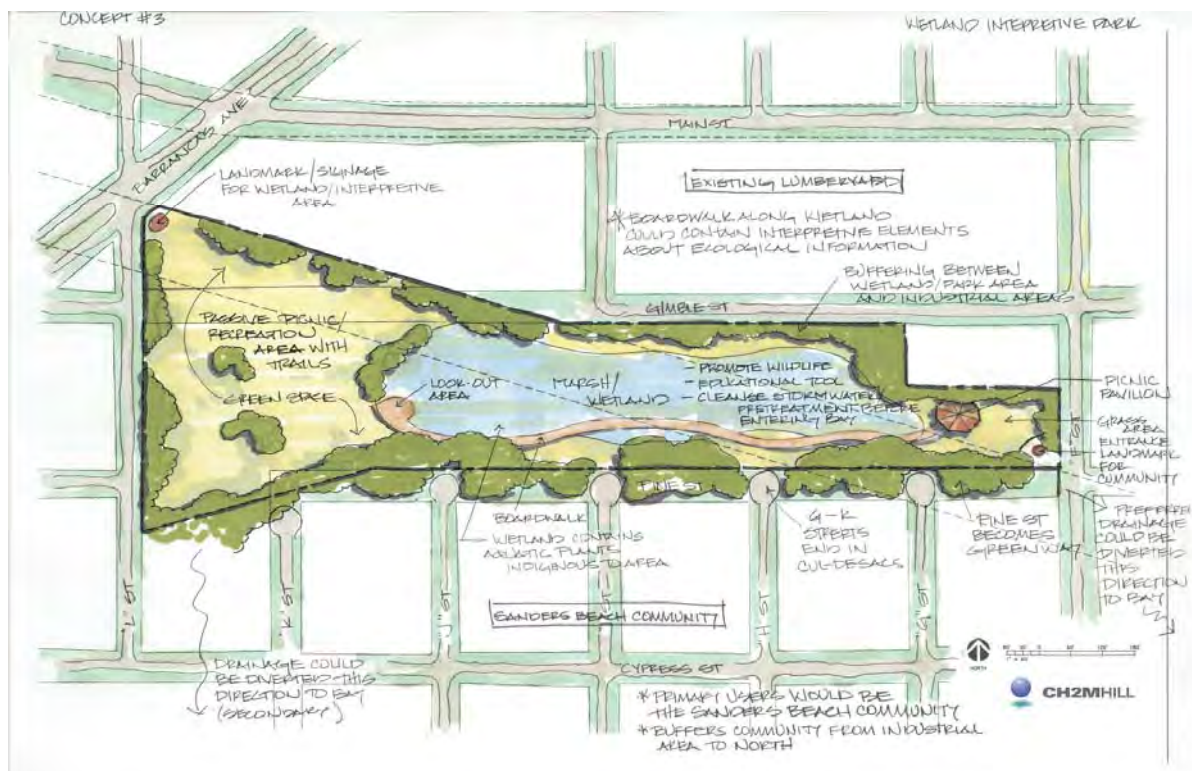


FIGURE 6-4. REUSE CONCEPT 3: WETLAND INTERPRETIVE PARK

The western end, due to its elevation, would be developed as a passive recreation area/green space. Gimble and Pine Streets would be landscaped with trees. The landscaping would then transition into various wetland zones.

Stormwater leaving the Site would be directed toward the bay to the southeast along the railroad right-of-way and then down a street. A boardwalk would be incorporated into the Site for education, bird watching, photography, etc.

Gimble Street would be completed to "I" Street. Cul-de-sacs would be provided at the end of "G", "H", "I" and "J" Streets in the Pine Street right-of-way. The entire Site would buffer Sanders Beach from the commercial and industrial land uses to the north.

6.2.4 Concept 4 Passive Park - Greenspace

This concept creates a passive park without the arboretum or butterfly house. The well area on the western end is developed as a green space. One concept is to use this area as a green market or a farmers market on the weekends. The remainder of the Site is mostly green areas and landscaping. A landmark sculpture might be included (Figure 6-5).

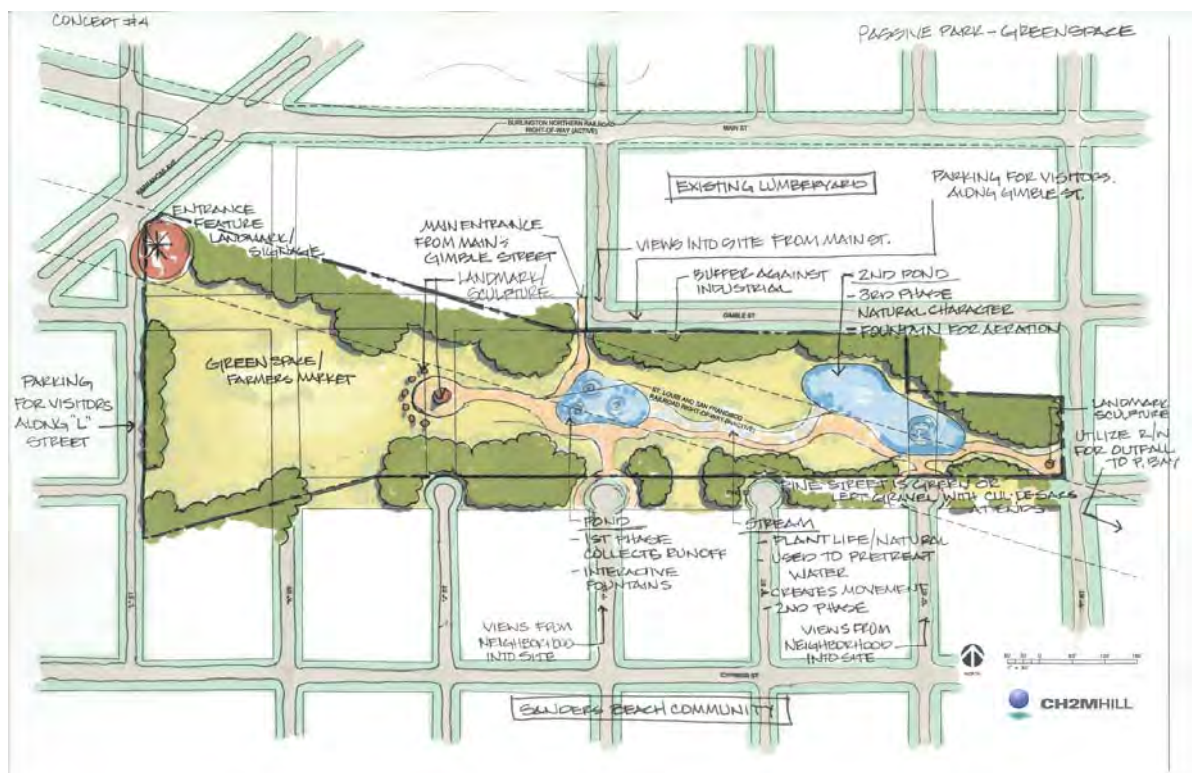


FIGURE 6-5. REUSE CONCEPT 4: PASSIVE PARK/GREENSPACE

An interactive fountain area is proposed in the center of the ACW Site. This is connected to a second, larger pond by a stream. In order to maintain a flow in the stream, water is pumped from the second pond back to the first. The second pond in this concept has a more natural shoreline as opposed to the maintained edge in the Concept No. 2.

Gimble Street would be completed to "I" Street. Cul-de-sacs would be provided at the end of "G", "H", "I" and "J" Streets in the Pine Street right-of-way.

6.2.5 Concept 5: Multi-use/Retail/Town Center/Office

This concept is a combination of passive park with the retail/office use. The general design is based on the grid street system found in the neighborhood and throughout the City. Pine and Gimble Streets would be completed for local traffic and would follow the grid pattern (Figure 6-6).



FIGURE 6-6. REUSE CONCEPT 5: MULTI-USE/RETAIL/TOWN CENTER/OFFICE

The area between Gimble and Pine Streets would be developed as a passive park. A library or other public building is located on the west end of the ACW Site. Various focal points would be located through the park. A pond is proposed for remote control boats. This pond would be designed to handle stormwater management and would include a hard edge. This would allow park users to walk along the edge of the pond.

The area between Gimble and Main Streets would be developed with retail/office space. Residential units above the first floor would be encouraged to develop a 24-hour community.

6.2.6 Concept 6: Pensacola Restoration Design District

The intent of this concept is to establish a destination commercial area (Figure 6-7). Under this concept, Wickes Lumber would be encouraged to move from its current location to the ACW Site. Main Street would be improved with on-street parking, pedestrian ways, and streetscape. Gimble Street would be completed to Barrancas Avenue and would be improved similar to Main Street. Since the intent is to establish a destination commercial area, Main Street could be kept as a two-way street as opposed to the one-way design in the Concept No. 1. Pine Street would be established as a “greenway”. This would provide a buffer between the Sanders Beach Community and the industrial/commercial development



FIGURE 6-7. REUSE CONCEPT 6: PENSACOLA RESTORATION DESIGN DISTRICT

to the north.

Business would be established along Gimble and Main Streets. This would allow the establishment of a destination commercial retail/office/specialty trade/residential area. One concept would be the establishment of the “Pensacola Restoration Design District” (see Section 7.2.8). The buildings should be of a similar style and scale that could vary from a

6.2.8 Concept 8: Open Space/Driving Range

This concept creates a passive park with limited improvements and low impact recreational uses. A small commercial site, north of the Gimble Street right-of-way in the northwest corner of the ACW Site, would be reserved for commercial development. A parking lot is proposed on the western end of the Site. The remainder of the Site would be developed as a passive park (Figure 6-9).

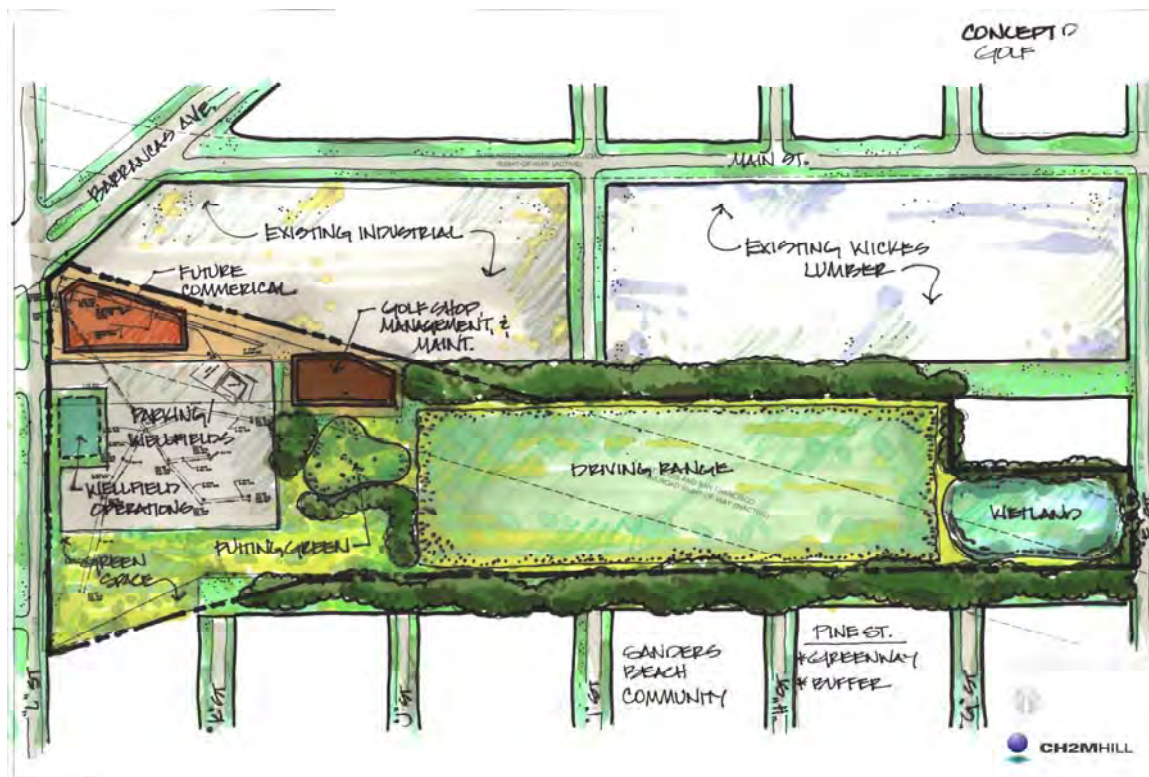


FIGURE 6-9. REUSE CONCEPT 8: OPEN SPACE/DRIVING RANGE

The Gimble Street and Pine Street rights-of-way would be developed as buffers to the adjacent properties. The rights-of-way outside the boundaries of the ACW Site would be planted with large trees such as live oaks to provide such a buffer.

6.2.9 Concept 9 Open Space/Driving Range/Design District North of Gimble

This concept is a combination of Concept 8 and Concept 6 (Figure 6-10), resulting from comments gathered at Public Meeting No. 3 after presentation and discussion of Concepts 7 and 8. South of Gimble Street would be developed as a passive park with low impact recreational uses. A parking lot would be developed at the west end of the property. The existing Quonset hut and trailers would be replaced with a building that has a brick façade and architecturally pleasing detail. Pine Street would not be improved for car traffic, but would be used for tree plantings and a buffer. Pedestrian and bicycle trails would be incorporated into the buffer. The public also wanted a fence around the property to prevent

vagrants or criminal activity. Such a fence would have gates that would be closed and locked at night.



FIGURE 6-10. REUSE CONCEPT 9: OPEN SPACE/DRIVING RANGE/DESIGN DISTRICT NORTH OF GIMBLE

Gimble Street would be improved for low-speed automobile traffic. The design would incorporate traffic calming techniques and streetscaping. To the north of Gimble Street, the future land use map and zoning map would be amended so the area was uniformly commercial. The Restoration Design District or similar marketing effort would be instituted to promote the development of the area.

6.2.10 Concept 10 Passive Park with Limited Commercial

This concept provides opportunities for economic development on a portion of the ACW Site and surrounding areas and the development of a open space/park buffer for the residential properties to the south of the ACW Site (**Figure 6-11**).

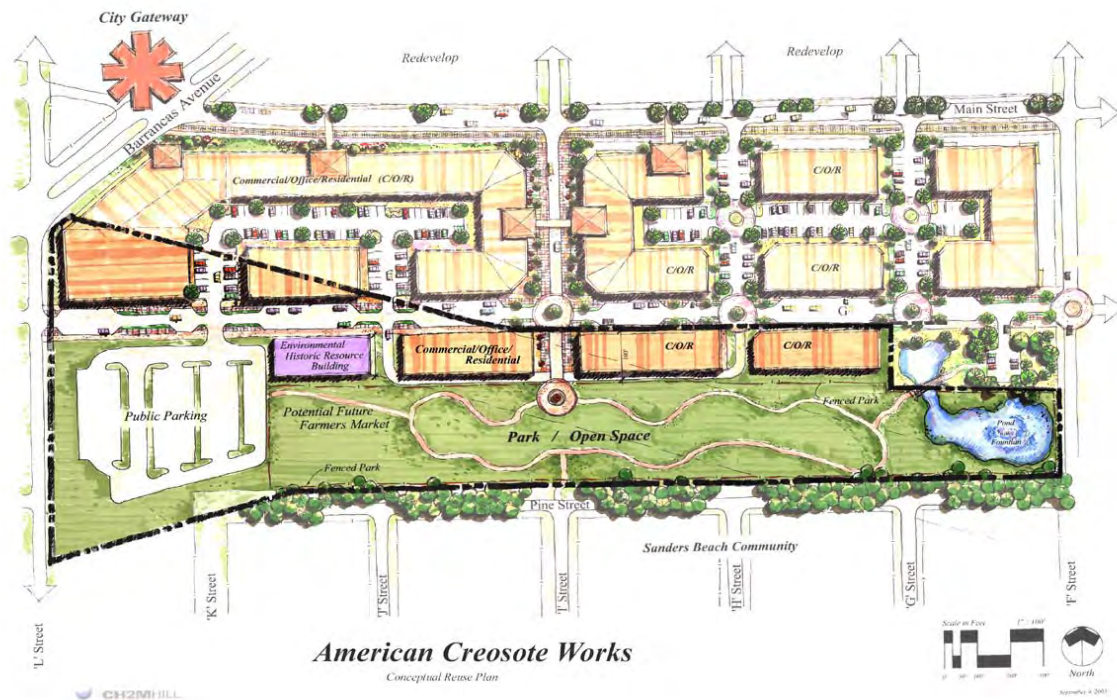


FIGURE 6-11. REUSE CONCEPT 10: PASSIVE PARK WITH LIMITED COMMERCIAL/OFFICE/RESIDENTIAL

An open space/park facility will be developed on the Site in the area generally located north of the Pine Street and south of the proposed buildings on the south side of Gimble Street. A parking area will be provided on the Site's western end and a permanently wet stormwater retention pond will be developed on the eastern end.

Development on the ACW Site, south of Gimble Street, will consist of one and two story buildings with local retail/office/service uses. Residential use may be located in the second story. Development will be limited to 100 feet south of Gimble Street and a building setback of 30 feet from the rear property line will be required to provide access and parking. Buildings fronting the north side of Gimble Street will be a maximum of three stories and will include office/retail/service/residential uses.

The buildings along Main Street will not exceed four stories. The commercial land uses that attract a regional and community wide market are encouraged, but will not include "Big Box" retail type of development. A retail theme, such as the "renovation design district",

may be developed to attract businesses of a similar type and to market the area to the region. Residential uses on upper floors would be encouraged.

The local roads will be improved in the following manner: Pine Street improvements are limited to providing local access to properties fronting on Pine Street and portions of the right-of-way may be incorporated into the open space/park facility. Gimble Street will be reconstructed from Barrancas Avenue to “F” Street in a manner that inhibits speeding. Main Street will be reconstructed in a design suitable for the western gateway to the downtown area. “L”, “I”, and “F” streets will also be reconstructed with design similar to Main and Gimble Streets.

Other improvements include an educational resource building on the south side of Gimble Street. The facility will include educational exhibits about the history of the ACW Site. The facility will also include public restrooms and a snack shop. The existing treatment buildings will be relocated in architecturally compatible buildings.

6.2.11 Comparing the Reuse Alternatives

Table 6-1 summarizes the evaluation of the 10 concepts considered by the stakeholders during this planning effort. The major effort was to find a balance between the commercial development of the ACW Site and provide an adequate buffer in the form of a park/open space to the residential development to the south.

The local stakeholders soundly rejected concepts that moved the commercial development towards the residential area, such as Concept 6. On the other hand, concepts that used the entire Site as a park or open space had a low probability of implementation due to concern about the cost of developing and maintaining such areas.

In general, the stakeholders tended to focus on those concepts that had a mixture of both commercial development and open space. Concept 10 provides a balance acceptable to the stakeholders.

TABLE 6-1
List of Alternatives

Concept	Community Support	Regulatory Support	Local Government Support	Feasibility
Concept 1 Small Retail/Pedestrian Plaza	Opposition to commercial development on site, too little open space/park	No objections	No objections	Low -To support neighborhood commerce, traffic must be increased in front of the stores. This can be accomplished by opening Gimble Street and making Main Street one-way westbound and Gimble Street one-way eastbound.
Concept 2 Neighborhood/ Regional Interpretive Park and Arboretum	Soft support	Object to wetlands in southwest corner and location of stormwater pond	Concerns as to long term costs	Low -This concept does not achieve the balance between open space and commercial development of the Site that is desired by the City.
Concept 3 Wetlands/Interpretive Park	Minimal support	Object to water body above cap REJECTED	Minimal support	None-To address the regulatory agencies' objections to the water body over the cap would required significant additional costs. The higher costs and minimal support make this concept infeasible.
Concept 4 Passive Park/Greenspace	General support	Concerns about the location of the stormwater pond	Concerns as to long term costs	Low -This concept does not achieve the balance between open space and commercial development of the Site desired by the City.
Concept 5 Multi-use Retail/Town Center/Office	General Support	No Objections. Concern on design of water features	Concerns as to long term costs	Low -This concept does not achieve the balance between open space and commercial development of the Site that is desired by the City. Questions as to how to pay for a public building like a library.
Concept 6 Restoration Design District	REJECTED	No Objections	Concern about the relocation of the lumber yard and impact to the neighborhood	None -The very strong local opposition to the relocation of Wickes Lumber adjacent to the Sanders Beach Neighborhood makes this concept infeasible.
Concept 7 Multi-use Passive Park/Public Building/ Commercial	Soft support	No Objections	No Objections	Medium -This concept begins to achieve the balance between open space and commercial development of the Site that is desired by the City. Questions as to how to pay for a public building like a library.
Concept 8 Open Space/Driving Range	Strong support	No Objections	Concern about economic viability	Low -This concept does not achieve the balance between open space and commercial development of the Site that is desired by the City.
Concept 9 Open Space/Driving Range with Design District to the North	Soft Support	No Objections	Concern about economic viability	Low -This concept does not achieve the balance between open space and commercial development of the Site desired by the City. Questions as to the economic feasibility of a driving range or other pay -to -use activity.
Concept 10 Passive Park/Limited Commercial	Consensus	No Objections	No Objections	High -The destination retail, properly marketed and designed can be economically successful. The proposed uses of the Site are compatible with the neighborhood and the Site.

7.0 Recommended Reuse Alternative

Through the public involvement process, a series of alternative conceptual plans were developed. The first set (Concepts 1 through 6) was developed based on the input of the public at the first public meeting. Each of the next four concepts, in turn, was a refinement of previous concepts adding features that the community wanted or deleting those they did not want. The final concept represents an opportunity to meet the most of the original objectives identified by the public and to provide for the redevelopment of the surrounding area.

7.1 Conceptual Design

The recommended conceptual reuse plan represents a compromise between the desire by the community for open space and the desire to establish a commercially viable use of the property. **Figure 7-1** presents the conceptual plan in map view. The conceptual plan will consist primarily of a passive park with a walking path and decorative retention pond. Commercial buildings will be constructed along the south side of Gimble Street facing north. The buildings will be no deeper than 70 feet from the Gimble Street right of way. A parking lot will be constructed on the western portion of the ACW Site where the current wellfield exists to provide parking for park visitors as well as visitors of the commercial space. An educational resource building is also planned for the ACW Site. The following is a point by point description of the recommended conceptual reuse plan.

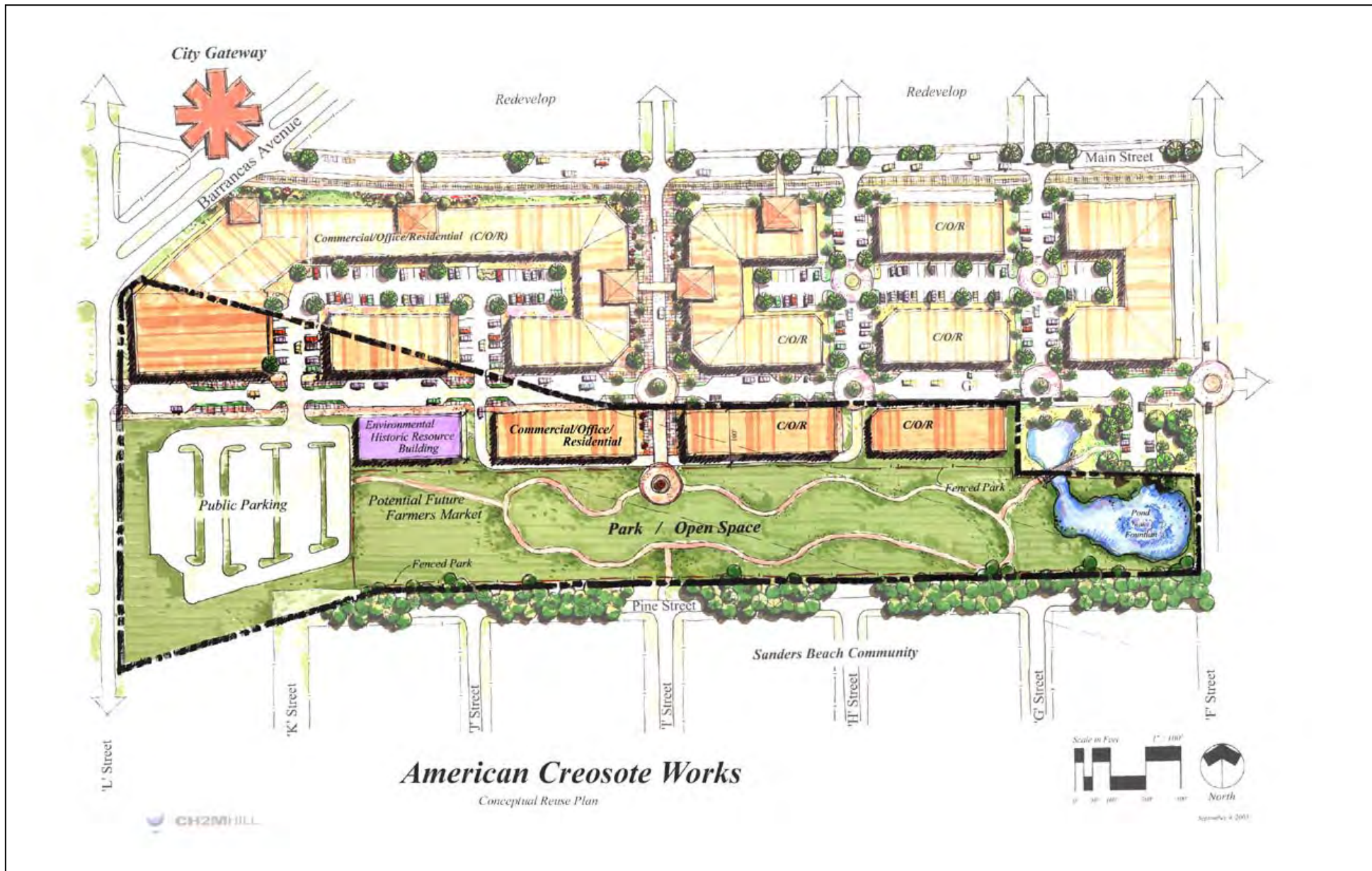


FIGURE 7-1. CONCEPTUAL REUSE PLAN

7.1.1 Passive Park

An open space/park facility will be developed on the ACW Site in the area generally located north of the Pine Street right of way, west of the "K" Street right of way, east of "F" Street and south of the retail/office/service buildings on the south side of Gimble Street. A decorative fence will enclose the park facility and gateways will be developed at key entry points. **Figure 7-2** presents the park location. **Figure 7-3** presents a conceptual view of the western entrance into the park.

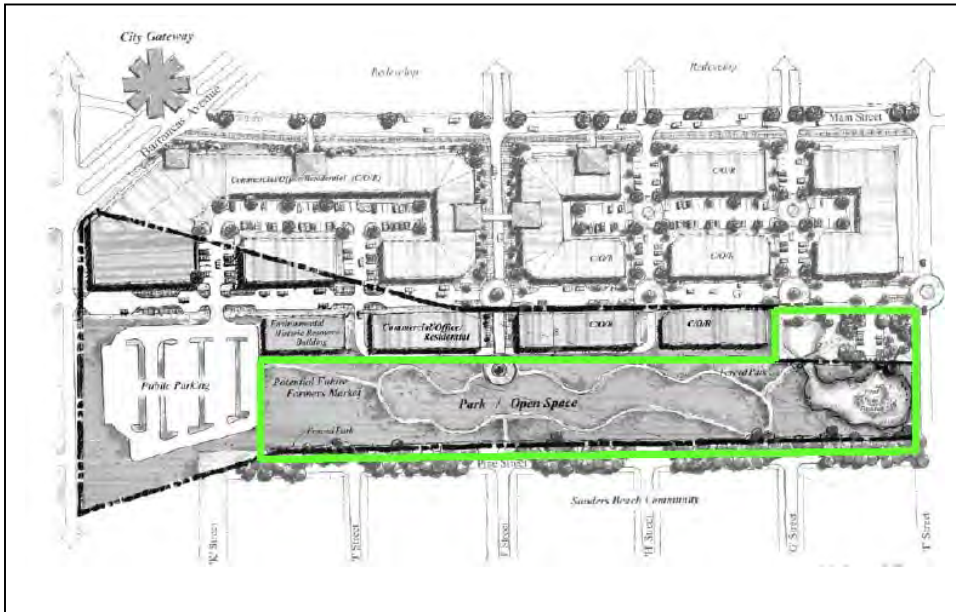


FIGURE 7-2. PASSIVE PARK LOCATION



PASSIVE PARK

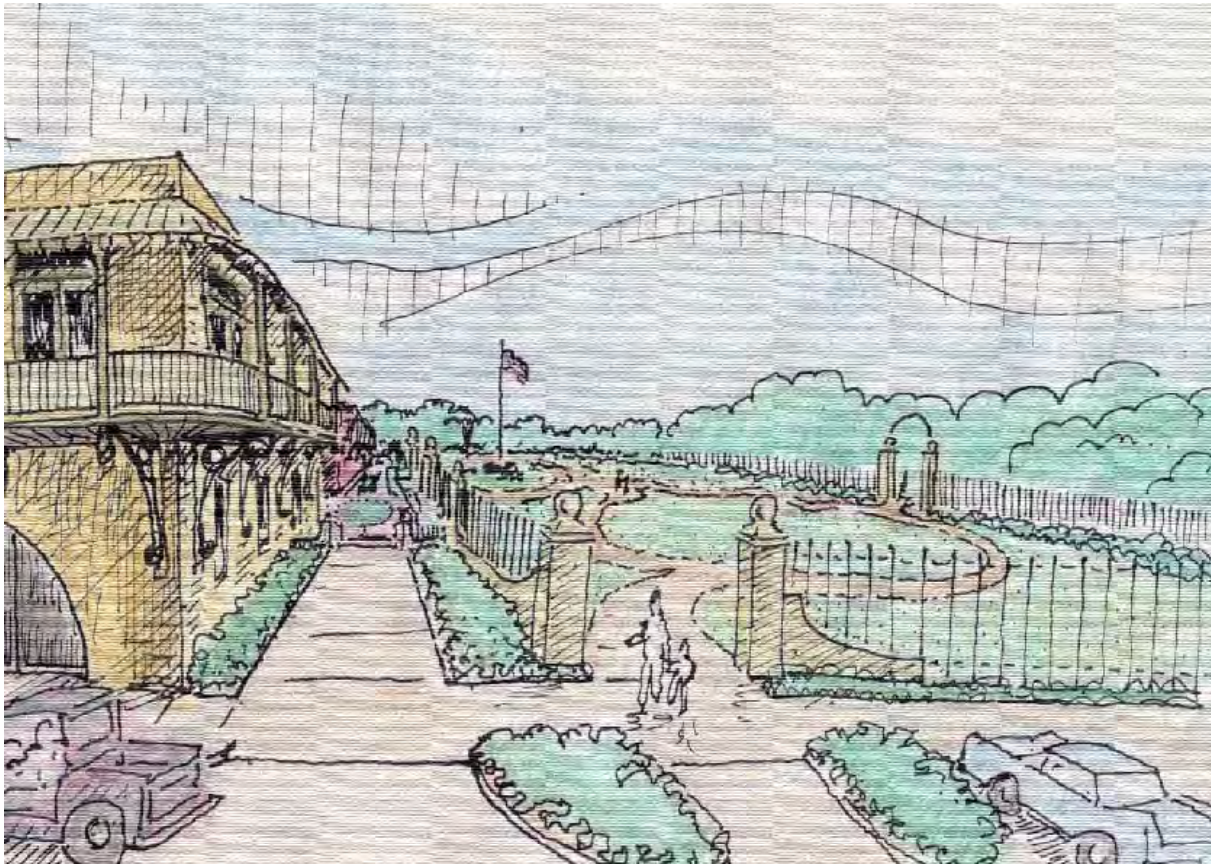


FIGURE 7-3. WEST PARK ENTRANCE

A walking trail will be developed in the park and other facilities suitable for passive recreation may be developed. The sidewalk may include decorative design features to enhance the appearance and provided uniformity throughout the area.



WALKING TRAIL

Facilities for a periodic farmers' market may be developed on the western side of the park facility.



FARMER'S MARKET

7.1.2 Pine Street

Pine Street is to be improved but not opened to through traffic. Street improvements would be made in the right-of way where necessary to provide local access to properties fronting on Pine Street. Portions of the Pine Street right-of-way may be incorporated into the open space/park facility located on the ACW Site. **Figure 7-4** presents the Pine Street location. **Figure 7-5** presents a conceptual view of the southern park entrance from Pine Street.

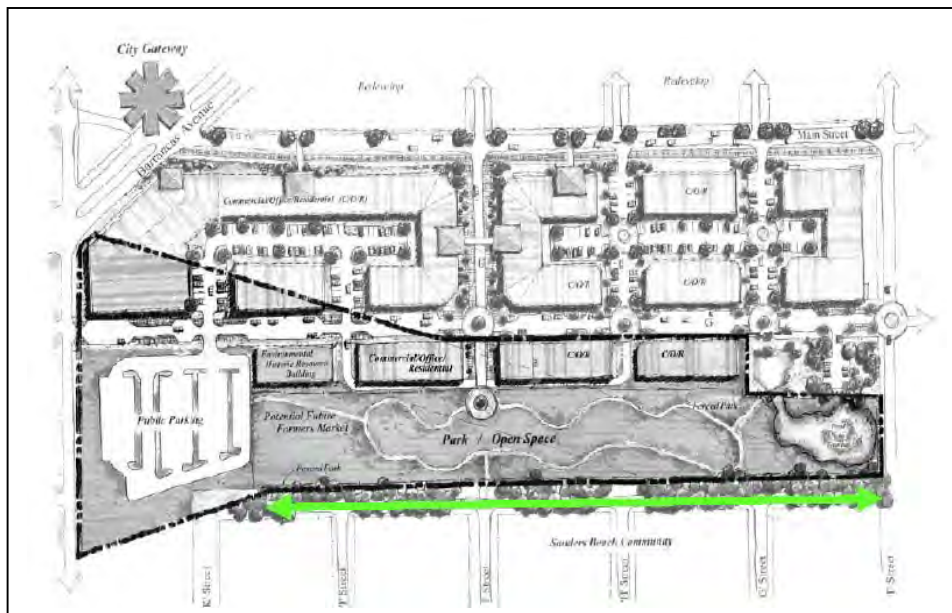


FIGURE 7-4. PINE STREET LOCATION



FIGURE 7-5. SOUTHERN PARK ENTRY FROM PINE STREET



DECORATIVE FENCE AND ARCHWAY

7.1.3 Gimble Street

Gimble Street is to be reconstructed from Barrancas Avenue to “F” Street. Road construction will be in a manner that inhibits speeding and does not result in creating “cut through” traffic. **Figure 7-6** presents the location of Gimble Street. The street will contain, at a minimum, a roundabout feature at “I” Street and a smaller roundabout feature at “F” Street.

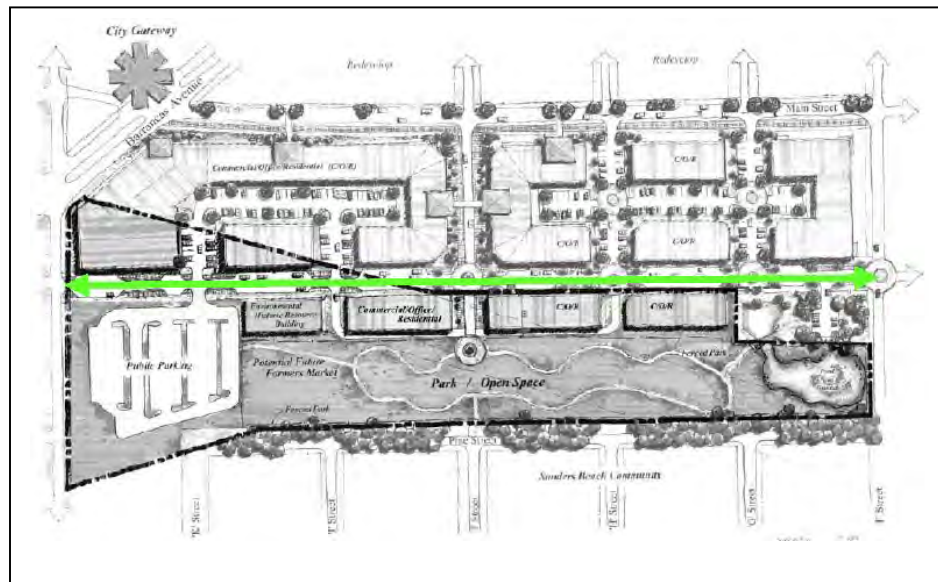


FIGURE 7-6. GIMBLE STREET LOCATION

The roadway will be developed to include sidewalks and on-street parking with parking bays parallel to the street and landscape areas (similar to Palafox Street and Belmont/DeVilliers). Streetscape will be landscaped and include streetlights. Underground utilities will be encouraged. **Figure 7-7** presents a conceptual view of how Gimble Street might appear looking towards the west.

Buildings north of Gimble Street that do not front on Main Street will be a maximum of three stories. Buildings north of Gimble Street will include office, retail, service and residential buildings to be designed in a scale consistent with the neighborhood and traditional neighborhood development principals.



ROUNDAABOUT FEATURE



SIDEWALK IMPROVEMENTS



FIGURE 7-7. GIMBLE STREET LOOKING WEST

Development on the south side of Gimble Street on the ACW Site will consist of local retail/office/service buildings to be designed in a scale consistent with the neighborhood and traditional neighborhood development principals. Buildings on the south side of Gimble Street will not exceed two stories in height and will not encroach more than 100 feet into the ACW property. A building setback of 30 feet from the rear property line will be required to provide rear access to the buildings for loading/unloading and access/parking. Second floor residential may be permitted.



THREE-STORY BUILDING STYLE



TWO-STORY BUILDING STYLE

Front setbacks will be at the right-of-way line to create a sense of place and human scale/character along Gimble Street. Parking will be provided on-street and in shared parking lots rather than in "suburban style" on-site parking lots. Balconies and canopies over the sidewalks will be required.

7.1.4 Main Street

Main Street will be reconstructed in a design suitable for the western gateway to the City and for Main Street, Pensacola. **Figure 7-8** presents the location of Main Street. A gateway entrance landmark will be created at Barrancas Avenue and Main Street. The streetscape will include sidewalks, landscaping, streetlights, on-street parking crosswalks and similar enhancements. Underground utilities will be required.

Buildings along Main Street will not exceed four stories. Front setbacks will be at the right-of-way line to create a sense of place and human scale/character along Main Street. Parking will be provided

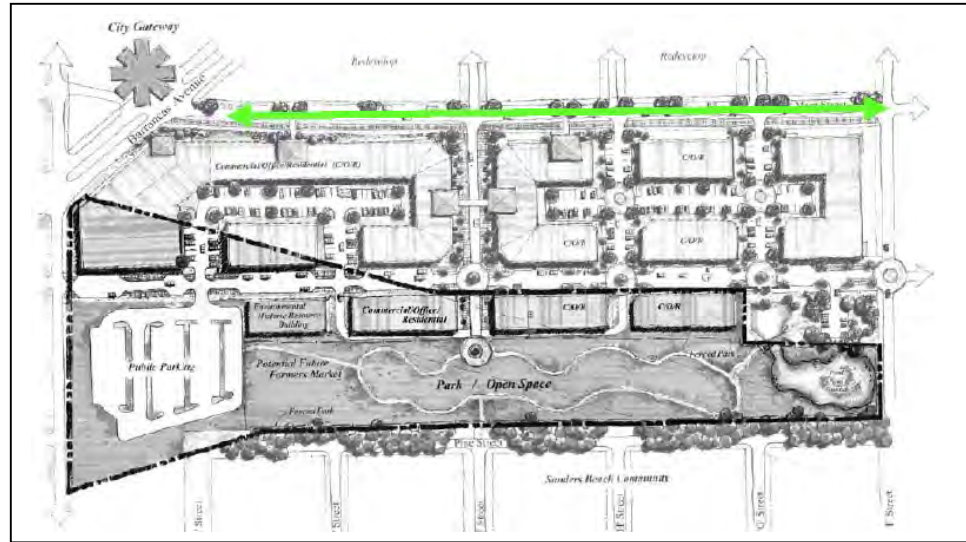


FIGURE 7-8. MAIN STREET LOCATION

on-street and in shared parking lots rather than in “suburban style” on-site parking lots. Balconies and canopies over the sidewalks will be permitted. **Figure 7-9** presents a conceptual view of how Main Street is proposed for redevelopment. The commercial land uses may be of a nature to attract a regional and community-wide market but will not include “Big Box” retail. A retail theme such as the “renovation district” may be developed to attract businesses of a similar type and to market the area to the region. Building design and architecture will be in a scale that is consistent with traditional neighborhood development principals.

The development of Main Street as shown in the conceptual designs assumes the lumber yard has moved to a more desirable location for industry-type businesses. Main Street development may be conducted in phases to encourage the industrial/manufacturing businesses to relocate and allow for more pedestrian-friendly commercial properties.



FOUR-STORY BUILDING STYLE



FIGURE 7-9. MAIN STREET LOOKING EAST

7.1.5 Side Streets

Several side streets including “L”, “I” and “F” Streets will be reconstructed with a design similar to Main Street and Gimble Street. Underground utilities will be required. **Figure 7-10** presents the side street locations. The principal gateway into the park facility will be located south of the roundabout at “I” Street at the



FIGURE 7-10. SIDE STREET LOCATIONS

intersection with Gimble Street. The area will include a secure access that can be locked at park closing time. A decorative fence and arch entrance gateway will be included at this location. The sidewalk from Gimble Street will extend into the park through the gateway at this location and connect to the park’s walking trail. **Figure 7-11** presents a conceptual view of “I” Street looking south towards the park.

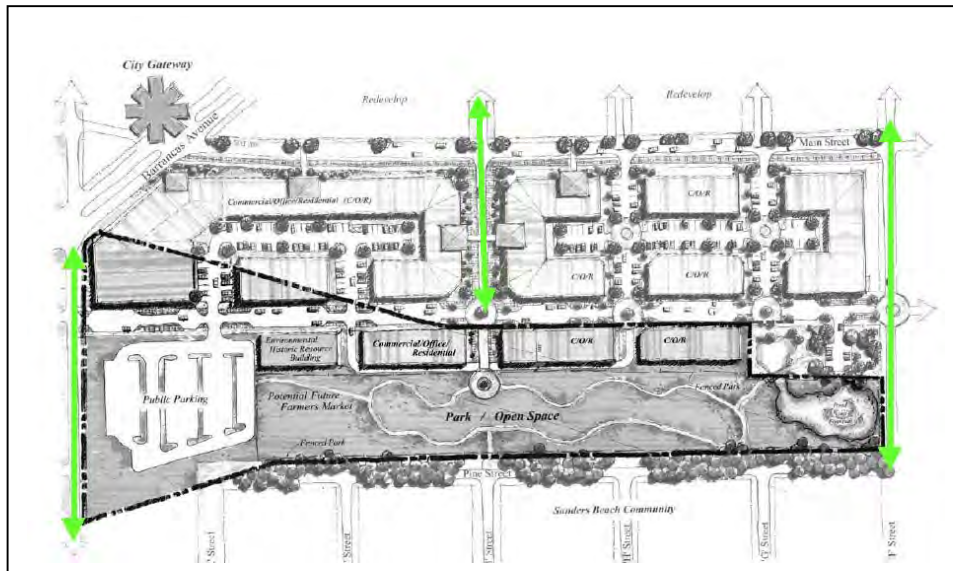


FIGURE 7-11. "I" STREET LOOKING SOUTH

7.1.6 Educational Resource Building

An educational/historical resource building will be developed on the south side of Gimble Street. **Figure 7-12** presents the proposed location of the educational resource building. The facility will include educational exhibits about the history of the ACW Site as well as the Superfund Program, site remediation efforts and other environmental issues. The facility will also include public restrooms and a snack shop. A small arboretum may be developed and could include the sale of plant seedlings. EPA is excited about this opportunity to educate the public on the Superfund Program and has commented there may be some available funding to construct and operate this resource building.

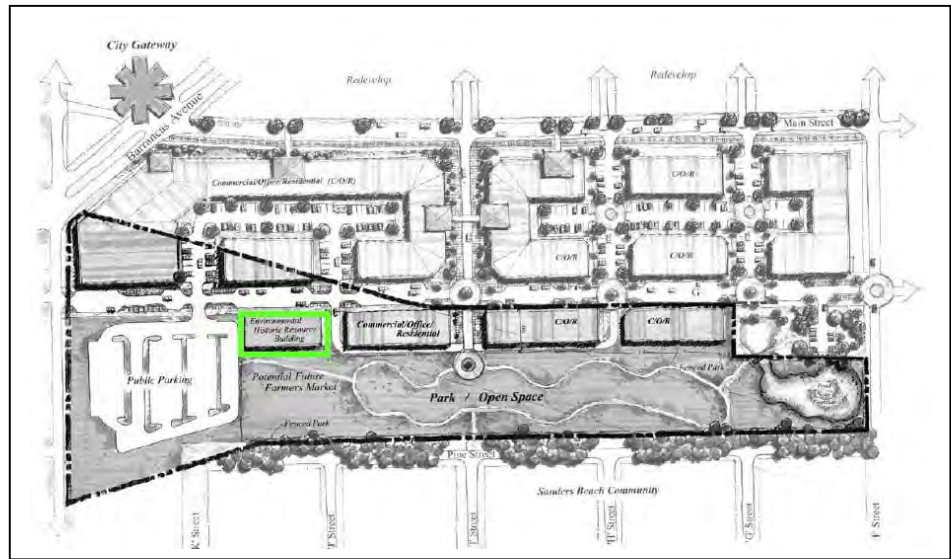


FIGURE 7-12. EDUCATIONAL RESOURCE BUILDING LOCATION

7.1.7 Wellfield/Parking Lot

A parking area will be provided on the western end of the ACW Site in the area generally between the "L" Street right-of-way and the "K" Street right-of-way. **Figure 7-13** presents the location of the wellfield/parking lot. This area will also include facilities for the EPA to

continually access their wells. The parking lot will be accessed from “L” Street. An entrance into the park will be constructed from the parking lot. This parking lot will serve as the parking area for the nearby retail/office/service facilities as well as the resource building, park and periodic farmers’ market.

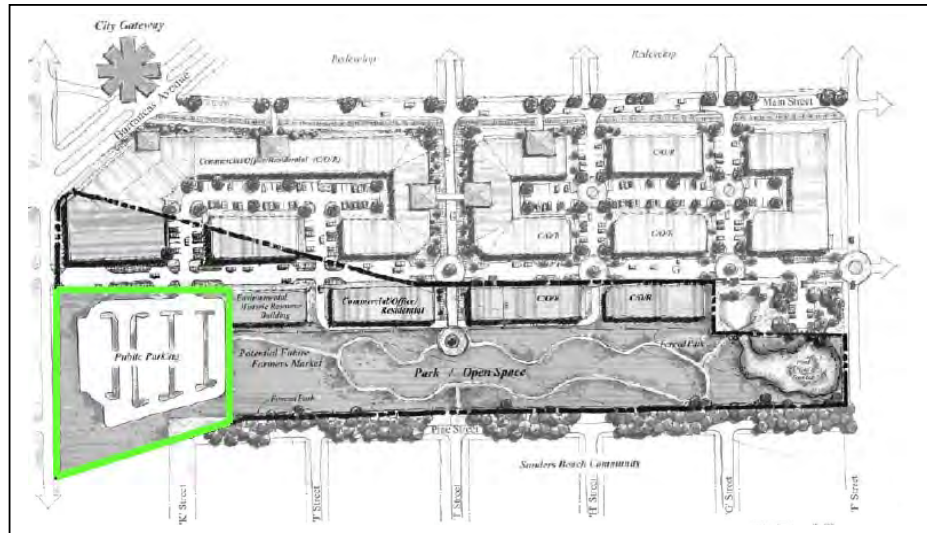


FIGURE 7-13. WELLFIELD/PARKING LOT LOCATION

7.1.8 Stormwater Retention Pond

A stormwater retention pond will be developed on the eastern end of the ACW Site (Figure 7-14). The pond may be designed to incorporate the existing pond to the north and will be permanently wet and be of a natural appearance. A fountain may be included as well as a walking bridge over the pond to connect to the walking trail in the park. Properties located at the southwest intersection of Gimble Street and “F” Street could be acquired and developed as a small parking facility for park access. Significant trees located on these properties will be preserved wherever possible.

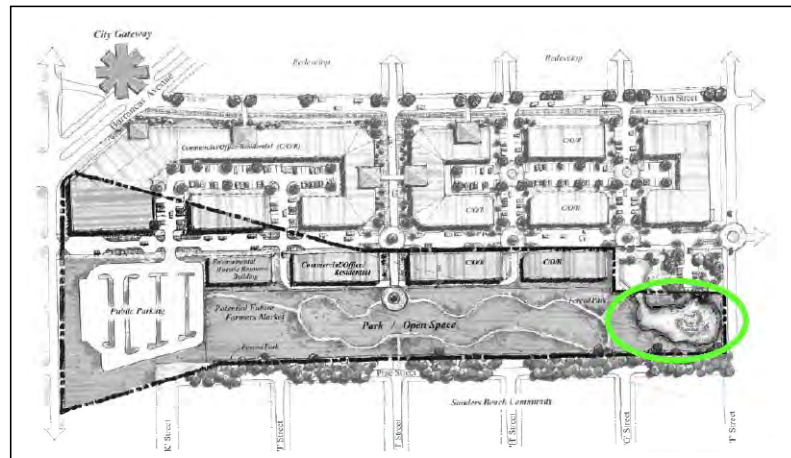


FIGURE 7-14. STORMWATER RETENTION POND LOCATION



RETENTION POND



FOOTBRIDGE

7.2 Implementation

Once the conceptual reuse plan has been endorsed by all stakeholders and receives City Council approval, the concept must be implemented in to the City's overall comprehensive plan. Implementation strategies are provided in the following sections.

7.2.1 Site Master Plan to Support Timely Development Integrated with Cleanup

The implementation of the recommended conceptual reuse plan can be phased and does support the timely development of the Site with the proposed cleanup activities. The park/open space feature on the southern two-thirds of the property can be started with the implementation of the cleanup. The development of the commercial areas on the northern one-third can be completed at a later date. At this time, the cleanup can proceed with the proper compaction and drainage design to handle such development in the future.

7.2.2 Compatibility with Community and Stakeholder Objectives

The recommended conceptual plan is compatible with the community and stakeholders' objectives. The conceptual plan provides for a balance between the commercial development of the Site while providing for a buffer between the commercial development and the residential development to the south.

7.2.3 Recommended Comprehensive Plan Amendments

To successfully implement the recommended conceptual reuse plan, a series of comprehensive plan amendments are recommended. The Future Land Use Map should be amended to eliminate the industrial land use designation of the Site. It is recommended that the Site be designated as commercial. If the City acquires the property, the open space/park portion should be designated as conservation. In the surrounding area, most of the industrial land use designation should be changed to commercial. Future land use and zoning amendment procedures are included in **Appendix B**.

7.2.4 Recommended Zoning Amendments

It is recommended that a Western Gateway Redevelopment (WGR) District zoning classification be created and applied to the area generally from Barrancas Avenue on the west to "A" Street on the east, Gimble Street on the south to Government Street on the north (**Figure 7-15**). The entire ACW Site should be initially included in the rezoning to the WGR District classification. The Redevelopment District classification will be similar to the City's existing Waterfront Redevelopment District and will include a list of permitted uses that are of a character suitable to the classification as well as building and site development design requirements. Design requirements will include regulations to promote redevelopment of the district in a character and scale that is consistent with traditional neighborhood development principals. A site plan review and approval process will be established to assure compliance with the design requirements of the district.

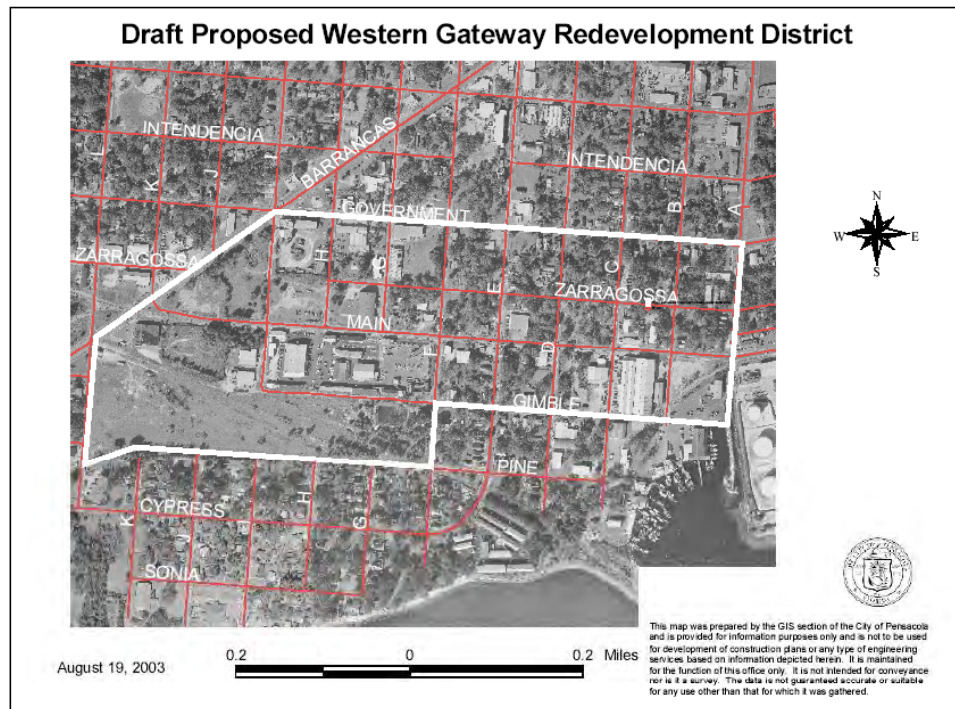


FIGURE 7-15. DRAFT PROPOSED WESTERN GATEWAY REDEVELOPMENT DISTRICT

Upon City ownership of the ACW Site, the area of the Site designated for the open space/park facility will be rezoned to Conservation District to assure the continued public open space/park use of this property. The industrially zoned properties surrounding the Site should be changed to the appropriate commercial zoning classification or the Western Gateway Redevelopment classification.

7.2.5 Deed Restrictions

The use of the southern two-thirds of the ACW Site should be restricted to public open space/park. Incorporate any institutional controls mandated by the contaminated media left on the Site (i.e., soil and groundwater restrictions).

7.2.6 Create a Community Redevelopment Area

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas (CRAs) when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a CRA include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of

Necessity determines that the required conditions exist, the local government may create a CRA to provide the tools needed to foster and support redevelopment of the targeted area.

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The redevelopment plan is a living document that can be updated to meet the changing needs within the CRA; however, the boundaries of the area cannot be changed without starting the process from the beginning.

Downtown Pensacola's redevelopment is guided by the City's Community Redevelopment Agency which is comprised of the 10 City Council members and a citizenry determined to revitalize the historic waterfront city. Created in 1980, the Community Redevelopment Agency funds public infrastructure to foster private investment in new development and renovation. It is recommended that the City designate the general area north of the ACW Site as a CRA and that a tax increment-financing (TIF) district be established to fund infrastructure and redevelopment related improvements. The TIF district would include the entire ACW Site and those properties north of Gimble Street to Government, between Barrancas Avenue and "A" Street.

Several steps will have to be accomplished before the CRA becomes a reality. These steps are briefly outlined below.

- Adopt the Finding of Necessity. This will formally identify the blight conditions within the targeted area and establish the area boundary.
- Develop and adopt the Community Redevelopment Plan. The plan addresses the unique needs of the targeted area and includes the overall goals for redevelopment in the area, as well as identifying specific projects.
- Create a Redevelopment Trust Fund. Establishment of the Trust Fund enables the Community Redevelopment Agency to direct the increase in real property tax revenues back into the targeted area.

7.2.7 Brownfields Designation

EPA defines brownfield as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant". The remediation and redevelopment of brownfields is a key strategy in the City's overall redevelopment goals. Because brownfields present difficult challenges for redevelopment, many communities offer incentives to encourage private investment to return these underutilized sites to productive use. In 1997, the Florida Legislature established the Brownfield Rehabilitation Program that offers a number of economic and regulatory incentives for cleanup and redevelopment of sites that are officially designated as brownfields. In order for a site to become officially designated as a

brownfield, the local government entity must adopt a resolution declaring the site a brownfield. Additionally, certain public notice and public input requirements must be fulfilled in accordance with the Florida Brownfields Redevelopment Act.

The brownfield designation process generally takes months to complete. In many cases, real estate deals are time sensitive transactions and cannot accommodate the time necessary to navigate through the brownfields designation process. Consequently, many potential redevelopers of brownfield properties develop on greenspace (undeveloped land) to avoid delays in their project. To avoid these delays, many communities proactively designate their older commercial/industrial areas as brownfields, rather than waiting until a property owner makes a specific request for designation. It is recommended that the City designate appropriate properties within the ACW study area as “Brownfield Areas” that may be eligible for incentives to help spur development in the area.

7.2.8 Restoration Design District

There is a strong interest in the community to see the establishment of small neighborhood retail within the ACW Site and the surrounding area. One way to accomplish this is to create a destination commercial area. This could be accomplished by locating one or more “Big Box” type of establishments in the area. Such projects are businesses that people drive to, thus a destination commercial establishment. However, the community is strongly opposed to any “Big Box” construction.

Another way to accomplish this goal is to co-locate small specialty businesses that draw people from a wide geographic area. This group of businesses then becomes the destination commercial area. This destination area can then support the small neighborhood retail shops desired by the community (such as cafés, etc.).

7.2.8.1 Concept

The City of Pensacola has a very long history. There has been and is ongoing restoration of old buildings and the construction of new buildings that have historical features. The restoration and preservation of historical buildings, the redecoration of older structures, and the construction of theme buildings is a large business in Pensacola.

The co-location of professionals, businesses, and trades specializing in these services would complement that business and would create the destination commercial area needed for the success of the redevelopment of the ACW Site and the surrounding neighborhood. The proposed name for such an area is the “Pensacola Restoration Design District.”

It is important to think big on the impact of such an area. The market for these businesses could stretch west to Mobile, north into southern Alabama and southwest Georgia, and east to Tallahassee.

7.2.8.2 Description

The Pensacola Restoration Design District would be initially located along Main and Gimble Streets between “F” Street and Barrancas. It could grow west toward Pace Boulevard and north. Distinctive Kitchens and Wickes Lumber would be the seeds to the development of this area. Additional retail/office space would be located along Main and Gimble Streets.

These streets would be designed with on-street parking. Additional off-street parking would be provided behind the buildings and in public parking lots.

The intention is to attract professional, specialty trades and retail businesses to the area to create a destination commercial area. As a result, a variety of jobs with different skill levels and pay levels would be created. The local schools could become involved to develop an educational program to teach the necessary trades and skills needed by the businesses of the area.

A key landmark would be established on Barrancas Avenue to identify the area as the Pensacola Restoration Design District. The redevelopment of the area would be designed to encourage pedestrian activities in the area.

Examples of other design districts throughout the country are presented in **Table 7-1**.

TABLE 7-1
Examples of Design Districts

Miami, Florida Population 362,470	The Miami Design District is an 18 block "Community of Design" located in Miami, Florida. The district is located just north of downtown Miami between North Miami Avenue and Northeast 2nd Avenue and 38th Street and 42nd Street. This area is becoming the home of interior designers, architects, home furnishing, art galleries, and furniture and design showrooms. It is open to the public Monday through Saturday. The development plan for the District is based on a pedestrian-friendly community. More information can be obtained from the website at (http://www.designmiami.com).
Key West, Florida Population 25,478	The Flagler Street Design District includes a wide variety of stores that sell everything from plumbing fixtures to wallpaper to furniture. They sell upscale products to people who are building new structures or redecorating old ones. More information can be obtained from the website at (http://www.upperkeysreporter.com/special1/specialcontent/special1.htm).
Memphis, Tennessee Population 650,100	The Memphis Antique & Design District is located between Central Gardens and Chickasaw Gardens. It is home to shops, showrooms, and studios, which feature antiques, decorative arts, interior design, artisan's wares, decorative appointments, and furnishings. Products include furniture, accessories, art, oriental rugs, gifts, fabric, ceramic tiles, stained glass, architectural elements, jewelry, silver, and much, much more. More information can be obtained from the website at (http://www.memphisantiquedistrict.com).
Atlanta, Georgia Population 416,474	Miami Circle Design District is located off Piedmont Road just north of the Lindbergh MARTA station. The District has grown to more than 70 shops since its beginning in the 1970s. More information can be obtained from the website at (http://www.buckhead.net/miamicircle/).
Savannah, Georgia Population 131,510	Starland Design District is located south of the Savannah historical district encompassing some forty blocks of midtown Savannah. The District was started in 1998 and is an Urban Renewal and Neighborhood Revitalization project. It is centered on the old Starland Dairy property and includes the surrounding commercial and residential neighborhood. The purpose of the District is to serve as a focal point where artists, designers, craftspeople, clients and neighbors can work, live, and discover one another. Sixteen businesses are currently located in the District. More information can be obtained from the website at (http://www.starlandsavannah.com/).
Dallas, Texas Population 1,188,580	The Dallas Design District is located in the old Trinity Industrial District just west of downtown Dallas. The area has a multiple use zoning that allows retail, residential and research. It is adjacent to the Trinity Antique District. Historically, the showrooms have been closed to the public. These days, several showrooms openly court the public, and Slocum Street has attracted about 30 antique dealers. Many showrooms stay open until 6 p.m. weekdays and they are open Saturdays.

TABLE 7-1 (CONTINUED)
Examples of Design Districts

Solana Beach, California Population 12,979	The City of Solana Beach designated the Cedros Design District in 1995. Originally a dusty farm road, in the 1940s Quonset huts were constructed to house the Bill Jack Scientific Instrument Company. When the company went out of business in the 1970s, the huts were converted to other uses such as artist's lofts, woodworking studios and offices. Today, there are 85 specialty retail establishments including interior designers, architects, art galleries, custom-home furnishing outlets, antiques and collectible malls and chic clothing and jewelry shops. More information can be obtained from the website at (http://www.cedrosdesigndistrict.com/).
San Francisco, California Population 776,733	The San Francisco Design Center is celebrating its 30th anniversary and is a major destination center for design products on the west coast. This center is a collection of showrooms with offerings from floor coverings, to furniture, fabric, and wall coverings. These showrooms carry products from over 2,000 manufactures. More information can be obtained from the website at (http://www.sfdesigncenter.com/).
Seattle, Washington Population 563,374	Seattle Design Center was established in the early 1970's. It is the regional center for interior designers, fine furniture manufactures, and home furnishings for the Pacific Northwest. It has more than 60 showrooms and 360,000 square feet. The Design Center has been instrumental in establishing the Seattle Design District. Home to metal fabricators, textile manufactures, tile and granite suppliers, as well as numerous small businesses. More information can be obtained from the website at (http://www.seattledesigncenter.com/).

7.2.9 Park Improvements/Structures/Sidewalks/parking

The recreation and open space improvements on the ACW site would be of a passive park type of design. For example, the landscaping would include grass and shrubs. Large trees would not be allowed due to the cap on the property. A sidewalk loop through the property and connecting access points at the four quadrants is contemplated. Benches and trash receptacles will also be provided.

A gateway entrance would be provided on the north side at I Street. This gateway is envisioned as a large gated structure that would create a grand entrance to the park. On the Gimble Street right-of-way large trees would be planted to enhance the entrance. Three additional entrances to the park are proposed, but they would be of a simple gated design. It is also recommended that a fence enclose the Park. A fence that looks like wrought iron has been proposed by the community.

A stormwater management pond is proposed at the east end of the property. This facility would be part of the remediation plan for the site. Between this pond and the existing pond for Wickes Lumber a small footbridge is proposed. If the ponds are connected, this bridge would provide access to the park. If the ponds are not connected, the bridge would provide an illusion of a larger pond.

On the west end of the property a parking lot is proposed. This lot would be designed to provide access to the wells that are located in this area. Trenches would be provided to locate the collection system piping. The pipes would be located in the trenches. The trenches could be graveled packed or have a metal grate covering to provide access to the piping.

7.2.10 Infrastructure Improvements/Streets

The Site is surrounded by water and sewer infrastructure. Water and sewer improvements should be designed at this time to determine if improvements are required in the Gimble Street right-of-way found on the ACW Site. With these facilities located in the Gimble Street right-of-way, the future commercial development can connect to those facilities. No other on-site improvements to those systems are contemplated at this time.

Drainage and stormwater management is the major infrastructure improvement needed on Site as well as off-site. The current ROD provides for the drainage of the Site to flow to the northern property line and then to the east to a retention pond located at the eastern end of the Site. With the location of the commercial development along the northern edge, the drainage patterns will have to be reconsidered. The stormwater collection system should be located at least 100 feet south of the Gimble Street right-of-way.

With the recommendation of additional commercial development in the vicinity of the ACW Site, stormwater management will become an important issue throughout the area. A master stormwater management plan for the study area should be developed as soon as possible to identify required land acquisitions and opportunities to combine facilities to save money.

In addition, "I" Street is currently an unimproved right-of-way between Main Street and Gimble Street. It provides access to two business located on the west side of the Road. "I" Street should be improved to provide better access to the adjacent properties and to provide a gateway entrance to the recreation and open space improvements on the ACW site. It is envisioned that "I" Street improvements would include a paved two-lane road, on-street parking, and wide sidewalks. Streetscape and traffic calming design would be incorporated into the overall plan of the right-of-way.

7.2.11 Acquiring Property in the Area

As the area redevelops, stormwater management and parking issues will develop. It may be necessary for the City (or the CRA) to acquire some additional land to promote the redevelopment of the area. For example, rather than having a series of small retention/detention ponds on each parcel, one regional retention/detention pond is more efficient and cost effective. The City could acquire a parcel of land to locate such a facility.

Another example is the need for parking in the area. Due to the way the property was historically subdivided, there are numerous small parcels of land. While the plan recommends on-street parking additional off-street parking will be required. As part of the overall plan for the area, the City may provide one or more parking lots for the area.

A third example, is the issue of brownfields. These sites could be acquired and used for the above describe parking facilities. Or they could be acquired for lease or to be combined with other smaller parcels to create a developable parcel.

One issue that often is raised when land acquisition is discussed for these purposes is why should public money be used to solve private property problems. If a TIF method is used to acquire property for these purposes, the property owner, through his taxes, is paying for these improvements. Another method would be through a special assessment requiring the properties that benefit from the improvements to pay for those improvements. A third

method could be a fee such as a stormwater utility fee where the beneficiary pays for the improvements.

7.2.12 City of Pensacola Capital Improvements Budget

Money for the improvements to Main Street, Gimble Street and Pine Street, and stormwater management improvements should be included in the City of Pensacola Capital Improvements Budget.

7.2.13 Economic Development Incentives

Economic Development incentives such as offered by the Enterprise Zone and the Commercial Façade Program will be offered to attract businesses to the area.

7.2.14.1 Enterprise Zone

An Enterprise Zone is a specific geographic area targeted for economic revitalizing. Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries.

The need for incentives and effective tools to overcome the challenges and impediments to business development in the City's older core area led the City, in partnership with the Pensacola Area Chamber of Commerce, to request legislative authorization to apply to the Office of Tourism, Trade and Economic Development to designate an Enterprise Zone within an eligible area of the City. Legislative authorization was granted and approved by the Governor effective May 31, 2002. Creation of the Enterprise Zone was granted by Governor Jeb Bush on January 1, 2003.

The City of Pensacola Enterprise Zone was selected in accordance to physical area and population criteria as set forth in Section 290.0055(4), Florida Statutes, and pervasive poverty and general distress criteria of Section 290.0058(2), Florida Statutes. The Enterprise Zone is comprised of one contiguous area of 5.9 square miles and comprising all or portions of Census Tracts 1, 3, 4, 6, 8, 13, 14.01, 15, 16, 18, 19 and 21, all within the City of Pensacola. The ACW Site is located within Census Tract 3.

The City's mission is to revitalize the Enterprise Zone area by creating an economic and social environment that will induce investment in productive business enterprises, increase jobs and economic opportunities for the residents. Goals for the Enterprise Zone are as follows:

- Enhance the general appearance of the Enterprise Zone
- Create an environment safe for businesses and residents to work and play
- Promote reuse and cleanup of contaminated (real or perceived) sites in the Enterprise Zone
- Improve public infrastructure to support business development and to create an active, vital community
- Enhance housing opportunities in the Enterprise Zone

- Expand and improve access to education and training opportunities for residents of the Enterprise Zone
- Develop, recruit, retain and/or expand businesses that create livable wage jobs in the Enterprise Zone

7.2.14.2 Commercial Façade Program

The Commercial Façade Program provides the use of public funds to leverage private investment for general facade improvements to structures and/or to eliminate slum and blighting influences in the Pensacola Enterprise Zone and within eligible areas of the Community Development Block Grant target area within the city limits of Pensacola. It is intended to enhance the urban framework by encouraging owners of existing buildings to restore or renovate their building storefronts, thereby improving the area's physical characteristics and enhancing the visual quality and attractiveness of the commercial environment. This effort in turn is expected to stimulate occupancy of vacant buildings as small businesses and offices relocate within the targeted areas.

The Façade Program funding of exterior building improvements shall apply to (1) improvements making the property suitable for commercial, office, or mixed-use occupancy; (2) applicants who are owners of the property for which the Façade Program funds are being sought (tenants are not eligible to apply); and (3) Owners of multiple properties within the designated program area may submit an application for improvement of only one property at a time. Additional applications submitted after the initial application has been made, will only be considered if no other first-time applications are submitted and funds are available. First time applicants will have priority over repeat applicants.

Eligible activities are limited to exterior building improvements and the correction of code violations and include:

- Removal of elements which cover original architectural details and design
- Replacement of existing signs with new signage/lighting, if attached to the building
- Addition and/or replacement of awnings/ doors/windows
- Façade Improvements, such as storefronts, display windows, painting or store exterior lighting, visible roof repairs
- Overall replacement of architectural elements, which have structural problems
- Painting, cleaning, re-pointing mortar joints of masonry
- Repairs or alterations designed to enhance the immediate exterior environment of the property
- Other activities that are limited to the correction of code violations if cited prior to application
- Any item eligible under Community Development Block Grant for this program activity

7.3 Plan Endorsement

Through a series of workshops and presentations to area interest groups, the City has received overwhelming support for the Conceptual Reuse Plan. To date, the Conceptual Reuse Plan has been endorsed by the American Creosote Works Superfund Site Redevelopment Steering Committee, the Sanders Beach Community Association, the Pensacola Area Chamber of Commerce, the Downtown Neighborhood Council, Pensacola Yacht Club as well as the City's Planning Board, Environmental Advisory Board, and Enterprise Advisory Board. Copies of endorsement letters received to date are included in **Appendix E**.

8.0 Funding and Cost

8.1 Opinion of Probable Costs

Table 8-1 presents a summary of probable costs the City may incur to redevelop the streets in the study area as well as the passive park.

TABLE 8-1
Summary of Probable Costs

Item	Assumptions	Probable Costs
Pine Street	1,800 linear feet new road construction, swale drainage, stormwater collected at eastern end of the street at "F" Street, construction cost beyond that point not included due to uncertainty as to the route of discharge, concrete sidewalk, and heavy landscaping. The costs for streetlights, potable water and sewer improvements are not included in this cost estimate.	\$798,000
Gimble Street	2,100 linear feet new road construction, curb and gutter, stormwater collected at eastern end of the street at "F" Street, construction cost beyond that point not included due to uncertainty as to the route of discharge, stamped concrete sidewalk, and landscaping. The costs for streetlights, potable water and sewer improvements are not included in this cost estimate.	\$1,465,000
"I" Street	340 linear feet new road construction, curb and gutter drainage, stormwater collected at Gimble Street and tied into the drainage on Gimble Street, stamped concrete sidewalk, streetscape landscaping. The costs for streetlights, potable water and sewer improvements are not included in this cost estimate.	\$288,750
Park & Open Space	Approximately 12.5 acres of park, 98 parking spaces on asphalt, swale drainage, final grading required for entire Site, 3,400 feet of concrete sidewalk, 20 benches and trash receptacles. Drainage to be provided by clean-up project. Perimeter fence, gateways, stormwater pond, footbridge, and lights. The costs for utilities and irrigation are not included in this cost estimate.	\$1,251,000

8.2 Federal Funding Sources

The following sections present potential funding sources that may be available for the study area and/or the ACW Site.

8.2.1 Transportation Equity Act

U.S. Department of Transportation: Transportation Equity Act for the 21st Century (TEA-21) was enacted June 9, 1998 as Public Law 105-178. TEA-21 authorizes the federal surface transportation programs for highways, highway safety, and transit for the 6-year period of 1998-2003. In 2001, Florida received over \$27 million in grant money. Cost sharing is

generally 80/20. This program will end September 30, 2003. The replacement program has not been approved at this time.

This source might be used to fund the roadway improvements that are included in this Conceptual Reuse Plan.

8.2.2 U.S. Economic Development Administration

U.S. Department of Commerce manages this grant program for the purpose of creating private sector jobs in economically depressed areas. These grants, on average, total \$850,000 per applicant. The grant funds 50 percent of the project. However, the percentage allocated is based on project criteria. This grant is available to cities, counties, states, non-profits and universities. Qualifications require that the unemployment rate must be 1 percent above the national average or that the per capita income be 80 percent or less than the national average in the applicant's area. Grants are available for various projects including water and sewer plants and lines, business incubators, industrial parks and spec buildings. To qualify, projects must be constructed on publicly owned land and be owned and operated by the applicant. Investment must *directly* create private sector jobs.

This source might be used to fund infrastructure improvements and structures that are included in this Reuse Plan.

8.2.3 Urban Park and Recreation Recovery (UPARR) Program

U.S. Department of the Interior/National Park Service (NPS) established the UPARR program to provide federal grants to local governments for the rehabilitation of critically needed recreation areas and facilities, demonstration of innovative approaches to improve park system management and recreation opportunities, and development of improved recreation planning.

Rehabilitation grants are made for close-to-home urban recreation sites that have deteriorated or where the quality of recreation services is impaired. Innovation grants cover the cost of personnel, facilities, equipment, supplies, or services associated with the development of responsive and cost-effective programs, partnerships and other approaches to improved facility design, operations or access to critical recreation services. Planning grants are made to develop Recovery Action Programs (RAP) including assessments of needs and problems, and action plans that address a system's overall priorities for revitalization.

Rehabilitation and Innovation grants are matching capital grants: 70 percent Federal and 30 percent local funds; Planning grants are matching 50 percent federal and 50 percent local funds. This source might be used to fund the park and open space improvements that are included in this Reuse Plan.

8.2.4 Transportation Enhancement Program (TEP)

The TEP is a federal program administered by the Florida Department of Transportation (FDOT). TEP guidance and direction are provided by the FDOT Environmental Management Office, whereas the selection and implementation of most enhancement projects are handled by the FDOT District Offices with input from Metropolitan Planning Organizations or County Commissions.

Funding for transportation enhancement projects is provided by the Federal Highway Administration (FHWA) through the Federal TEA-21. This funding is intended for projects or features that go beyond what has been customarily provided with transportation improvements. This program is for projects that are related to the transportation system, but are beyond what is required through normal mitigation or routinely provided features in transportation improvements. TEP is not a grant program, rather projects are undertaken by project sponsors, and eligible costs are reimbursed. This program will end September 30, 2003. The replacement program has not been approved at this time.

This source might be used to fund the roadway and rails-with-trails improvements that are included in this Reuse Plan.

8.2.5 Urban and Community Forestry Assistance Program

The USDA provides small grants of up to \$10,000 to communities for the purchase of trees to plant along city streets and for greenways and parks. To qualify for this program, a community must pledge to develop a street-tree inventory, a municipal tree ordinance, a tree commission, committee or department, and an urban forestry-management plan. This source might be used to fund the landscape improvements that are included in this Reuse Plan.

8.2.6 Small Business Tree-Planting Program

The Small Business Administration provides small grants of up to \$10,000 to purchase trees for planting along streets and within parks or greenways. Grants are used to develop contracts with local businesses for the plantings. This source might be used to fund the landscape improvements that are included in this Reuse Plan.

8.2.7 Economic Development Grants for Public Works and Development of Facilities

The U. S. Department of Commerce, Economic Development Administration (EDA), provides grants to states, counties and cities designated as redevelopment areas by EDA for public works projects that can include developing trails and greenway facilities. There is a 30 percent local match required, except in severely distressed areas where federal contribution can reach 80 percent. This source might be used to fund the infrastructure improvements that are included in this conceptual reuse plan.

8.2.8 National Recreational Trails Program

Grants are made available to government and non-profit agencies, for amounts ranging from \$5,000 to \$50,000, for the building of a trail or piece of a trail. It is a reimbursement grant program (sponsor must fund 100 percent of the project up front) and requires a 20 percent local match. This is an annual program, with an application deadline at the end of January. The available funds are split such that 30 percent goes towards motorized trails, 30 percent to non-motorized trails, and 40 percent is discretionary for trail construction.

This source might be used to fund the rails-with-trails improvements that are included in this Reuse Plan.

8.2.9 Section 108 Loan Guarantee Program

The Section 108 Loan Guarantee Program offers local governments a source of financing for economic development, large-scale public facility projects, and public infrastructure. The U.S. Department of Housing and Urban Development (HUD) sells bonds on the private market and uses the proceeds to fund Section 108 loans through the state to local governments. The local government may loan the funds (which must be repaid) to third parties to undertake eligible Community Development Block Grant activities (typically economic development) or use the funds for other eligible Community Development Block Grant activities. Community Development Block Grant future allocations are used only as secondary security for the HUD loan to the local government (the loan guarantee).

The Section 108 Loan Guarantee Program is authorized under Section 108 of the Housing and Community Development Act of 1974 (42 U.S.C. 5308) as part of the Community Development Block Grant Program (Community Development Block Grant). In 1997, the Florida Legislature passed changes to the Small Cities Community Development Block Grant Program which now allows up to \$160,000,000 in loans to be guaranteed by the state's Community Development Block Grant allocation for loans made to small cities and counties on behalf of their needs for economic and community development. The Florida Department of Community Affairs (DCA) under the Small Cities Community Development Block Grant Section in the Division of Housing and Community Development administers this program.

This source might be used to fund the infrastructure improvements needed for the economic development of the area.

8.2.10 EPA Brownfields Assessment Grant

Assessment grants provide funding for a grant recipient to inventory, characterize, assess, and conduct planning and community involvement related to brownfield sites. An eligible entity may apply for up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) and up to \$200,000 to address a site contaminated by petroleum. The following apply to this grant:

- Applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) at a single site. Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested. Due to budget limitations, no entity may apply for more than \$700,000 in assessment funding.
- The performance period for these grants is two years.

The EPA Brownfields Assessment Grant could be used on nearby sites following their designation as a brownfield site. For additional information, reference the EPA's October 2003, *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants*.

8.2.11 EPA Brownfield Cleanup Grant

Cleanup grants provide funding for a grant recipient to carry out cleanup activities at brownfield sites. The following apply to this grant:

- An eligible entity may apply for up to \$200,000 per site. Due to budget limitations, no entity should apply for funding cleanup activities at more than five sites. These funds may be used to address sites contaminated by petroleum and hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- Cleanup grants require a 20 percent cost share, which may be in the form of a contribution of money, labor, material, or services, and must be for eligible and allowable costs (the match must equal 20 percent of the amount of funding provided by EPA and cannot include administrative costs. A cleanup grant applicant may request a waiver of the 20 percent cost share requirement based on hardship.
- In order to receive a cleanup grant, the applicant must own the property for which they are applying by the time the grant is awarded and no later than September 30, 2004. For the purposes of these guidelines, the term “own” means fee simple title.
- A minimum of a Phase I site assessment must be completed prior to proposal submission.
- The performance period for these grants is two years.

The EPA Brownfield Cleanup Grant could be used on nearby sites following their designation as a brownfield site. For additional information, reference the EPA’s October 2003, *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants*.

8.3 State Funding Sources

8.3.1 Enterprise Florida

Enterprise Florida, Inc. is the principal economic development organization for the state of Florida. It is a partnership between Florida's business community and government leaders, and the organization's mission is to increase economic opportunities for all Floridians by supporting the creation of quality jobs, a well-trained workforce and globally competitive businesses. It pursues its mission in cooperation with its statewide network of economic development partners.

8.3.1.1 Economic Development Transportation Fund (Road Fund)

In order to provide the necessary transportation infrastructure that will support new and/or expanding companies, the Road Fund has been established. New and/or expanding companies are eligible for up to \$2,000,000 in assistance in grants from Enterprise Florida when a project demands improvements in transportation infrastructure.

Improvements may include, but are not limited to turn lanes, intersection improvements, widening of a roads, and other related transportation needs. A local government is the applicant for the grant and the Florida Department of Transportation must approve the

project. The number of new jobs created by the project determines the dollar amount of the grant awarded.

Job creation criteria may be waived if two of the following five criteria are met:

- Unemployment rate exceeds the state's by three percentage points;
- Project is located in a rural county, an enterprise zone or in a targeted area of a community development corporation;
- Poverty rate exceeds the state's by three percentage points or per capita income level is three percentage points below the state's average;
- Capital investment is greater than \$10 million;
- Project is a recycling project or the local area's comprehensive plan contains an economic development element.

This source might be used to fund the roadway improvements that are included in this Conceptual Reuse Plan.

8.3.1.2 High Impact Performance Incentive Grant (HIPI)

The High Impact Performance Incentive Grant (HIPI) is a negotiated incentive used to attract and grow major high-impact facilities in Florida. The Governor's Office of Tourism, Trade and Economic Development (OTTED) provide HIPI Grants to pre-approved applicants in designated high-impact employment sectors (currently silicon technology and transportation equipment manufacturing). To participate in this program, a company must be in a designated high impact sector; create at least 100 new full-time equivalent jobs, (if a research and development facility, create at least 75 new full-time equivalent jobs), in Florida in a three year period; and make a cumulative investment in the state of at least \$100 million (if a research and development facility, make a cumulative investment of at least \$75 million) in a 3-year period.

This source maybe used to attract high-impact employment sector facilities to the area.

8.3.1.3 Total Project Participation Grant

To actualize real hard cost in the development of a project, the Total Project Participation Grant funds activities including but not limited to:

- Construction
- Land acquisition
- Project management
- Feasibility studies
- Engineering
- Equipment

The grant amount is 25 percent of appropriated funds or \$1,000,000. This source might be used to fund the development costs that are included in this Reuse Plan.

8.3.1.4 Small Bond Program

The Small Bond Program finances smaller projects (up to \$2,000,000). The financing is pooled with other projects within the state allowing projects to share in the cost of the issue. This sharing provides substantial savings to entities wishing to expand using revenue bonds. This source might be used to fund the infrastructure, park, or open space improvements that are included in this conceptual reuse plan.

8.3.2 State Community Development Block Grant

The State Community Development Block Grant Program provides states with annual direct grants which they in turn award to smaller communities and rural areas for use in revitalizing neighborhoods, expanding affordable housing and economic opportunities, and/or improving community facilities and services.

Since 1974, Community Development Block Grant has been the backbone of improvement efforts in many communities, providing a flexible source of annual grant funds for local governments nationwide. Communities can apply Community Development Block Grant funds to a variety of activities that best serve their own particular development priorities, provided that these projects (1) benefit low- and moderate-income families; (2) prevent or eliminate slums or blight; or (3) meet other urgent community development needs.

Under the State Community Development Block Grant program, HUD makes annual grants to states which in turn use the funds to provide grants to smaller communities. Florida administers the Community Development Block Grant program through the Department of Community Affairs (DCA), which for fiscal 2001 had \$32,000,000 available for distribution. DCA awards grants to smaller local governments through an annual competitive application process. The state can prioritize funds for specific activities (e.g., economic development).

The City's Community Development Block Grant program may be a source of funding for some of the recommendations of this conceptual plan.

8.3.3 Florida Communities Trust Land Acquisition Grants, Loans and Matching Grants

The Florida Department of Community Affairs manages these funds to extend incentives to local governments to protect resources identified in their local government comprehensive plans, including the conservation of natural resources. Approximately \$66 million in funds is available with a maximum award of 10 percent of the program's allocation (e.g. \$6.6 million).

- Emphasis is placed on funding economically challenged communities
- 30 percent of funding is directed toward funding in Metropolitan Areas
- 5 percent of funds are used to acquire lands for recreational trails

This source might be used to fund improvements within the Study area that will protect the City's natural environment such as Pensacola Bay.

8.3.4 Florida Highway Beautification Council/Highway Beautification Grants

The Florida Highway Beautification Council was created within the Department of Transportation the Florida Highway Beautification Council to review, score, and rank submitted Highway Beautification Grant Applications. Based on the results of this annual review process, the Secretary of the Department of Transportation may award up to a total of \$3 million in matching grants to submitting city and county governments.

Grant Applicants are required to submit construction-ready landscape plans, and if awarded a grant, agree to maintain the completed landscaped area in perpetuity. This source might be used to fund the landscaping associated with the roadway improvements recommended in this conceptual plan.

8.3.5 Waterfronts Florida

The Florida Coastal Management Program, housed in the Florida Department of Community Affairs, receives annual funding from NOAA. These funds are then dispersed and used to support local-level programs and projects. The Waterfronts Florida program grants a total of \$35,000 over two years to each of its currently designated communities. A \$10,000 grant is awarded for first-year projects which are designed to have an immediate visual impact on the targeted waterfront area. Second-year projects, which are supported by a \$25,000 grant, are aimed at creating a waterfront revitalization plan or implementing an existing plan.

Coastal governments (county and municipal) and local non-profit organizations or other similar organizations working in partnership with a local government can apply for a Waterfronts Florida designation. Eligible communities must have an approved local comprehensive plan with a coastal element, and they must also have the resources to fund a local Waterfronts Florida program manager and to maintain a Waterfronts Florida committee representing the broad interests of the waterfront area.

In odd-numbered years, waterfront communities from around the state are contacted and encouraged to apply for a Waterfronts Florida designation. The Florida Coastal Management Program will conduct on-site visits and pre-application meetings for those communities that request them. In June, the Secretary of the Florida Department of Community Affairs selects three eligible waterfront communities to award a Waterfronts Florida designation. **Table 8-2** lists the eligible waterfront communities from 1997 through 2003.

TABLE 8-2
Waterfronts Florida Communities

1997 – 1999 Communities	1999 – 2001 Communities	2001 – 2003 Communities
San Carlos Island (Lee County)	Oak Hill (Volusia County)	Panacea (Walkulla County)
St. Andrews (Panama City)	Vilano Beach (St. Johns County)	Old Homosassa (Citrus County)
Mayport (Jacksonville)	Cortez (Manatee County)	Port Salerno (Martin County)

This source might be used to fund further studies on managing and protecting the waterfront aspects of the Study area.

8.3.6 Land and Water Conservation Fund (LWCF) Program

The LWCF is a federal cooperative competitive matching grant program (one-for-one) providing financial assistance to local governments to assist with the acquisition of land for outdoor recreational activities and development of park facilities. For FY 00-01, \$3.8 million was available with a maximum grant request of \$150,000. The maximum request requires a 50/50 match ratio, and the application period for 2001-2002 is June – July. Each agency is allowed two active grants. This source might be used to fund the park and open space improvements that are included in this conceptual reuse plan.

8.3.7 Florida Recreational Development Assistance Program

FRDAP is a competitive program that provides grants for the acquisition or development of land for public outdoor recreation use and is administered by FDEP. Eligible applicants are municipal or county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation. The maximum grant amount for fiscal year 2000-01 was \$200,000. A match is required for all applications requesting more than \$50,000. The match amount increases as the amount requested increases. This source might be used to fund the park and open space improvements that are included in this Reuse Plan.

8.3.8 Florida Main Streets Program

Florida Main Street is a technical assistance program of the Division of Historical Resources, Florida Department of State, which encourages the revitalization of traditional downtown and neighborhood commercial districts through a community-based comprehensive approach. The program concentrates on cities with populations between 5,000 and 50,000. A \$10,000 start-up grant is available per designated community, and dollars are reimbursed based on the same amount spent by the local program over the course of a year - no matching funds are required. Qualification for the program includes the funding of a Main Street manager for a minimum of one year. The application deadline is the last Friday in July.

The establishment of a Main Street Program may be a tool to focus the redevelopment of the study area.

8.3.9 Economic Development Transportation Fund

The Economic Development Transportation Fund provides funding to local governments for transportation projects that serve as an inducement for business retention, location or expansion in the state of Florida. Up to \$2 million per grant may be awarded for local governments that exercise maintenance jurisdiction over the proposed transportation project. This source might be used to fund the roadway improvements that are included in this Reuse Plan.

8.3.10 Not-for-Profit Organization Grants and Loans

8.3.10.1 Kodak American Greenways Awards

The Eastman Kodak American Greenways Awards is a partnership project of Kodak, the Conservation Fund, and the National Geographic Society. This program awards small grants (\$2,500) to stimulate the planning and design of greenways in communities throughout America. The annual awards program was instituted in response to the President's Commission on Americans Outdoors' recommendation to establish a national network of greenways.

The regional 2001 project winner was Broward Urban River Trails, in Ft. Lauderdale, to develop a linear park along an abandoned railroad corridor linking Broward Urban River Trails to the corridor and neighborhoods. This source might be used to fund the rails-with-trails and the park and open space improvements that are included in this Reuse Plan.

8.3.10.2 Bank of America Catalyst Fund

This fund supports inner-city efforts to develop and sustain meaningful and lasting development projects. The fund also includes a venture capital initiative to provide funding for businesses that create or preserve jobs and improve the economic status of urban areas. This source might be used to fund the economic development activities that are included in this Reuse Plan.

8.3.10.3 Beneficia Foundation

Beneficia Foundation's mission is to enhance the quality of life through the conservation of the environment and promotion of the arts. Beneficia favors programs that are innovative, catalytic, address unmet needs, and strive for self-sustainability, and supports social issues and arts among their various programs. Specialty areas include the environment, general water resources, wildlife, fisheries and habitat.

8.3.10.4 National Fish and Wildlife Foundation

The General Challenge Grant program awards challenge grants, on a competitive basis, to eligible grant recipients, including federal, tribal, state, and local governments, educational institutions, and non-profit conservation organizations. Project proposals are received on a year-round, revolving basis with two decision cycles per year. Grants typically range from \$10,000-\$150,000, based upon need. Organizations may also apply for a small grant of \$5,000 or less at any time throughout the year.

The National Fish and Wildlife Foundation is a private, non-profit, 501(c)(3) tax-exempt organization established by Congress in 1984. The Foundation fosters cooperative partnerships to conserve fish, wildlife, plants, and the habitats on which they depend. The Foundation works with its grantees and conservation partners to stimulate private, state, and local funding for conservation through challenge grants.

Challenge grants are awarded to projects that:

- Address priority actions promoting fish and wildlife conservation and the habitats on which they depend

- Work proactively to involve other conservation and community interests
- Leverage available funding
- Evaluate project outcomes

This source might be used to fund the park and open space improvements that are included in this Reuse Plan.

8.4 Local Funding Sources

8.4.1 Tax Increment Financing District

As stated in Section 7.2.7, the Community Redevelopment Agency guides Downtown Pensacola's redevelopment. The public investment by the Community Redevelopment Agency and other public entities of \$42.1 million in improvements has generated \$127.5 million in private investment in the agency's urban core, extending south from Cervantes Street to the waterfront and bounded by "A" Street on the west and 17th Avenue on the east. Other areas can be designated under the Community Redevelopment Agency by creating a TIF district.

TIF is a method of financing public development through the issuing of bonds. A public agency is authorized by the Florida Statutes to issue bonds as a way of repaying indebtedness incurred by local redevelopment agencies. It permits cities and counties to issue revenue bonds that pledge the incremental tax increase in property values resulting from redevelopment projects to be used for repayment. It provides that the assessed property value of a redevelopment project area be frozen upon establishment of the project. The frozen base continues to go to the local taxing agencies through the duration of the redevelopment project. Any growth in the assessed property value in the redevelopment project area over the frozen base is used in the repayment of indebtedness incurred by the public agency in conjunction with the development or redevelopment area.

8.4.2 Local Option Taxes

The Local Option Sales Tax (LOST), provides funding for capital projects and can also be used for the purchase of public safety capital equipment. The citizens of Escambia County originally authorized the LOST for a period of seven years in a referendum in 1992. The original authorization expired in June 1999. In May 1997, the citizens of Escambia County approved an eight-year extension of the tax through May 31, 2007. Collections, however, will be received through June 30, 2007 (City of Pensacola 2003). LOST funds are used for the construction of various infrastructure improvements not financed by proprietary funds, including port improvements, parks and recreation improvements, street resurfacing and reconstruction, fire station renovations and similar capital projects.

8.4.3 Stormwater Utility Fee Fund

Many of Pensacola's neighborhoods were developed before stormwater runoff was recognized as a major problem. With no regulatory requirements in place, little action was taken to prevent or contain stormwater runoff from entering water bodies. To address the

growing problem, the Pensacola City Council approved a stormwater management ordinance in November 2000. In July 2001 a resolution was adopted creating a stormwater utility and establishing a non-ad valorem stormwater utility fee of \$4.40/month for the standard equivalent stormwater unit. The Stormwater Utility Fee Fund accounts for the receipts and expenditures of the stormwater utility fee revenue. Expenditures are for the day-to-day operations of stormwater and street cleaning functions (City of Pensacola 2003).

8.4.4 Commercial Façade Program

As discussed in Section 7.2.14.2, the City of Pensacola Housing Department/Community Redevelopment Agency Commercial Façade Program applies to commercial or mixed use properties fronting on corridors located in the designated Enterprise Zone within the Community Development Target Area or within the Community Redevelopment Area, and the Old East Hill area, located generally between Cervantes Street and Wright Street, and Ninth Avenue and Hayes Street. Funding for the Commercial Facade Program is provided in two forms, grants and forgivable loans.

Eligible applicants can receive a one-time grant not to exceed \$2,000.00 for facade improvements for a stand-alone project. Façade grants shall be secured by a lien against the involved property. The lien shall be forgiven after a period of one year from the date of project completion. Grants are not subject to matching funds.

Forgivable loans up to a maximum of \$50,000.00 per owner can be obtained, with a requirement that the property owner provide a minimum of 100 percent match. The loan will be extended over a period of five years, at a zero percent interest rate. All loans will be secured by a mortgage/trust deed. The loan is forgiven in equal amounts (20 percent) annually over a five year period, from the date of loan closure, providing that the owner maintains the property in a commercial or mixed-use and does not sell or otherwise transfer ownership of the property or convert to 100 percent non-commercial use. If any of the prior referenced activities should occur within the 5-year period, the balance of the loan will then become due and payable.

Façade program funding, either a grant or a loan, is limited to one time per property. Both grants and loans are limited to funding allocations for any given fiscal year. All commercial rehabilitation is limited to exterior improvements of the building and the elimination of code violations [subject to Community Development Block Grant regulations found in 24 CFR Part 570.202(a) (3)].

8.4.5 City of Pensacola Enterprise Zone Incentives

The City of Pensacola provides grants not to exceed \$2,000, and/or five (5) year forgivable matching loans not to exceed \$50,000, to owners of commercial buildings located in the Enterprise Zone. Eligible applicants can receive a grant not to exceed \$2,000 for facade improvements for a stand-alone project, or a deferred loan not to exceed the maximum amount of \$50,000 per property owner. Grants are not subject to matching funds. Only property owners may apply. Loans require a minimum 100 percent match. City funds are limited to exterior improvements of the building and/or elimination of code violations. Funding is limited and is appropriated annually by City Council. Each applicant is limited to one grant and one loan. All grants will be secured by a lien. All loans will be secured by a

mortgage/trust deed. Liens are forgiven 1 year from the date of project completion. Loans will be forgiven 20 percent per year over a 5-year period. The loan balance is payable if the property is sold or if the ownership is transferred within 5 years from the date of the loan. Projects must demonstrate a public benefit of visibly eliminating slum and blight. Businesses must complete a UBED application form available online, or from the City's Enterprise Zone Coordinator, CRA or Housing Department. Each application will be evaluated for award by a review committee. Applications over \$10,000 will be evaluated and submitted to City Council for approval.

8.4.6 City of Pensacola Economic Ad Valorem Tax Exemption

Escambia County offers several ad valorem tax exemptions, including the economic development exemption. Numerous factors, such as the size of the business and number of employees, influence the amount and length of the exemption granted by the Escambia County Commissioners. Applications for all exemptions must be made no later than March 1 of the assessment year. Initial applications must be made in person at the Escambia County Property Appraiser's Office.

9.0 References

City of Pensacola Department of Community Design and Planning, City of Pensacola Comprehensive Plan. November 2000

City of Pensacola, Fiscal Year 2003 Approved Budget.

U.S. Department of Commerce Economics and Statistics Administration, U.S. Census Bureau, *2000 Census Population and Housing*, November 2002.

U.S. EPA, *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants*, October 2003.

U.S. EPA, *Amended Record of Decision, Operable Unit 1, American Creosote Works Site*, May 1999.

U.S. EPA, Office of Emergency and Remedial Response, *Reuse of CERCLA Landfill and Containment Sites*, OSWER 9375.305P, September 1999.

U.S. EPA, Office of Emergency and Remedial Response, *Reusing Superfund Sites: Turning Toxic Wastelands into Productive Assets*, OSWER 9230.0-85, March 2001.

U.S. EPA, Office of Solid Waste and Emergency Response, *Reuse Assessments: A Tool to Implement the Superfund Land Use Directive*, OSWER 9355.7-06P, June 2001.

U.S. EPA, Office of Emergency and Remedial Response, *Reusing Superfund Sites: Commercial Use Where Waste is Left on Site*, OSWER 9230.0-100, February 2002.

Appendix A Permitted Land Uses

TABLE A-1 Permitted Uses by Zoning District										
Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Single-family detached dwellings	17.4 u/a	*	12.8 u/a	*	*	*	*	*		
Accessory residential units	*	*								
Single-family attached dwellings (townhouse)	*	*	21.8 u/a	*	*	*	*	*		
Single-family attached dwellings (quadraplex)			21.8 u/a	*	*	*	*	*		
Single-family detached zero lot line				*	*	*	*	*		
Two-family attached dwellings (duplex)	17.4 u/a	*	17.4 u/a	*	*	*	*	*		
Multiple-family attached dwellings			35 u/a	35 u/a	35 u/a	35 u/a	35 u/a	35 u/a		
Community residential homes	*	*	*	*	*	*	*	*		
Residential design manufactured homes	12.4 u/a	*	12.8 u/a							
Manufactured homes park			*		*	*				
Family day care homes	*	*								
Bed and Breakfast			*	*	*	*	*	*		
Schools and educational institutions	*	*	*	*	*	*	*	*	*	*
Libraries and community centers	*	*	*	*	*	*	*	*	*	*
Buildings used exclusively by the federal, state, county and city government for public purposes	*	*	*	*	*	*	*	*	*	*
Churches, Sunday school buildings and parish houses	*	*	*	*	*	*	*	*	*	*
Home occupations	*	*	*	*	*	*	*	*	*	*

TABLE A-1 Permitted Uses by Zoning District										
UseZoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Municipally owned and operated parks and playgrounds	*	*	*	*	*	*	*	*	*	*
Childcare facilities					*	*	*	*	*	*
Private clubs and lodges					*	*	*	*	*	*
Boarding and lodging houses					*	*	*	*	*	*
Dormitories					*	*	*	*	*	*
Office buildings					*	*	*	*	*	*
Retail food and drug store					*	*	*	*	*	*
Personal service shops					*	*	*	*	*	*
Clothing and fabric stores					*	*	*	*	*	*
Home furnishing, hardware and appliance stores					*	*	*	*	*	*
Banks					*	*	*	*	*	*
Bakeries (retail)					*	*	*	*	*	*
Pawnshops and secondhand stores					*	*	*	*	*	*
Floral shops					*	*	*	*	*	*
Health clubs, spas, and exercise centers					*	*	*	*	*	*
Martial arts studios					*	*	*	*	*	*
Laundromats and dry cleaners					*	*	*	*	*	*
Laundry and dry cleaners pick-up stations					*	*	*	*	*	*
Restaurants					*	*	*	*	*	*
Studios					*	*	*	*	*	*

TABLE A-1 Permitted Uses by Zoning District										
Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Mortuary and funeral parlors					*	*	*	*	*	*
Appliance repair shops					*	*	*	*	*	*
Gasoline and service stations					*	*	*	*	*	*
Retail sales and services					*	*	*	*	*	*
Motels/hotels					*	*	*	*	*	*
Vending Machines					*	*	*	*	*	*
Car Washes					*	*	*	*	*	*
Movie theaters, except drive-in theaters					*	*	*	*	*	*
Open air sale of trees, plants and shrubs					*	*	*	*	*	*
Pet shops					*	*	*	*	*	*
Parking lots and parking garages					*	*	*	*	*	*
Pest extermination services					*	*	*	*	*	*
Animal hospitals and veterinary clinics					*	*	*	*	*	*
Bars					*		*	*	*	*
New car lots and used car lots					*		*	*	*	*
Pool halls					*		*	*	*	*
Newspaper offices and printing firms					*		*	*	*	*
Business schools					*		*	*	*	*
Car rental agencies and storage					*		*	*	*	*
Marinas					*		*	*	*	*

TABLE A-1
Permitted Uses by Zoning District

[illegible][illegible]

TABLE A-1
Permitted Uses by Zoning District

[illegible]

TABLE A-1
Permitted Uses by Zoning District

Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Stone yard or monument works									*	*
Manufacture of electrical signs, drugs, food products, musical instruments, toys, pottery, firearms, boats, farm tools, aircraft, automobiles									*	*
Industrial research laboratories									*	*
Community correction centers									*	*
Uses not permitted in M-1										*
Hospitals, clinics				*						
Nursing homes, rest homes, convalescent homes				*						
Social services homes/centers				*						
Private stables	*	*	*	*						
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations	*	*	*	*						
Accessory structures, buildings and uses customarily incidental to the above uses	*	*	*	*	*	*	*	*	*	*
Cemeteries	*	*		*						

u/a: Units per acre

Appendix B

Future Land Use and Zoning Amendment Procedures

Future Land Use Map Amendment Procedure

As described above, all land development orders must be consistent with the comprehensive plan. In order to zone the property for a use other than industrial, the future land use map needs to be amended to an appropriate land use designation. The following is a description of that process.

1. The applicant submits Comprehensive Plan amendment application to Planning Department at least 30 days prior to Planning Board hearing. There is a non-refundable filing fee \$350 to be submitted with the application.
2. The applicant publishes a two-column by 10-inch display advertisement with a map in the newspaper with type no smaller than 18 point in the headline announcing the date, time and location of the Planning Board and City Council public hearings. This is required at least 7 days prior to the Planning Board meeting. The Planning Department prepares the ad.
3. The Planning Department places sign with public notice on property at least 7 days prior to Planning Board public hearing.
4. The Planning Board reviews future land use amendment at public meeting and makes recommendation to City Council.
5. The appropriate City Council Committee reviews Planning Board recommendation and reports to City Council with recommendation for transmittal to the Department of Community Affairs (DCA).
6. The City Council reviews the Comprehensive Plan amendment at a public hearing and either approves the request for transmittal to DCA or disapproves the request for transmittal and further consideration.
7. The Planning Department transmits 10 copies of the Plan amendment to the DCA and regional and state agencies.
8. After a 60-day review period, the DCA shall transmit in writing its Objections, Comments, and Recommendations (OCR) Report to the City for a City Council public hearing date. The City shall consider all comments received, but may adopt the amendments despite any adverse comments received. **
9. The appropriate City Council Committee reviews the Planning Board recommendation and DCA comments and reports to City Council with recommendation for a City Council public hearing date.
10. The City Council reviews the Committee recommendation and sets a public hearing date, which will be at least 40 days from this date.
11. The Applicant secures list from local title company of current property owners within a 500-foot radius of the proposed rezoning. Public notices (copy of letter and map provided by the Planning Department) are mailed via certified-return receipt at applicant's expense, at least 30 days prior to scheduled City Council public hearing date. Notice shall state date of the public hearings required by the Council.

12. The Planning Department places sign on property with the future land use amendment announcing date, time, and location of City Council public hearing at least 15 days prior to the hearing.
13. The applicant publishes a two column by 10-inch display advertisement with a map in the newspaper with type no smaller than 18 point in the headline announcing the date, time, and location of the City Council public hearing. This is required at least 5 days prior to the City Council public hearing. The Planning Department prepares the ad.
14. At least 5 days prior to the second public hearing, the applicant shall file with the City Clerk an affidavit showing:
 - a) the lands that lie within 500-foot radius of the property requested to a future land use map amendment,
 - b) the names of the owners of said lands,
 - c) legal descriptions,
 - d) the date and post address to which copy was mailed, and
 - e) the return receipt notices that were mailed, received, or returned.
15. The City Council shall hold a public hearing, as advertised above. The hearing shall be held after 5 PM on a weekday. The first reading of the Comprehensive Plan amendment ordinance may be read at the second public hearing. The second reading of the ordinance may be read at the next regularly scheduled Council meeting.
16. The adopted ordinance(s) will not become effective until DCA completes its 45-day compliance review.
17. Any affected person may, within 21 days after publication of the DCA notice to find the Plan amendment in compliance, file a petition with the DCA pursuant to S.100.57, F.S.

* The local planning agency (Planning Board) is required to hold a public hearing on all Plan amendments prior to transmittal to DCA. In order to provide ample time for the State mandate, a 30-day public notice would be required. This time will also be needed for the City staff to review all amendments and zoning changes if this process is consolidated into a twice-a-year procedure.

** The City is required to hold an additional public hearing on the proposed changes, if any, included in the comments from the DCA. If the City does receive objections from DCA, conducts the public hearing and still does not adopt revisions which bring the amendment into compliance, DCA will issue a notice of intent to forward the amendment to the Division of Administrative Hearings. If the administration Commission finds that the amendment is not in compliance, it shall specify remedial actions required by the City to bring the amendment into compliance. The Commission may also direct State agencies not to provide funds to increase the capacity of roads, bridges, and water/sewer systems in non-complying local governments. In addition, funds from the Recreation Development Assistance Program and the Revenue Sharing Program may also be withheld.

Zoning Map Amendment Procedure

The following is the procedure for a zoning map amendment.

- 1) The applicant submits rezoning amendment application to Planning Department at least 30 days prior to Planning Board hearing. There is a non-refundable filing fee \$350 to be submitted with the application.
- 2) The Applicant publishes a two column by 10 inch display advertisement with a map in the newspaper with type no smaller than 18 point in the headline announcing the date, time and location of the Planning Board and City Council public hearings. This is required at least 7 days prior to the Planning Board meeting. The Planning Department prepares the ad.
- 3) The Planning Department places sign with public notice on the property at least 7 days prior to Planning Board public hearing.
- 4) The Planning Board reviews the rezoning amendment at public meeting and makes recommendation to City Council.
- 5) The appropriate City Council Committee reviews the Planning Board recommendation and reports to City Council.
- 6) The City Council reviews the rezoning at a public hearing (First Reading), and sets a public hearing date, which will be at least 40 days from this date.
- 7) The applicant secures list from local title company of current property owners within a 500-foot radius of the proposed rezoning. Public notices (copy of letter and map provided by the Planning Department) are mailed via certified-return receipt at applicant's expense, at least 30 days prior to scheduled City Council public hearing date. Notice shall state date of both public hearings required by the Council.
- 8) The Planning Department places a sign on property to be rezoned announcing date, time, and location of City Council public hearing at least 15 days prior to the hearing.
- 9) The Applicant publishes a two column by 10 inch display advertisement with a map in the newspaper with type no smaller than 18 point in the headline announcing the date, time, and location of the City Council public hearing. This is required at least 5 days prior to the City Council public hearing. The Planning Department prepares the ad.
- 10) At least 5 days prior to the second public hearing, the applicant shall file with the City Clerk an affidavit showing:
 - a) the lands that lie within 500' radius of the property requested to a future land use map amendment,
 - b) the names of the owners of said lands,
 - c) legal descriptions,
 - d) the date and post address to which copy was mailed, and

- e) the return receipt notices that were mailed, received, or returned.

The City Council shall hold a public hearing, as advertised above. The hearing shall be held after 5 PM on a weekday. The second reading of zoning map amendment ordinance is read and voted up or down.

Appendix C Fact Sheets



Don't miss the
American Creosote Works Superfund Site
Redevelopment Workshop!
It's your chance to make history!

Thursday, May 15th 2003, from 5 - 9 p.m.
at the Sanders Beach Community Center
913 "I" Street

P.S. Spread the word!
Make sure your neighbors plan to participate as well!



YOU ARE INVITED TO PARTICIPATE

In a Public Workshop For The
American Creosote Works
Superfund Site Redevelopment

The City of Pensacola and CH2MHILL are requesting your participation in a Workshop to discuss potential future reuses of the American Creosote Works Superfund Site.

Thursday, May 15th 2003, from 5 - 9 p.m.
at the Sanders Beach Community Center
913 "I" Street

Now is your chance to make history! Be a part of the reuse development of the former American Creosote Works Site. This meeting is the first of a series of public workshops and will be a brainstorming session to gather your ideas of what the site's future holds. Bring your ideas to the meeting of what you would support or even oppose at the 18-acre site and surrounding area. Call your friends and neighbors and get involved!

For further information, call the City
of Pensacola Planning and Neighborhood
Development Department at (850) 435-1670
or visit www.ci.pensacola.fl.us
and click on
American Creosote Works Redevelopment.

Workshop hosted by:



City of
Pensacola



Architectural Affairs



Planning and Neighborhood Development
City of Pensacola
6th Floor, City Hall
P.O. Box 12910
Pensacola, FL 32521-0031

History of the American Creosote Works Superfund Site

From 1901 to 1981, American Creosote Works, Inc. (ACW) conducted wood preserving operations on its 12-acre site, located at the corner of “L” Street and Barrancas Avenue just north of the Sanders Beach area. ACW’s process involved the use of creosote and pentachlorophenol (PCP). Liquid wastes were discharged into two unlined ponds, and aromatic hydrocarbons and dioxins contaminated the groundwater, soil, and sediment. The United States Environmental Protection Agency (USEPA) designated the ACW site and immediate surrounding area (a total of 18 acres) as a Superfund site in 1983. In 1985, USEPA signed a Record of Decision (ROD) that selected a remedy for all onsite and offsite contaminated surface soil (top two feet of soil), sludges and sediments. The remedy was to consolidate these materials into an onsite landfill. The State of Florida did not agree, and further studies were conducted. A May 1989 ROD called for onsite biological treatment of the soil. Unfortunately, the treatment was not effective, and an Amended ROD (AROD) was submitted in 1999 calling for the construction of a multi-layer, approximately 4-foot thick soil cap. Although protective, this soil cap would limit the future use of the site.

The USEPA’s most recent recommendation calls for a modified asphalt cap (rather than the previously suggested soil cap) to contain the

contamination and protect the surrounding communities. First, the soil, sludge, and sediments contaminated with creosote would be consolidated on the site, which would isolate the waste and prevent chemicals in the waste from moving into surrounding areas. Then, the surface of the waste would be covered with a special 4-inch thick asphalt cap to prevent direct human exposure to the toxic chemicals left in place and prevent rain from seeping through to the underlying soils. The groundwater at the site, which is currently being addressed, would continue to be monitored regularly to ensure the cap is effectively containing the waste.

In response to concerns raised by the community, the USEPA agreed to postpone construction of the cap until the City and the community have had an opportunity to evaluate redevelopment options for the site. The City of Pensacola has since sought and received USEPA’s approval to develop a conceptual design for the redevelopment of the site. The USEPA granted \$50,000 to the City of Pensacola under the Superfund Redevelopment Initiative (SRI) to enable the City to plan for the ACW site redevelopment. Under this grant, the City retained the consulting team of CH2MHILL in Navarre, Florida and partner Architectural Affairs, Inc. of Pensacola to assist in planning and design.

The Community’s Role in Planning the ACW Site Redevelopment

Future land use, as determined by the community, will be an important consideration for the site reuse assessment. The redevelopment assessment process will ensure that future land use assumptions are incorporated into the development, evaluation, and selection of cleanup activities, wherever appropriate.

The City of Pensacola and the CH2MHILL team are depending on input from the residential and business communities surrounding the ACW site to help determine the best redevelopment use. The consulting team will use the \$50,000 SRI grant to work with the neighborhood and other stakeholders to develop conceptual plans for the redevelopment of the property. The goal is to redevelop the property so that it will be an asset to the neighborhood and benefit the entire city.

Issues such as current and future zoning, stormwater management, environmental constraints and funding must be incorporated into

the future reuse. Federal funding for Superfund cleanup is limited, and many regions are competing for Superfund dollars.

While formulating your ideas, keep in mind the level of noise, traffic, and lighting that will be acceptable to you. Also, be prepared to discuss the future reuse options that you oppose as this is equally important in the selection process.

We also encourage you to consider not only the immediate 18-acres of land known at the ACW site, but the entire surrounding area and the potential links to downtown and the waterfront.

The choice is yours to make!

Community and stakeholder input will be obtained in several ways:



1. **Public workshops** will be held in the community closest to the ACW site.

At the first workshop, the City of Pensacola and the CH2MHILL team will give a brief presentation that explains the project and outlines known opportunities and limitations on site reuse. Then, participants will break into workgroups, where they will work together to identify possible uses for the site as well as list uses that are not acceptable to the community. By the end of the first workshop, the community should have identified several redevelopment scenarios which the City and consultants can analyze to determine whether they are environmentally and economically feasible. The

results of this analysis will be presented to the community and stakeholders at a second workshop, and the best scenario will be carried forward for implementation, based upon USEPA and Pensacola City Council approval. Other workshops will be scheduled as needed.



2. The City of Pensacola has established a website that allows you to provide **input online** using the form provided. You do not have to give your name. All comments will be considered in the planning process. The website will also have the latest information available on the ACW site reuse initiative, including meeting notices and minutes from previous workshops and Steering Committee meetings. Visit www.ci.pensacola.fl.us and click on **American Creosote Works Redevelopment**.



3. Use the **comment-by-mail form** below to submit written comments and suggestions.



4. You may also **phone your comments** to the City of Pensacola, Planning and Neighborhood Development, at 850- 435-1670.



What’s Your Vision for the ACW Site?

The City of Pensacola needs your input! Please submit your suggestions and comments for the American Creosote Works Superfund Site Redevelopment.

I would like to see the ACW site reused for:

I do not want the ACW site used for:

Optional Name _____

Address: _____

Telephone: _____ E-mail address _____

Clip and mail this form to: Planning & Neighborhood Development Attn: ACW Site Reuse Initiative
City of Pensacola, 6th Floor, City Hall P.O. Box 12910 Pensacola, FL 32521-0031



You've Planted the Seeds!!!

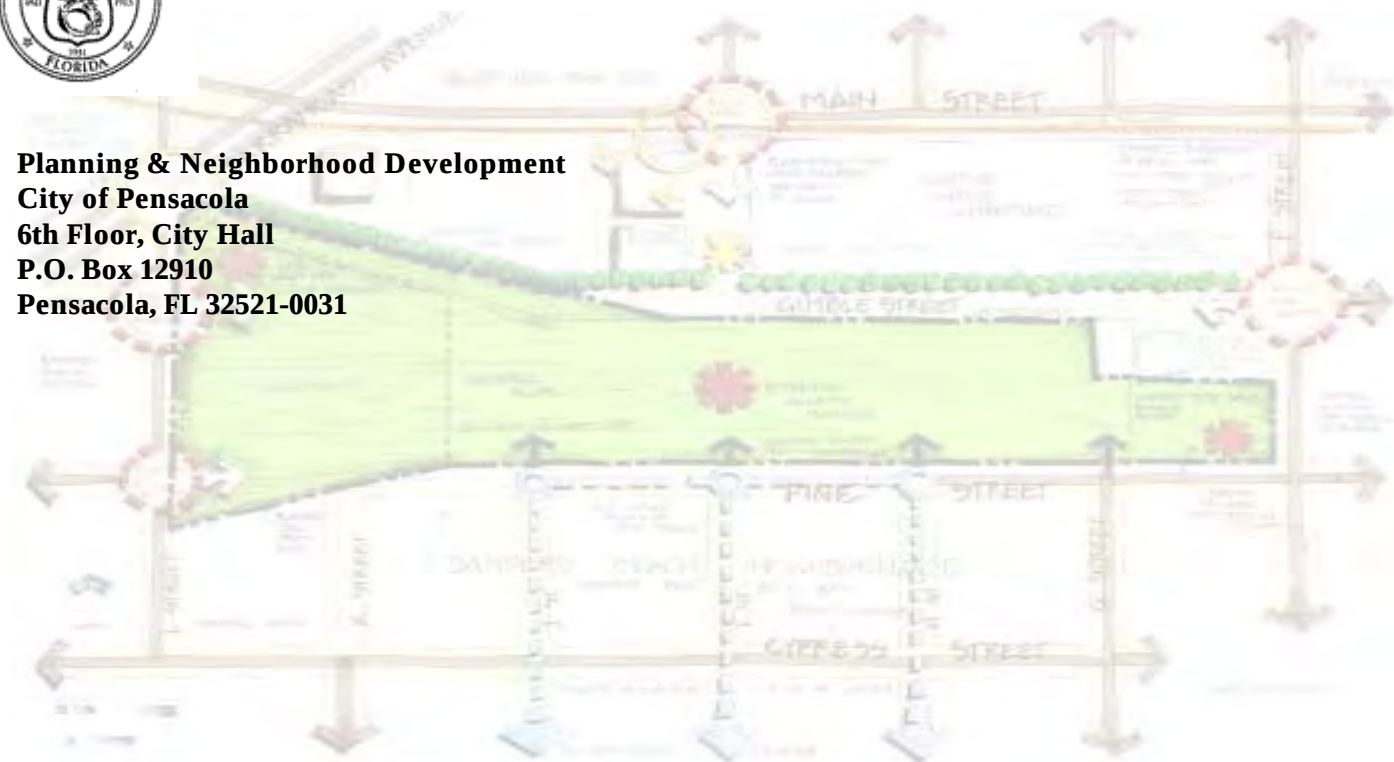
Now Come See What's Blooming in Your Community!

**Please Join the City of Pensacola
Planning and Neighborhood Development Department for a
Presentation of Possibilities**

**A Workshop to Review Preliminary Conceptual Designs
for the Reuse of the
American Creosote Works Superfund Site
Thursday, July 10, 5:30– 9:00 p.m. at
Grotto Hall, 1000 South "K" Street**



**Planning & Neighborhood Development
City of Pensacola
6th Floor, City Hall
P.O. Box 12910
Pensacola, FL 32521-0031**



**Please Join the City of Pensacola
Planning and Neighborhood Development Department
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**A Workshop to Review Preliminary Conceptual Designs
for the Reuse of the
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**Now is your chance to make history! Be a part of the
Reuse Assessment of the former American Creosote Works Site.
Call your friends and neighbors and get involved!**

For further information, call the City
of Pensacola Planning and Neighborhood
Development Department at (850) 435-1670
or visit www.ci.pensacola.fl.us
and click on
[American Creosote Works Redevelopment](#)



City of Pensacola



ARCHITECTURAL
a.f.f.a.i.r.s

History of the American Creosote Works Superfund Site

From 1901 to 1981, American Creosote Works, Inc. (ACW) conducted wood preserving operations on its 12-acre site, located at the corner of "L" Street and Barrancas Avenue just north of the Sanders Beach area. ACW's process involved the use of creosote and pentachlorophenol (PCP). Liquid wastes were discharged into two unlined ponds, and aromatic hydrocarbons and dioxins contaminated the groundwater, soil and sediment. The USEPA designated the ACW site and immediate surrounding area (a total of 18 acres) as a Superfund site in 1983. In 1999, an Amended Record of Decision (AROD) was submitted calling for the construction of a protective cap to eliminate direct exposure to contaminants and prevent further infiltration of rainwater to the contaminated groundwater beneath the site.

Earlier this year, the USEPA granted \$50,000 to the City of Pensacola under the Superfund Redevelopment Initiative (SRI) to enable the City to plan for the ACW site redevelopment. Under this grant, the City retained the local consulting team of CH2M HILL and Architectural Affairs. The consulting team will assist in the ACW Site Reuse planning and design.

First Workshop Held May 15, 2003

The City of Pensacola and the CH2M HILL team have already held the first of a series of public workshops. On May 15, 2003, workshop participants, including residents and business owners, contributed many creative ideas. At the end of the workshop, those stakeholders present voted to elect their top three choices.

The top three choices selected by the stakeholders were:

1. Small retail shops
2. Passive Park
3. Library



Following the meeting, the City of Pensacola and their consulting team developed a number of conceptual design sketches to visually illustrate how these concepts might be implemented. They have also researched the viability of each concept.

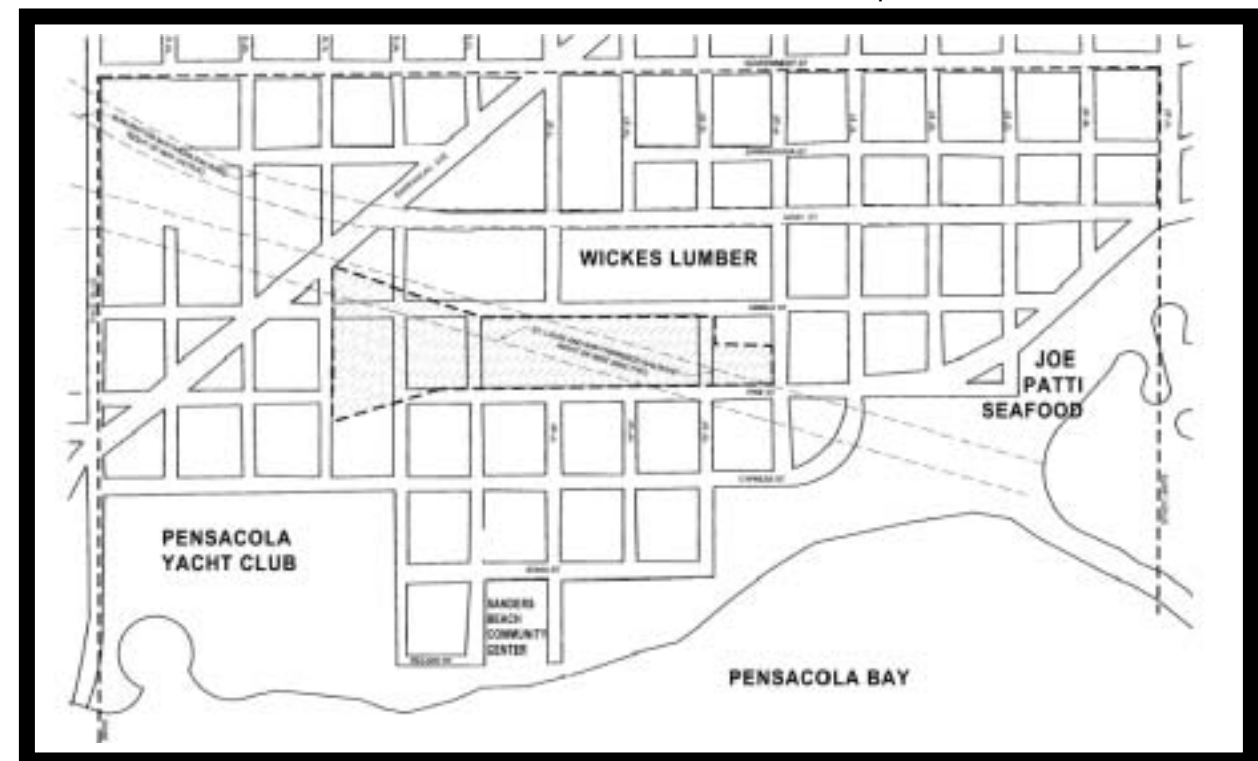
Join Us for Workshop #2

We invite you to participate in the second workshop at Grotto Hall on July 10, 2003, to see a presentation of the conceptual designs and hear the results of the reuse assessment. We have obtained input from area leaders on the feasibility of these ideas such as funding for a new library, market need for retail in the area, and so on. We would like to hear your feedback and encourage you to take part in these discussions.

We will provide all participants with a take-home packet of materials so you can review the proposed concepts and either refine them or offer new ideas of your own.

Don't miss the opportunity to help shape the vision of the American Creosote Works Superfund site. The City of Pensacola wants to hear from you!

Project Study Area



What's Your Vision for the ACW Site?



We hope you can attend the workshops, but if you are unable to attend, there are other ways you can contribute your ideas to this process.

1. **Online Input.** The City of Pensacola has established a website that allows you to provide your feedback online. The website will also provide the latest information available regarding the ACW site reuse initiative, and will include meeting notices and minutes from previous public workshops and Steering Committee meetings. Visit us at www.ci.pensacola.fl.us and click on [American Creosote Works Redevelopment](#).
2. **Mail In Comments.** Mail comments or conceptual sketches to Planning & Neighborhood Development Attn: ACW Site Reuse Initiative, City of Pensacola, 6th Floor, City Hall P.O. Box 12910 Pensacola, FL 32521-0031
3. **Phone In Comments.** You may also contact the City of Pensacola, Planning and Neighborhood Development, at 850-435-1670.

**Please Join the City of Pensacola
Community Development Department for a
Presentation of the Proposed Conceptual Reuse Plan for the
American Creosote Works Superfund Site
at the**

City Council's Economic and Community Development Committee Meeting

October 6th, 4:00 pm, 2nd floor City Hall

and

City Council Meeting

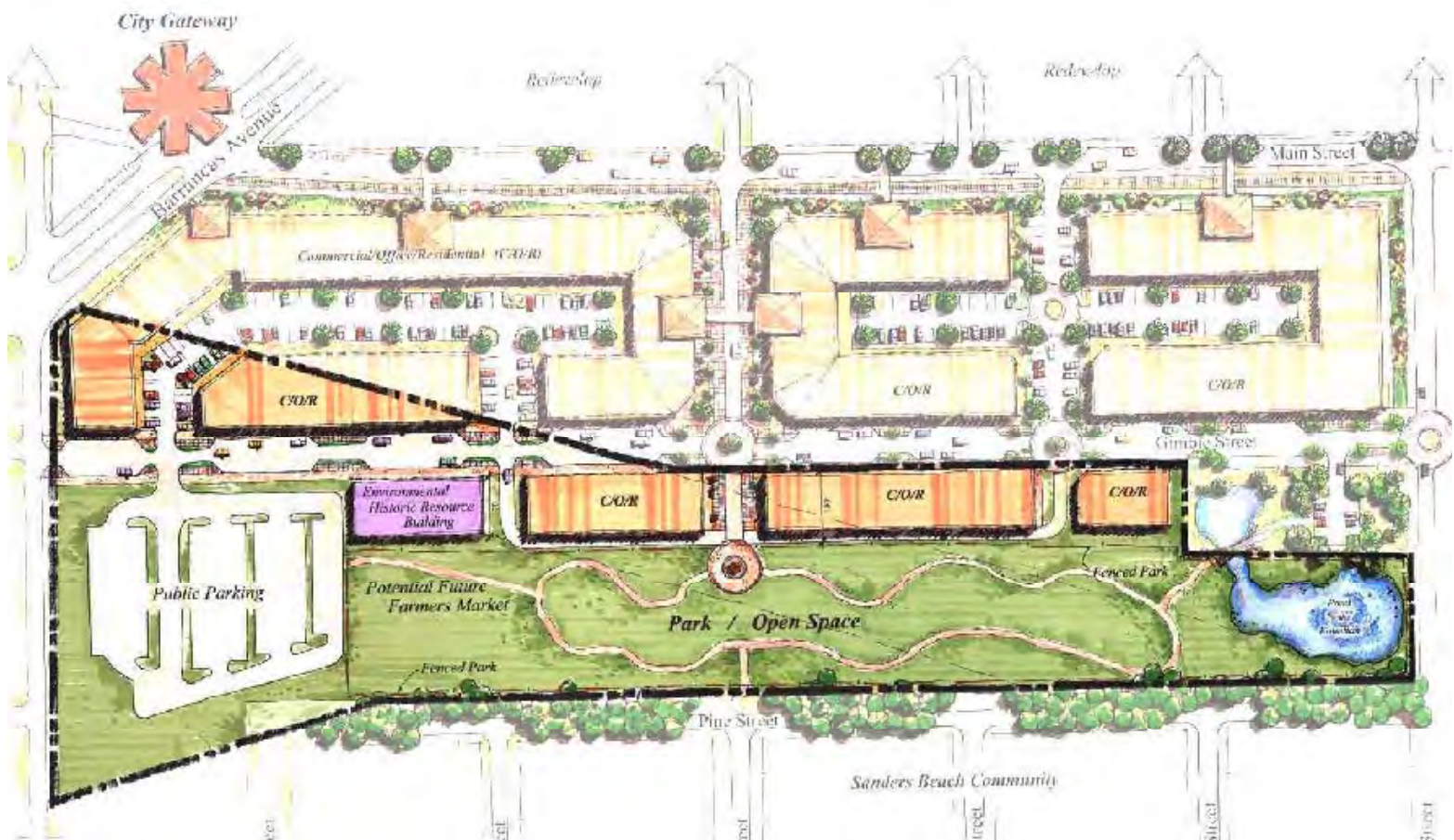
October 9th, 7:00 pm, City Hall Council Chambers

180 Governmental Center



**Community Development Department
City of Pensacola
6th Floor, City Hall
P.O. Box 12910
Pensacola, FL 32521-0031**





After a series of public workshops this summer with community stakeholders, a conceptual reuse plan has been developed for the American Creosote Works site. The preferred reuse plan selected by the local community involves creating a large, passive park to act as a buffer between the commercial properties to the north and the Sanders Beach community to the south. The park would encompass approximately 12-acres of the 18-acre site and would be surrounded by decorative fencing and include a walking path. Local streets will be upgraded and landscaped to create a pedestrian-friendly environment.



A resource building would be constructed along Gimble Street to include educational exhibits about the history of the site as well as the Superfund program, site remediation efforts and other environmental issues.

Also along the north side of the property, commercial/office/ residential buildings would be constructed with commercial retail or offices on the ground floor with possible offices and/or residential spaces on the upper floors.



Redevelopment along Main Street north of the site will be encouraged to match the development at the site, thus creating a western gateway district leading to the downtown Pensacola area.

The community and the City are very excited about this great opportunity to redevelop this vacant site. The conceptual reuse plan has been endorsed by the American Creosote Works Superfund Site Redevelopment Steering Committee, the Sanders Beach Community Association, the Pensacola Area Chamber of Commerce as well as the City's Planning Board, Environmental Advisory Board, and Enterprise Advisory Board.

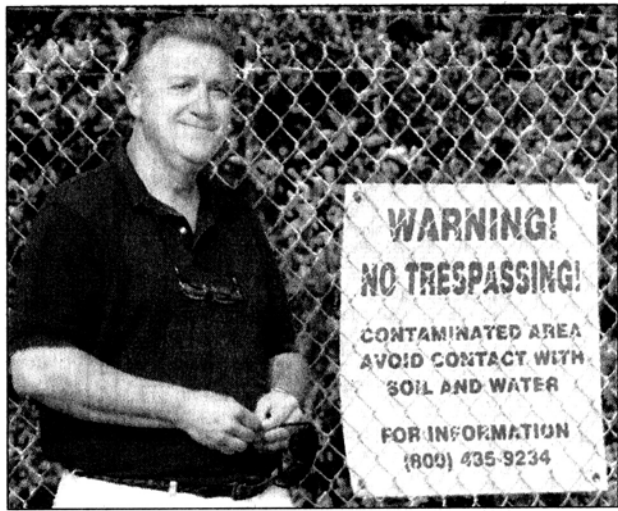


City of Pensacola



ARCHITECTURAL
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Appendix D Related Newspaper Articles



Katie King @PensacolaNewsJournal.com

Bob Neiger, 55, chairman of the Sanders Beach Community Association, is fighting to get the city and federal regulators to clean and reuse the American Creosote Works Superfund site and help improve the neighborhood that surrounds it.

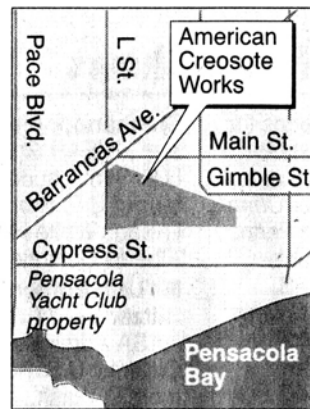
Superfund cleanup gets local

Creosote site's neighbors, city ponder future, seek feds' help

Scott Streater
@PensacolaNewsJournal.com

For 20 years, the American Creosote Works Superfund site has sat abandoned, a blight on the landscape just west of downtown Pensacola and a doleful reminder of the region's serious pollution problems.

The weed-infested parcel, once the location of a wood-treating plant, is surrounded by a chain-link fence topped with barbed wire. Metal



signs only a few feet from nearby homes warn: "Contaminated area. Avoid contact with soil and water."

But now, residents of the adjacent Sanders Beach community and city leaders

Inside

- Spring cleanup plans surprise residents, **2A**.
- University conference focusing on environment draws to a close, **1C**.

are readying plans to transform the 18-acre site into a community asset.

However, it might be a long time before their dreams are realized. Millions of dollars in federal money that would have been used to clean and cap the site have been redirected elsewhere while the city decides on the property's future use.

Neighborhood residents hope the land could one day be home to a bustling office

Sanders Beach residents seek use for Superfund site



Townsend

Steve Mraz

@PensacolaNewsJournal.com

The Sanders Beach neighborhood is one step closer to determining a future use for the nearby American Creosote Works Superfund site.

The Pensacola City Council's Economic and Community Development Committee voted unanimously Monday to approve a \$50,000 reuse study for the 18-acre site. The study, which is being conducted by CH2M Hill Inc., is funded by a U.S. Environmental Protection Agency grant.

The American Creosote Works site is an abandoned wood treating facility at 701 South J St. The company, which used toxic creosote and pentachlorophenol in wood preservation, operated from

1902 to 1981.

"We're at the point, as a city, where we need to determine if we want a ball park, a park, a new library or office buildings," said Bob Neiger, president of Sanders Beach Neighborhood Association. "What would everybody concerned like to see?"

Throughout the study, CH2M Hill will hold public meetings to get input on site reuse and redevelopment. Not only will Sanders Beach residents be involved, but also the city is identifying nearby businesses that could be affected by the project.

"It needs to be, in this case, much larger than Sanders Beach," said City Manager Tom Bonfield.

The EPA earmarked \$2.7 million for excavation of off-site contami-

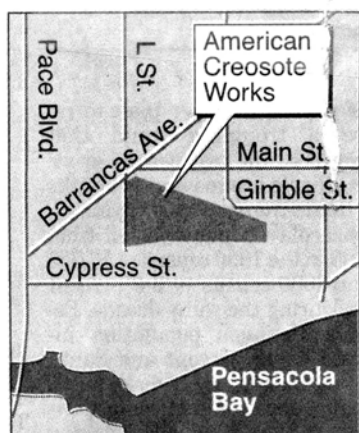
nated soils and preparation for an on-site remedy. In 1999, the EPA decided that capping the site with asphalt would be an adequate on-site remedy.

The city and neighbors opposed the cap because it restricts future use, might have to be maintained with city funds and might degrade before the contaminants degrade.

Now, the idea of an asphalt cap will be re-evaluated.

The study is slated to begin in April and end with a presentation of a final reuse plan to the City Council in October.

"I don't know what the final recommendation will be, but in my opinion it's going to be something exciting where we can utilize the property," said Councilman Ronald Townsend.



News Journal graphic

Residents making Superfund site plans

Anton Caputo

@PensacolaNewsJournal.com

For more than two decades, the 18-acre American Creosote Works site in downtown Pensacola has been a vacant, overgrown field — a derelict reminder of the site's shameful industrial history.

Residents of the nearby Sanders Beach neighborhood would like to put that history behind them.

Those residents, and the City of Pensacola, have begun the process of deciding how to redevelop the area that has been on the federal Superfund list of the nation's most polluted sites since 1983.

The initial redevelopment ideas: a park, a library site, a collection of small retail shops, or, a combination of the three.

"We want something that fits into the community," said neighborhood resident Nancy Neiger. "What we don't want is another industrial business, or a big store like a Target."

The site is only about a mile from downtown's South Palafox Street and about three blocks from Pensacola Bay. Its successful redevelopment could go a long way to revitalize the Sanders Beach neighborhood and the downtown waterfront, said Michelle MacNeal, owner of Pensacola's Architectural Affairs Architects Inc.

"Downtown's got to move somewhere, and the west is certainly a place where the growth and development can occur," she said.

The city, with a \$50,000 federal grant, has contracted with consulting firm CH2M Hill to come up with a redevelopment plan. MacNeal's firm also is working on the plan, which should be complete roughly by September.

Between now and then, CH2M Hill will have several public workshops, like the one earlier this month at which residents identified the top three proposed uses for the site.

Both the EPA and the city have to approve any redevelopment plan.

The federal government probably will fund some of the site's redevelopment. The Environmental Protection Agency has earmarked \$2.7 million for excavation of off-site contaminated soils and other cleanup on the site, but has agreed to wait until the plan is done to start the on-site work.

CH2M Hill project manager Amy Twitty said it probably will be several years until the redevelopment begins, but she believes the property's potential makes it worth the wait.

"The value of the property, had it not been a Superfund site, would be very high," she said. "It's just a few blocks to the water, close to downtown, close to Joe Patti's. If they put the right thing down there, it could help the whole area."

PENSACOLA News Journal

MONDAY, AUGUST 11, 2003



**Maintain
style
rain or
shine
LIFE, 1B**

Superfund site could go back to nature

Sheila Ingram

@PensacolaNewsJournal.com

Residents have struggled for more than 20 years about what to do with a contaminated Superfund site in the Sanders Beach neighborhood.

After considering a laundry list of options for the 18 acres, including retail shops, a police substation or mixed commercial uses, the consensus is to make it a natural park.

The area was formerly American Creosote Works, a wood-treating company that allowed pollutants to infiltrate the ground and possi-

Residents push for green space at cleaned-up creosote plant

bly seep into Pensacola Bay. It was declared a Superfund site in 1983.

"We think this can be a really good green space, if we can get cooperation on all sides," said Nancy Neiger, treasurer/historian of the Sanders Beach Community Association.

Although re-use of the American Creosote land is likely years away, the residents want their wishes to be considered. Most Sanders Beach area residents have indicated that they are firm-

ly against a mega 24-hour retail store or a huge builder's supply business for the area.

But they realize that the City of Pensacola may be looking for ways to make the area of about 3,500 residents commercially viable, so the city will get a return on its investment.

"We can't just look at this site in a vacuum," said Kevin Cowper, director of the city's planning and neighborhood development department. "We've got to look at the entire Sanders Beach neighbor-

hood and areas down Main Street and the potential for all of those areas."

Cowper said the area is the western gate to the city and the first part of the city that many visitors see.

Engineering firm CH2M Hill is winding down a \$50,000 federally funded study after gathering input from public meetings in May and July.

CH2M Hill Project Manager Amy Twitty said conceptual plans for the site will be presented in the next two

months to a steering committee, which includes representatives from the Environmental Protection Agency, the neighborhood, the City of Pensacola and local Realtors.

The plan is expected to be presented to City Council for approval in October.

"We want to make sure we're taking the right path forward," Twitty said. "We don't want this to be a futile mission. We want it to be something that can really happen."

Both the EPA and the city

must approve any redevelopment plan.

Still to be decided is what kind of "cap" will be placed over the contaminated site to seal it off. The EPA is considering a 4-foot permeable clay cap covered by topsoil, and a new method that uses a 4-inch layer of modified asphalt, with fewer permeable features.

"We have some performance concerns about an asphalt cap," Neiger said.

EPA officials plan a broad groundwater monitoring program to determine the size of the plume of contaminants

See SUPERFUND, 6A

Superfund site could become park

FROM 1A

from the site and where it's headed. That will mean more monitoring wells, which may be added in the next six months.

Also, the EPA has asked the U.S. Army Corps of Engineers to determine if the contamination plume is in the bay, and University of West Florida researchers will continue researching whether toxic

chemicals in the water are affecting sea life.

Federal regulators have been pumping out creosote from the American Creosote site since 1998. Regulators say 3 million gallons still might be trapped underground, and it will take about 50 years to finish pumping out the toxic waste.

Thomas Lightcap, Corps of Engineers environmental program

manager, said no one knows when the cleanup will be finished.

"This has been particularly difficult because American Creosote Works and Escambia Wood Treating Company are owned by bankrupt corporations," Lightcap said. "Then the taxpayers have to foot the bill, and there's millions and millions of dollars that are needed for hundreds of sites across the country."

EDITORIALS

Superfund re-use is about priorities

The question over what to do with the American Creosote Superfund site speaks volumes about the challenges facing officials in the City of Pensacola. It also points to the complexity today of trying to meet community needs anywhere.

City officials, mindful of the geographical limits to city growth and the resulting pressures on the city's property tax revenues, have a vital interest in turning the 18-acre site into an economic asset. If the city can't expand its borders, and the lack of open land within the city restricts new growth, maximizing what is available becomes increasingly important.

Creating tax-paying businesses on the site that provide jobs for people who will turn around and spend their money on other tax-paying activities is one way of growing the tax base. With a nascent tax-cut movement at least sparking debate in the city, creating a stronger property tax base is one way to protect city revenues.

On the other hand, residents of the area — through the Sanders Beach Community Association — are signaling their interest in creating a park or other green-space that can enhance the liveability and attractiveness of the area. There is less interest in creating a commercial enclave on the site, at least if it means cre-

ating what residents might see as visual blight and something that will bring traffic congestion and noise.

In thinking of compromises, there might be some:
■ Maybe there's room for both a park and commercial use on the site.

■ Or maybe if the city

requires heavy landscaping from any commercial use, it will help meet residents' desires for how the site should look.

For the city, the first task is to figure out why area residents are thinking the way they are. That is, what is it about the area that is driving their opinions?

Maybe residents think the area looks blighted. Or that there is already too much traffic or noise. Do they see a lack of parks or recreational facilities in that part of town? Maybe they want to take advantage of the opportunity to restore more of a neighborhood feel to an area that is bordered by major traffic thoroughfares and industrial activities.

There might be more opportunity than it first appears to satisfy both sides. For instance, a well-done park — on at least part of the site — might contribute to redevelopment improvements that can lead to a broad increase in property values, helping both sides get what they want.

The goals — a financially healthy city that meets residents' needs — needn't be mutually exclusive.

DEVELOPMENT

*City and residents can
compromise on the future
of Superfund site.*

'Beautiful' plan in store at creosote cleanup site

Committee OKs park, development proposal

Sheila Ingram

@PensacolaNewsJournal.com

An ambitious plan to create a western gateway into downtown Pensacola at the American Creosote Works Superfund site was given final approval by a steering committee on Monday.

The proposal includes a park with open space, small retail and commercial buildings with a historic facade, walkways and an attractive stormwater-disposal site, possibly with walkovers and fountains.

It's a compromise for residents in the area who feared large, boxy department stores and other industrial uses would be allowed after environmental cleanups of the 18-acre Environmental Protection Agency Superfund site.

"In the long run, I think we will see something on the west end of Pensacola that will rival anything on the south end or the north end," said Bob Neiger, a panel member and resident who lives near the Superfund site.

"It's an absolutely beautiful idea, and is a great thing for Pensacola," he said.

Final implementation of the plan for the area — designated as a Superfund site in 1983 — is probably 10 to 20 years down the road.

The open space, which will include decorative fencing and entryways similar to those in downtown's Aragon development, will provide a buffer between residents who live near Sanders Beach and the small, commercial areas.

With reuse outlines in place, environmental officials can finish their cleanup plans, said Kevin Cowper, the city's director of the Department of Community Development.

Maher Budeir, the EPA's project manager for the site and a steering committee member, predicted that on-site cleanup can begin in about a year after approval of a reuse plan.

The Environmental Protection Agency has earmarked \$2.7 million for excavation of off-site contaminated soils and other cleanup currently at the site, but is waiting for the reuse plans before starting the on-site work.



Neiger



Cowper

Superfund site proposal clears committee hurdle

FROM 1C

Both the EPA and the city must approve the redevelopment plan, and the EPA will have to do engineering work on the north side of the contaminated area that is being suggested for buildings, Cowper said.

City planning and environmental committees will review the proposal before presenting it to the council in October.

Still to be decided is what kind of "cap" will be placed over the contaminated site to seal it.

The EPA is considering a 4-foot, permeable, clay cap covered by topsoil, and a new method that uses a 4-inch layer of modified asphalt, with fewer permeable features.

Also, the EPA has asked the U.S. Army Corps of Engineers to determine if the contamination plume is in the bay, and University of West Florida researchers will continue to research whether toxic chemicals in the water are affect-

ing sea life.

"This is entirely a doable plan," Cowper said. "We need to get the cleanup behind us."

Because the area is a Superfund site, surrounding areas could qualify as a Brownfield area, which includes financial incentives for redevelopment.

Future financing could come from a community-redevelopment tax-increment financing district and incentives from Enterprise Zone and Commercial Facade Programs to attract businesses.

The city used a \$50,000 federal grant to hire consulting firm CH2M Hill to guide the redevelopment plan process.

Plans for Superfund site worthy of consideration

For too long residents near the American Creosote Works Superfund site have been waiting and hoping for something good to come out of a bad situation.

The waiting and hoping could be closer to fruition now that a steering committee has given final approval of an ambitious plan to create a western gateway into downtown Pensacola that members say will "rival anything on the south end or the north end."

The lack of sufficient cleanup has held up any possible redevelopment or use of the prime piece of land that the Environmental Protection Agency has been working on since 1998.

But a new proposal for the Superfund site that includes a park with open space, small retail and commercial buildings with a historic facade, walkways and an attractive stormwater-disposal site, possibly with walkovers and fountains is worth considering.

While final implementation of the plan is probably 10 to 20 years away, it is a good start for an area that

was designated a Superfund site in 1983.

It is good news that the EPA has earmarked \$2.7 million for excavation of off-site contaminated soils and other cleanup currently at the site, even though on-site work has to wait for the reuse plans.

It's still undecided what kind of cap will be placed over the contaminated site to seal it. The EPA is considering a 4-foot, permeable, clay cap covered by topsoil, and a new method that uses a 4-inch layer of modified asphalt, with fewer permeable features.

Both the EPA and the City of Pensacola should approve the redevelopment plan, and the EPA must complete engineering work on the north side of the contaminated area that is being suggested for development.

The lack of sufficient cleanup has held up any possible redevelopment or use of the 18-acre piece of property for too long. It's time to put the cleanup behind and get on with making the redevelopment a reality.

DEVELOPMENT

Plans for the Superfund site are a step in the right direction.

"I have no specific reason to be concerned. However, if anyone has specific information, maybe there will be a need to reconsider."

— Maher Budeir, Environmental Protection Agency official addressing water contamination from the American Creosote Superfund site

EPA: Creosote cleanup years away

Sheila Ingram
and Elizabeth Blumink
@PensacolaNewsJournal.com

Contaminated soil first priority at Superfund site

Finishing the soil contamination cleanup at the American Creosote Superfund site could take two years, and it could take longer than that to deal with groundwater issues, a top environmental official said Tuesday.

Maher Budeir, American Creosote Superfund site manager for the Federal Environmental Protection Agency, said off-site cleanup near the Sanders Beach area

should be finished by Nov. 7.

Budeir said he is researching what kind of "cap" will be needed to cover the contaminated soil on the 18-acre site. The cap will keep other areas from being affected by the underground toxic waste that festered for decades when the location was the operating site of a wood-treating company. The plant, which used oily liquids and toxins, was in operation for 60 years.

After Nov. 7, groundwater monitoring becomes a higher priority.

"That's an area that kind of took a back seat," Budeir said. "Soil always takes the highest priority."

Budeir said decisions will be made soon on what type of program will be designed to clean up and monitor possible groundwater contamination.

When asked if a plume of

toxic chemicals has already spilled into Pensacola Bay, Budeir replied: "We don't know that yet."

A recent News Journal investigation outlined how various state and local agencies ignored signs that drinking water for Pensacola and Gulf Breeze residents might have contained high levels of radium from the Agrico Chemical Co. Superfund Site for four years. Another old wood-

treating plant — Escambia Treating Co. — also a Superfund site, is located near the Agrico area.

Budeir said he has nothing to do with the other two contaminated sites in Escambia County.

He said he has no reason to believe that signals of water contamination were ignored in the American Creosote Site area.

"I have no specific reason to

be concerned. However, if anyone has specific information, maybe there will be a need to reconsider," he said.

Budeir said the cap over the Creosote site likely will be a combination of clay or asphalt.

He said he is confident that any groundwater contamination will be contained by the cap, when it is installed and covered by topsoil.

"If this site was not suitable for us, we would not have done it," he said.

See SUPERFUND, 4C

Superfund site cleanup plan has some optimistic

FROM 1C

A cap will hold up for more than 50 years, but groundwater also will be monitored continuously, and the state will do an overall evaluation of how the cap is performing every five years, he said.

"The major reason we build caps is to eliminate kids or other people — or other ecosystems — from coming into contact with contaminated soil," he said.

Budeir told a group of Sanders Beach area residents that the cleanup of a ditch near the Pensacola Yacht Club will be delayed because of elevated water tables, the result of recent heavy rain. He also said additional sampling needs to be done in an area on the east side of an E Street ditch.

A reuse plan that includes small retail and commercial buildings with a historic facade, walkways and fountains is probably 10 to 20 years away — even

though the reuse concept is expected to be approved by the Pensacola City Council next month.

Resident Chip Copton, 67, said that he and other senior citizens in the neighborhood will not live long enough to enjoy the reuse plan. He said EPA should conduct a more thorough cleanup, instead of just digging out the surface soils.

"What good is it, if all they've done is move the surface of it?," he said.

Some residents said they felt optimistic about the cleanup and the proposed reuse.

"I think we are getting a very good response from EPA," said Nancy Neiger, treasurer and historian of the Sanders Beach Community Association.

"The (reuse) concept is going to be nice," said Pat Sutchy, who resides on E Street. "The city will have their revenues. We will have our peace of mind, our own green space," she said.

Pensacola officials accept plan to turn creosote site into park

Sheila Ingram

@PensacolaNewsJournal.com

Pensacola City Council members accepted Monday an ambitious plan for transforming the American Creosote Works Superfund site.

The reuse plan for the 18-acre site allows for about 12 acres of park space, walkways and fountains — plus small retail and commercial buildings in keeping with downtown's Historic District. It also includes attractive entryways that will welcome people into the western side of the city, so the first glimpse they get of downtown will be a favorable one.

"It's a very ambitious, very doable plan," said Kevin Cowper, director of the city's Planning and Neighborhood Development Department. "We recognize it will take a long time."

The downside for the area near the Pensacola Yacht Club and the Sanders Beach neighborhood is that the area is still off-limits and contaminated.

Federal regulators have been pumping out creosote from the site since 1998, but there is still 1 million to 3 million gallons of toxic groundwater deep underground.

City Environmental Director Rick Harter told council members that only 100,000 gallons have been removed so far. He estimated it will be at least 20 years before all the contamination can be removed, but some state and federal regulators have estimated that the process could take up to 50 years.

The area was formerly American Creosote Works, a wood-treating company that allowed the toxic chemical to infiltrate the ground for 80 years.

Harter said there is no definitive answer on whether contaminants have entered Pensacola Bay. Officials with the Environmental Protection Agency and Army Corps of Engineers are trying to answer that question.

It will likely be five years before work begins on the conceptual plan approved in committee on Monday. The City Council will consider the plan at its Thursday night meeting.

Council member Hugh King was absent from Monday's meeting.

Council member John Jerralds questioned why the cleanup at the former American Creosote Works site is moving faster than the Escambia Treating Company Superfund site, another old wood-treating site that was located off Palafox Street.

Harter said officials are still uncertain as to the size of the contamination caused by the former Escambia Treating Co. Superfund site.

"They both need to be dealt with as soon as possible," Harter said.

Sanders Beach resident Nancy Neiger said people who live in the area will find willing business owners to relocate to that area af-

ter the contaminants are removed.

Resident Charles Fairchild cautioned city officials not to lose sight of other areas of the city. "In reality, this now, becomes to me, the new baby of the city," he said. "There are other areas with prob-

lems. I hope we don't put all of our resources here."

The Agrico Chemical Co. Superfund site is drawing new attention because of reports that officials ignored high levels of radium in drinking water suspected to come from the site.

Tuesday, October 7, 2003

Pensacola News Journal

Appendix E Endorsement Letters



August 27, 2002

Sanders Beach Community Association

Kevin Cowper, Director
Planning and Neighborhood Development
City of Pensacola
180 Government Plaza
Pensacola, FL 32501

Dear Kevin:

On behalf of our community association I want to extend our thanks to you and your staff for the efforts invested in reaching an end use compromise for the American Creosote Works Environmental Protection Agency superfund site that is agreeable to the Sanders Beach Community and which offers the City of Pensacola commercial redevelopment potential at the western end of the city.

It is very important to the neighborhood that heavy industrial/commercial uses be removed from this wonderful old historic neighborhood, and the greenspace park combined with retail development north of Gimble Street is a practical compromise.

The neighborhood fully supports the Western Gateway Redevelopment District as it has been presented to us, and to the American Creosote Works Steering Committee. SBCA will continue to be in close contact with the City of Pensacola, the EPA and the Corps of Engineers during design development of the clay/soil cap and future use development.

Thanks again, and all the best to all of you!

Robert "Bob" Neiger
Sanders Beach Community Association Chairman

Robert "Bob" Neiger, Chairman
1400 Cypress St.
Pensacola, FL 32501
850-439-1136

Ann Ferretti, Vice Chair
1415 W. Sonia St.
Pensacola, FL 32501
850-469-8737

Sharon Britton, Recording Secretary
1314 Cypress St.
Pensacola, FL 32501
850-432-1270

Nancy Neiger, Treasurer/Historian
1400 Cypress St.
Pensacola, FL 32501
850-439-1136

PENSACOLA AREA CHAMBER OF COMMERCE POSITION STATEMENT

Issue: Support American Creosote Superfund Site Redevelopment Plan

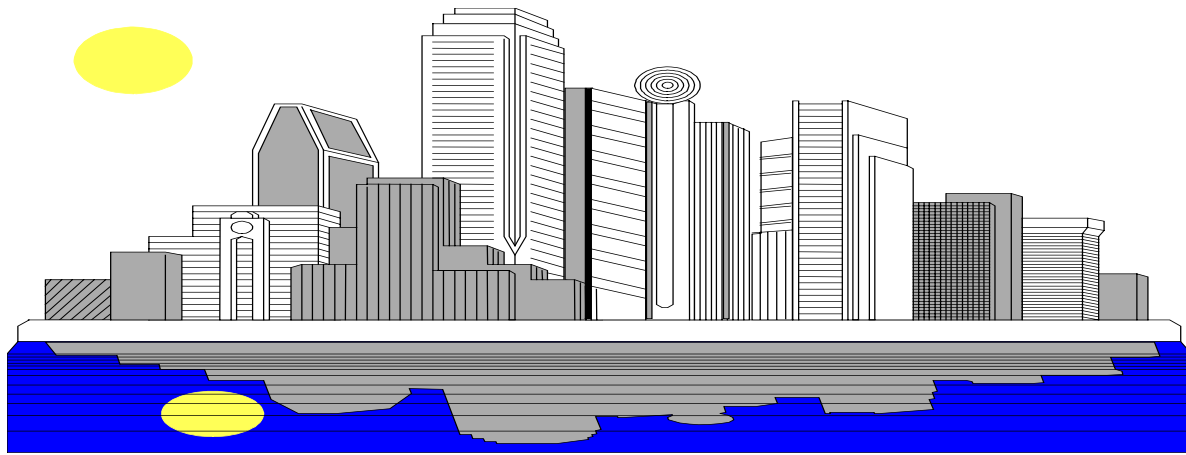
Background: The City of Pensacola has presented the American Creosote Superfund Site Redevelopment plan to the Chamber's Environment Committee and to the Sites and Buildings Committee.

The proposed conceptual plan provides opportunities for business and commercial development in the general area, including development of open space and park development. Infrastructure needs such as streets and stormwater retention are included in the redevelopment plan. Opportunities for residential housing are incorporated for future development.

A number of initiatives (such as a TIF District, and economic development incentives for Enterprise Zones and Commercial Façade programs) will attract both public and private investment to the area. It is important to address this within a broad, conceptual framework of the City's redevelopment planning process.

Position statement: The Board of Directors supports the redevelopment of the American Creosote property as vital to the community's revitalization and economic development. We would also urge that this plan be included as part of the City's comprehensive planning effort for downtown.

Adopted: September 22, 2003



**DOWNTOWN NEIGHBORHOOD COUNCIL *317 N. BARCELONA STREET
PENSACOLA, FL 32501**

850-432-5523

October 4, 2003

Mr. Kevin Cowper
Director of Planning and
Neighborhood Development
City of Pensacola
Pensacola, Florida

Dear Mr. Cowper:

We would like to add our support to the WESTERN GATEWAY REDEVELOPMENT DISTRICT. Your staff and the members of the Sanders Beach Community Association have both done an admirable job of coming together to put this plan for the redevelopment of the American Creosote site and the surrounding areas into a concrete format that can now be moved forward for the benefit of the entire city.

Thank you Mr. Cowper, and a big thank you to your entire staff; equally to be thanked is the Sanders Beach Community for stepping forward and becoming part of this important redevelopment. You should all be very proud of what you have accomplished.

Sincerely,

Ralph Yeisley
President
cc: Sanders Beach Community Association.

Pensacola Yacht Club

1897 W. Cypress Street
P.O. Box 989
Pensacola, FL 32591
Phone: (850) 433-8804
Fax: (850) 438-3105



October 6, 2003

To Whom it May Concern:

Pensacola Yacht Club has been an active participant in the development of the conceptual reuse plan for the ACW site. The plan as submitted has my full support as well as the support of the Board of Directors of Pensacola Yacht Club.

Sincerely,

Charles A. MacMillan
Commodore Emeritus, Pensacola Yacht Club

Appendix A Permitted Land Uses

TABLE A-1 Permitted Uses by Zoning District										
Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Single-family detached dwellings	17.4 u/a	*	12.8 u/a	*	*	*	*	*		
Accessory residential units	*	*								
Single-family attached dwellings (townhouse)	*	*	21.8 u/a	*	*	*	*	*		
Single-family attached dwellings (quadraplex)			21.8 u/a	*	*	*	*	*		
Single-family detached zero lot line				*	*	*	*	*		
Two-family attached dwellings (duplex)	17.4 u/a	*	17.4 u/a	*	*	*	*	*		
Multiple-family attached dwellings			35 u/a	35 u/a	35 u/a	35 u/a	35 u/a	35 u/a		
Community residential homes	*	*	*	*	*	*	*	*		
Residential design manufactured homes	12.4 u/a	*	12.8 u/a							
Manufactured homes park			*		*	*				
Family day care homes	*	*								
Bed and Breakfast			*	*	*	*	*	*		
Schools and educational institutions	*	*	*	*	*	*	*	*	*	*
Libraries and community centers	*	*	*	*	*	*	*	*	*	*
Buildings used exclusively by the federal, state, county and city government for public purposes	*	*	*	*	*	*	*	*	*	*
Churches, Sunday school buildings and parish houses	*	*	*	*	*	*	*	*	*	*
Home occupations	*	*	*	*	*	*	*	*	*	*

TABLE A-1 Permitted Uses by Zoning District										
UseZoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Municipally owned and operated parks and playgrounds	*	*	*	*	*	*	*	*	*	*
Childcare facilities					*	*	*	*	*	*
Private clubs and lodges					*	*	*	*	*	*
Boarding and lodging houses					*	*	*	*	*	*
Dormitories					*	*	*	*	*	*
Office buildings					*	*	*	*	*	*
Retail food and drug store					*	*	*	*	*	*
Personal service shops					*	*	*	*	*	*
Clothing and fabric stores					*	*	*	*	*	*
Home furnishing, hardware and appliance stores					*	*	*	*	*	*
Banks					*	*	*	*	*	*
Bakeries (retail)					*	*	*	*	*	*
Pawnshops and secondhand stores					*	*	*	*	*	*
Floral shops					*	*	*	*	*	*
Health clubs, spas, and exercise centers					*	*	*	*	*	*
Martial arts studios					*	*	*	*	*	*
Laundromats and dry cleaners					*	*	*	*	*	*
Laundry and dry cleaners pick-up stations					*	*	*	*	*	*
Restaurants					*	*	*	*	*	*
Studios					*	*	*	*	*	*

TABLE A-1 Permitted Uses by Zoning District										
Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Mortuary and funeral parlors					*	*	*	*	*	*
Appliance repair shops					*	*	*	*	*	*
Gasoline and service stations					*	*	*	*	*	*
Retail sales and services					*	*	*	*	*	*
Motels/hotels					*	*	*	*	*	*
Vending Machines					*	*	*	*	*	*
Car Washes					*	*	*	*	*	*
Movie theaters, except drive-in theaters					*	*	*	*	*	*
Open air sale of trees, plants and shrubs					*	*	*	*	*	*
Pet shops					*	*	*	*	*	*
Parking lots and parking garages					*	*	*	*	*	*
Pest extermination services					*	*	*	*	*	*
Animal hospitals and veterinary clinics					*	*	*	*	*	*
Bars					*		*	*	*	*
New car lots and used car lots					*		*	*	*	*
Pool halls					*		*	*	*	*
Newspaper offices and printing firms					*		*	*	*	*
Business schools					*		*	*	*	*
Car rental agencies and storage					*		*	*	*	*
Marinas					*		*	*	*	*

TABLE A-1 Permitted Uses by Zoning District										
Use/Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Major public utility buildings and structures including radio and television broadcasting stations					*		*	*	*	*
Amusement machine complex					*		*	*	*	*
Cabinet shops and upholstery shops					*		*	*	*	*
Electric motor repair and rebuilding					*		*	*	*	*
Mini-storage warehouses					*		*	*	*	*
Trade schools					*		*	*	*	*
Garages for the repair and overhauling of automobiles					*		*	*	*	*
Bowling alleys					*		*	*	*	*
Skating rinks					*		*	*	*	*
Recreational or amusement places for profit					*		*	*	*	*
Sign shop					*		*	*	*	*
Industrial laundries and dry cleaners					*			*	*	*
Retail Lumber and building materials					*			*	*	*
Warehouses					*			*	*	*
Plumbing and electrical shops					*			*	*	*
Outside kennels, runs or exercise areas								*	*	*
Growing and wholesale of retail sale of trees, shrubs and plants								*	*	*
Bakeries, wholesale								*	*	*
Ice cream factories and dairies								*	*	*

TABLE A-1 Permitted Uses by Zoning District										
Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Quick-freeze plants and frozen food lockers								*	*	*
Boat sales and repairs								*	*	*
Outdoor theaters								*	*	*
Trailer sales								*	*	*
Mobile home sales								*	*	*
Truck sales and repairs								*	*	*
Light metal fabrication and assembly								*	*	*
Contractor shops								*	*	*
Adult entertainment establishments								*	*	*
Outdoor storage and work									*	*
Wholesale business									*	*
Wood, coal and oil fuel yards									*	*
Lumber, building material yards									*	*
Furniture manufacturing and repair									*	*
Assembly of electrical appliances, instruments									*	*
Welding and metal fabrication									*	*
Processing/packaging/distribution									*	*
Canning plants									*	*
Fertilizer storage/sales warehouse									*	*
Ice plant/storage buildings									*	*
Bottling plants									*	*

TABLE A-1 Permitted Uses by Zoning District										
Use\Zoning District	R1A	R1AA	R2A	R2	RC	C1	C2	C3	M1	M2
Stone yard or monument works									*	*
Manufacture of electrical signs, drugs, food products, musical instruments, toys, pottery, firearms, boats, farm tools, aircraft, automobiles									*	*
Industrial research laboratories									*	*
Community correction centers									*	*
Uses not permitted in M-1										*
Hospitals, clinics				*						
Nursing homes, rest homes, convalescent homes				*						
Social services homes/centers				*						
Private stables	*	*	*	*						
Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations	*	*	*	*						
Accessory structures, buildings and uses customarily incidental to the above uses	*	*	*	*	*	*	*	*	*	*
Cemeteries	*	*		*						
u/a: Units per acre										



Planning for the Future:

Reuse Assessment for the American Creosote Works Superfund Site Pensacola, Florida

June 2010

Environmental Protection Agency Region 4
Superfund Redevelopment Initiative

prepared for
City of Pensacola, Florida
Sanders Beach Community Association

prepared by
E² Inc.

Forward

The Environmental Protection Agency's (EPA) primary responsibility at Superfund sites is to ensure the protection of human health and the environment. Consideration of a site's potential future use is an important part of this responsibility under the National Contingency Plan (NCP). The Superfund Redevelopment Initiative (SRI) was created by EPA in 1999 to help communities and stakeholders in their efforts to return environmentally impaired sites to protective and productive use. Conducting a reuse assessment that engages site owners, local governments and other stakeholders in evaluating future use options for a site can help facilitate site stewardship and support the long-term effectiveness of a site's remedy. This reuse assessment evaluates site reuse options and remedial compatibility for the American Creosote Works Superfund Site in Pensacola, Florida.

Table of Contents

I. Introduction	Page 3
II. Community Reuse Goals	Page 4
III. Reuse Planning to Date	Page 5
IV. Reuse Suitability Analysis	Page 9
V. Conclusions	Page 19

List of Figures

Figure 1 - Site Location	Page 2
Figure 2 - 2003 Reuse Plan	Page 5
Figure 3 - Zoning	Page 6
Figure 4 - Westside Community Redevelopment Area Plan	Page 7
Figure 4a - Western Gateway District	Page 7
Figure 5 - Property Ownership	Page 8
Figure 6 - Property Ownership Considerations	Page 10
Figure 7 - Existing Remedy Components	Page 12
Figure 8 - Potential Remedial Constraints	Page 14
Figure 9 - Reuse Considerations	Page 16
Figure 10 - Modified Reuse Framework	Page 18
Figure 11 - Illustrative Reuse Framework	Page 19
Figure 12 - Potential Greenway Connection to Waterfront	Page 19

List of Tables

Table 1 - Anticipated Remedial Timeline	Page 3
Table 2 - Parcel Ownership	Page 9
Table 3 - Ownership Considerations	Page 11
Table 4 - Potential Remedial Action Alternatives (OU 3)	Page 15
Table 5 - Reuse Considerations	Page 17



American Creosote Works Superfund Site. Source: EPA

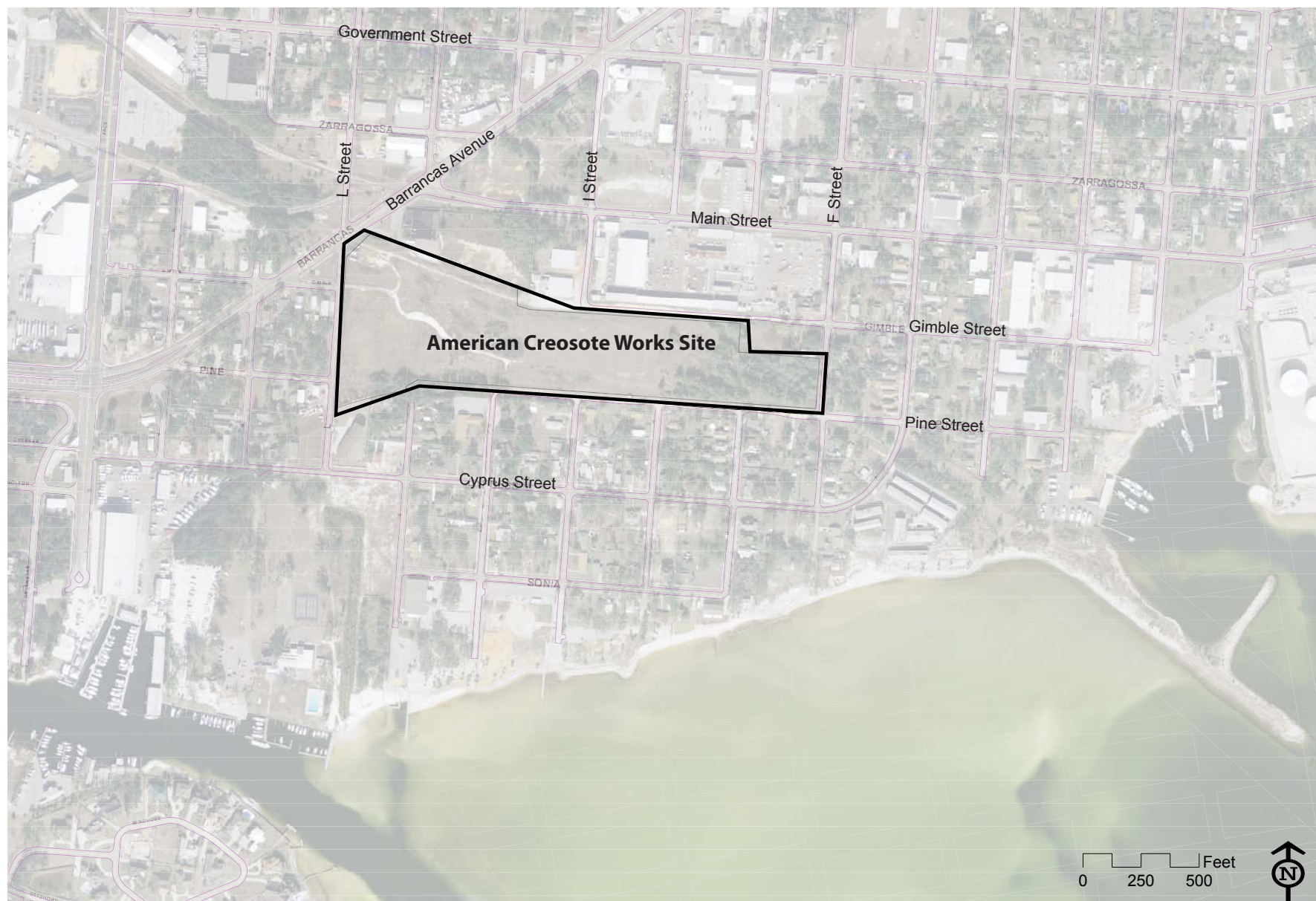


Figure 1: Site Location Map (Image Source: National Aerial Imagery Program 2006, provided courtesy of the City of Pensacola)

I. INTRODUCTION

Background

The American Creosote Works Superfund Site (ACW Site or Site), located in Pensacola, Florida, includes an 18-acre former creosote wood treating facility and surrounding areas. Wood treating operations, active at the ACW Site from 1901-1981, led to the contamination of site soils, sediments, sludges and ground water. The ACW Site was placed on EPA's National Priorities List of Superfund Sites in 1983. The primary contaminants of concern at the Site are dioxin, volatile organic compounds (VOCs), poly aromatic hydrocarbons (PAHs) and pentachlorophenol (PCP).

Site Overview and Remedy Status

The ACW Site includes three Operable Units (OUs): OU 1 addresses contaminated soils, sediments and sludges from the Site and surrounding areas; OU 2 addresses ground water contamination; and OU 3 addresses specifically off-site dioxin contaminated soils. EPA is investigating the need for remediation to address dioxin contamination from surrounding areas. In the near future, EPA will be working with the community to amend the OU 1 Record of Decision (ROD) to incorporate remedies for OU 3 soils.

Table 1. Anticipated Remedial Timeline

Remedial Activity	Approximate Date
Record of Decision - OU 3 / Amended Record of Decision - OU 1	September 2010
Remedy Design	Fall 2011
Remedy Construction	2012

Reuse Assessment Purpose

In 2001, EPA provided a reuse planning grant to the City of Pensacola to develop a plan identifying potential future site uses and strategy for returning the ACW Site to reuse. After an 18-month community-based planning process, the ACW Site Steering Committee adopted a reuse plan for the Site in 2003 (2003 Reuse Plan).

A recent change in remedial action levels for dioxin contaminated soils has prompted EPA to evaluate additional site constraints that may need to be considered in implementing the 2003 Reuse Plan.

The purpose of this reuse assessment is to evaluate the compatibility of the 2003 Reuse Plan given current site information and anticipated remedial plans and to make recommendations to ensure that the 2003 Reuse Plan can be successfully implemented. This reuse assessment documents community site reuse goals, summarizes previous site and neighborhood reuse planning efforts, analyzes property ownership, and remedial considerations and recommends potential modifications to the 2003 Reuse Plan that could allow for the implementation of the plan under a range of potential remedial action alternatives.



Looking east from western edge of ACW Site. Ground water extraction lines are visible in the foreground.

II. Community Reuse Goals

Interviews with community stakeholders and City of Pensacola staff were conducted to identify current goals for the reuse of the Site.

Sanders Beach Community Association

The Sanders Beach Community Association (SBCA) is a community group representing the residents of the neighborhood located south of the ACW Site. Members of the SBCA were involved in the development of the 2003 Reuse Plan, and the SBCA is designated as the Technical Assistance Group (TAG) for the ACW Site. According to members of the SBCA, neighborhood residents see the ACW Site as an opportunity to create open space and park land that would expand recreational opportunities in the neighborhood and form a buffer between residential homes to the south and commercial and manufacturing uses to the north. SBCA reuse preferences and goals are outlined in greater detail below.

Open space and recreation preferences

- Include amenities for residents, such as a dog park, walking trails, a labyrinth, picnic tables or benches.
- Use native vegetation as a cost-effective, low-maintenance cover.
- Consider playground with natural features, such as mounds or natural ground cover.
- Ensure pedestrian accessibility from south.
- Limit north-south vehicular access.

Mixed-Use Commercial Residential preferences

- Ensure that commercial uses are limited to small-scale retail shops.
- Limit large-scale commercial or manufacturing uses.
- Limit residential uses to second story condo/apartment units above shops.

General neighborhood goals

- Improve sidewalks throughout neighborhood.
- Implement Main Street Corridor revitalization initiatives, including streetscape and gateway developments.
- Establish ACW Site as an amenity to help spur additional development, such as the proposed Western Gateway District (See Neighborhood Planning Considerations on page 6).

City of Pensacola

The City of Pensacola's Community Development Department is also invested in the 2003 Reuse Plan for the Site. The city's primary reuse goals for the ACW Site are to ensure that the general mixed-use commercial and recreational land use designation is not changed as a result of further remedial activities. Additional city goals and considerations related to the ACW Site are outlined below.

- Ensure the 2003 Reuse Plan can be implemented with general land use designations as recreation and mixed-use commercial retail/office and residential.
- Rezone the site from industrial to recreational and commercial mixed-use.
- Consider ownership transfer alternatives for ACW Site, including potential city acquisition of Site properties.
- Build upon ACW Site reuse as a catalyst for Western Gateway District along Main Street.

III. Reuse Planning to Date

This section of the report re-caps site and neighborhood planning efforts to date highlighting the recommendations of the 2003 Reuse Plan for the ACW Site and recent neighborhood revitalization considerations.

2003 Reuse Plan Recommendations

The preferred reuse scenario identified in the 2003 Reuse Plan (see Figure 2) includes the following components:

- Park and open space
- Mixed-use commercial retail, office and residential uses
- Environmental historic resource building
- Parking areas
- Infrastructure and streetscape improvements for Gimble, Main, “I”, “L” and “F” Streets

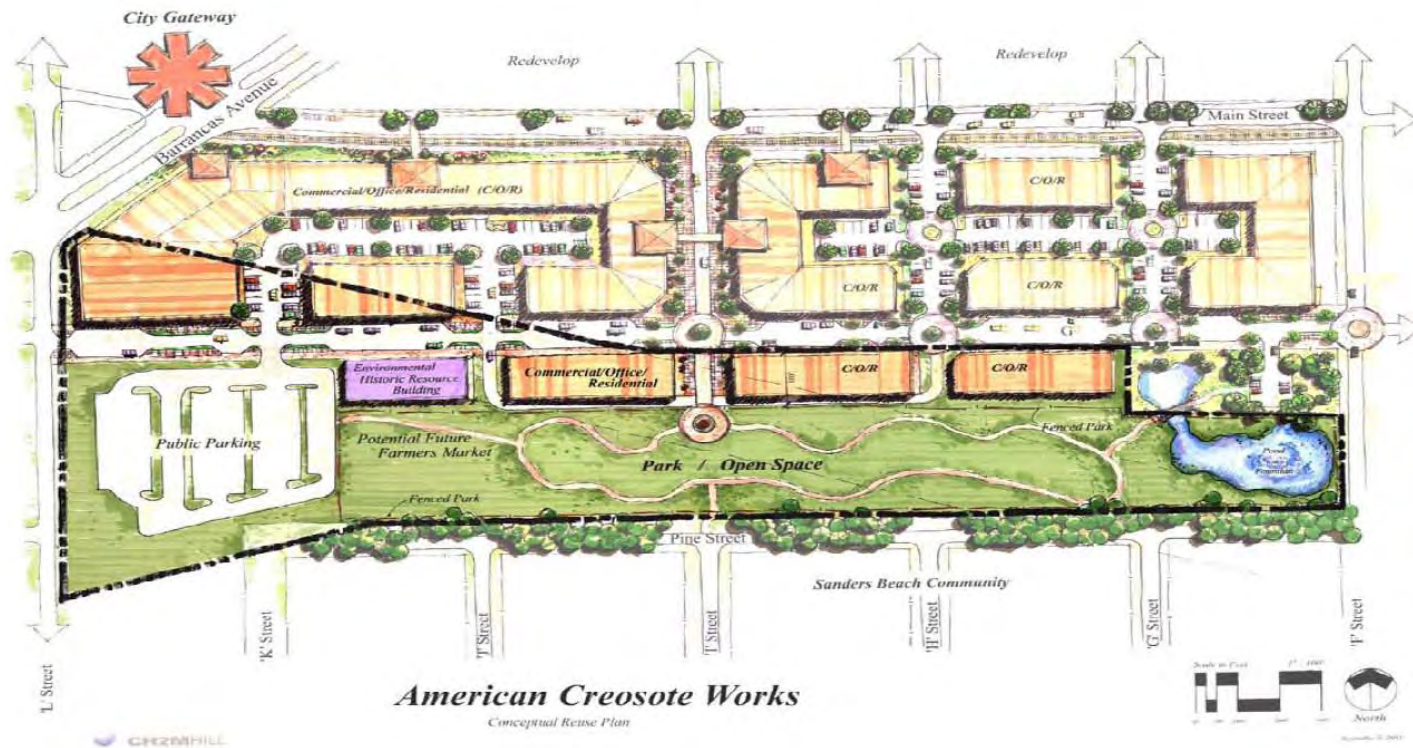
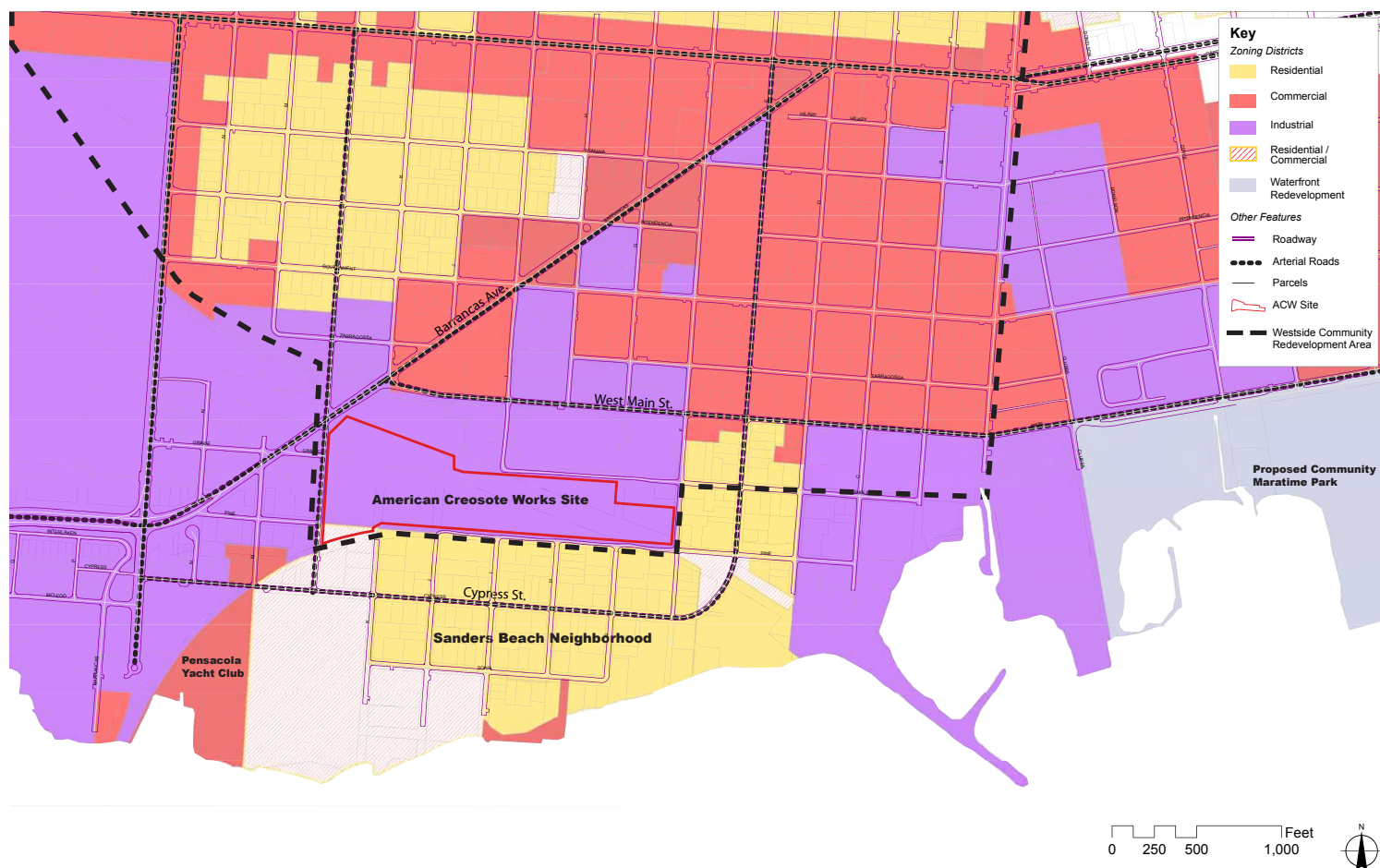


Figure 2: 2003 Reuse Plan

Surrounding Land Use and Neighborhood Planning Considerations

The ACW Site is currently zoned for industrial use and is located in a transitional area. Single-family residential uses are located to the south. Commercial and industrial zoned areas to the north, west and east of the Site include a patchwork of occupied and vacant properties. City planning recommendations for the Westside Neighborhoods, outlined in the 2007 Westside Community Redevelopment Area (CRA) Plan, recognize the transitional character of land uses in the vicinity of the Site and outline future land

use and transportation strategies for West Main Street and the ACW Site. The black dashed line shown on Figure 3 delineates the boundaries of the Westside CRA and Figures 4 and 4a are excerpted from the Westside CRA Plan.



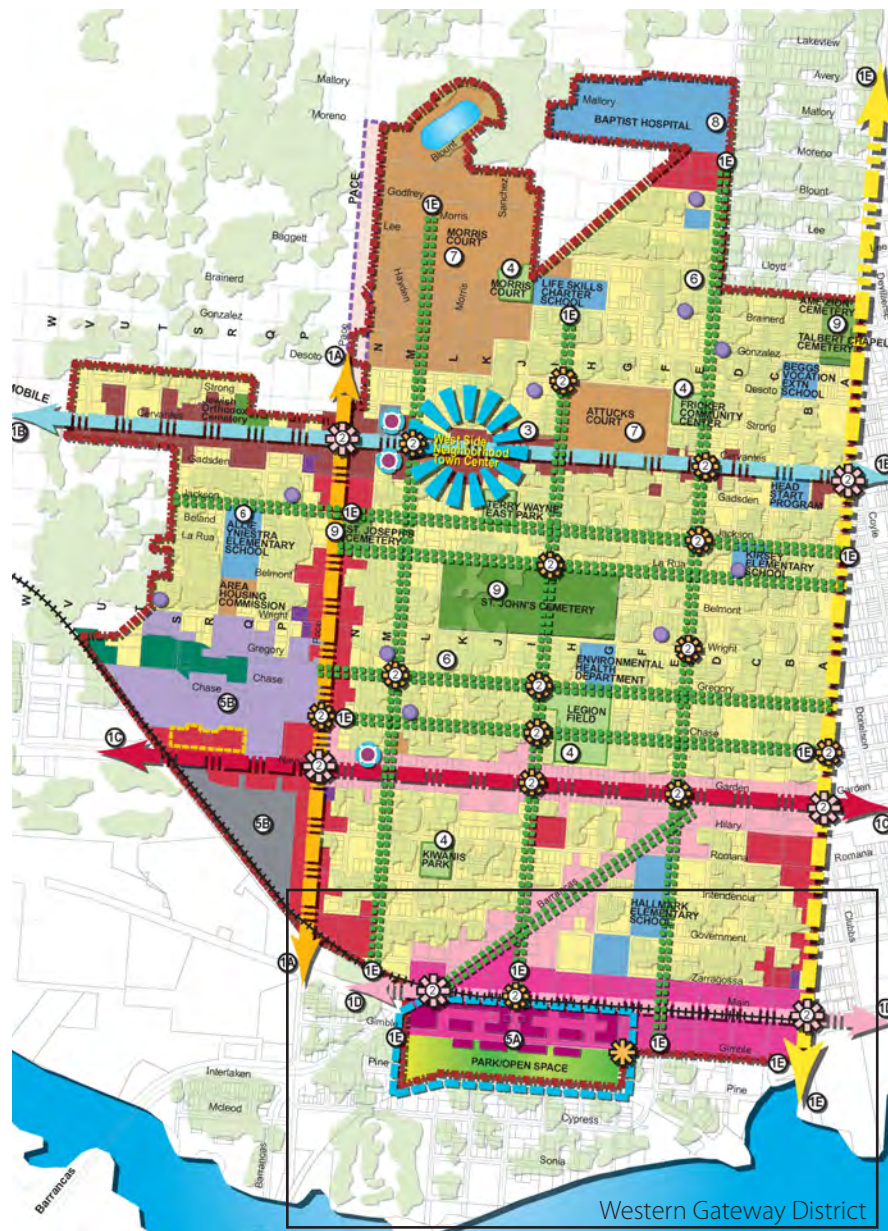


Figure 4: Westside CRA Plan (Source: City of Pensacola, 2007)

The West Main Street corridor, located at the southern edge of the Westside CRA (see Figure 4), is designated as the Western Gateway District. The goal of the Western Gateway District is to create a destination commercial and mixed-use corridor along West Main Street that complements the character of existing residential neighborhoods. Recommendations for the district are summarized below.

Western Gateway District Action Strategies:

- Pursue phased approach for timely cleanup of ACW Site.
- Improve streetscape and infrastructure along Main Street between Barrancas Avenue and Downtown / Waterfront areas.
- Promote commercial and neighborhood retail development as transition zone between residential and industrial uses.
- Create Western Gateway Overlay zoning district.

The Westside CRA Plan incorporates the ACW Site's 2003 Reuse Plan recommendations into the revitalization strategy for the neighborhood and affirms the city's investment in the reuse of the ACW Site.

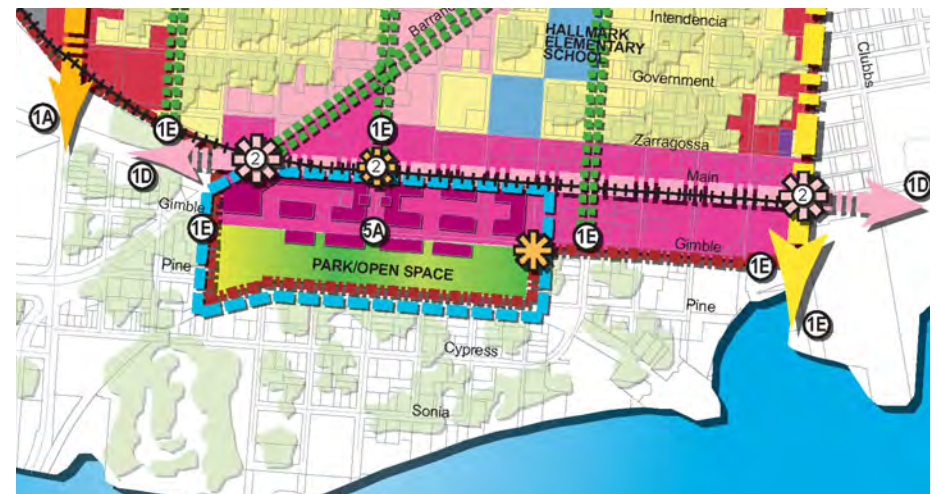


Figure 4a: Western Gateway District (inset)

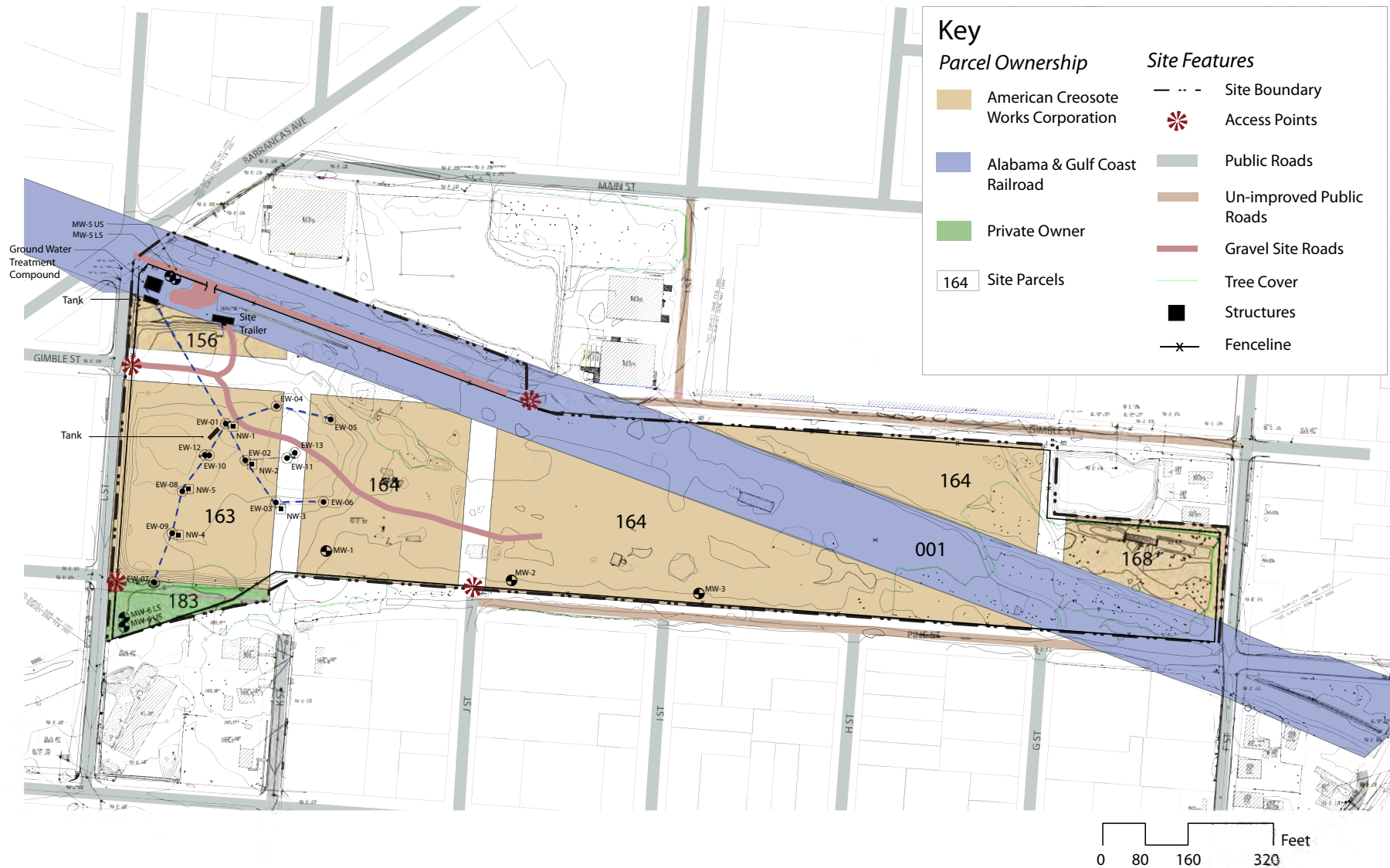


Figure 5: Property Ownership

IV. Reuse Suitability Analysis

This section of the report analyzes site ownership issues, remedial constraints, reuse considerations, and proposes modifications to the 2003 Reuse Plan to help ensure the plan's compatibility with potential future remedies at the Site.

Ownership

Property Ownership & Parcel Configuration

The 18-acre ACW Site includes city right-of ways plus six separate parcels listed below.

Table 2. Parcel Ownership

Owner	Parcel Size (acres)	Parcel ID #
American Creosote Works	7.5	000S009080-001-164
American Creosote Works	0.9	000S009080-011-168
American Creosote Works	2.5	000S009080-001-163
American Creosote Works	0.4	000S009080-002-156
John D. Barksdale	0.4	000S009080-001-183
Alabama & Gulf Coast Railway	5.5	000S009090-006-001

The six parcels, owned by three different parties, are fragmented by public rights-of-way and the Alabama & Gulf Coast Railway property which cuts a diagonal across the Site (see Figure 5 – Property Ownership Map). A single owner would likely need to consolidate these parcels into one or two properties in order to implement the 2003 Reuse Plan.

Acquisition Considerations

The American Creosote Works Company (ACW), which currently owns four of the parcels at the Site, filed for Chapter 11 bankruptcy in 1982. The four parcels under ACW ownership are currently tax-delinquent. The City of Pensacola has considered

acquiring the tax-delinquent ACW properties through either a tax deed sale or process of eschatement. Neighboring Escambia County is pursuing a similar acquisition process to gain ownership of tax-delinquent properties at the Escambia County Wood Treating Site. The City of Pensacola would likely consider a similar model for acquisition of the ACW Site.

A U.S. Department of Justice (DOJ) stipulation, filed in 1988, outlines an agreement between the DOJ, EPA, Florida Department of Environmental Regulation (DER), American Creosote Works and its creditor Savings Life Insurance that the net proceeds of the sale of American Creosote Works properties “shall be distributed fifty percent to Savings Life Insurance ... fifty percent to U.S. EPA and Florida DER...”

The Alabama and Gulf Coast Railway property is part of a larger rail road right of way that traverses the western half of the city. Outright acquisition of the railway right-of-way is unlikely. However the city could potentially negotiate a use agreement, such as an easement, to allow for non-structural reuse of the railroad property.

ACW's bankruptcy status, stipulation regarding the sale of ACW property, and the need for a use agreement with the Alabama and Gulf Coast Railway are challenges that will need to be addressed by a potential owner interested in acquiring and consolidating the properties.

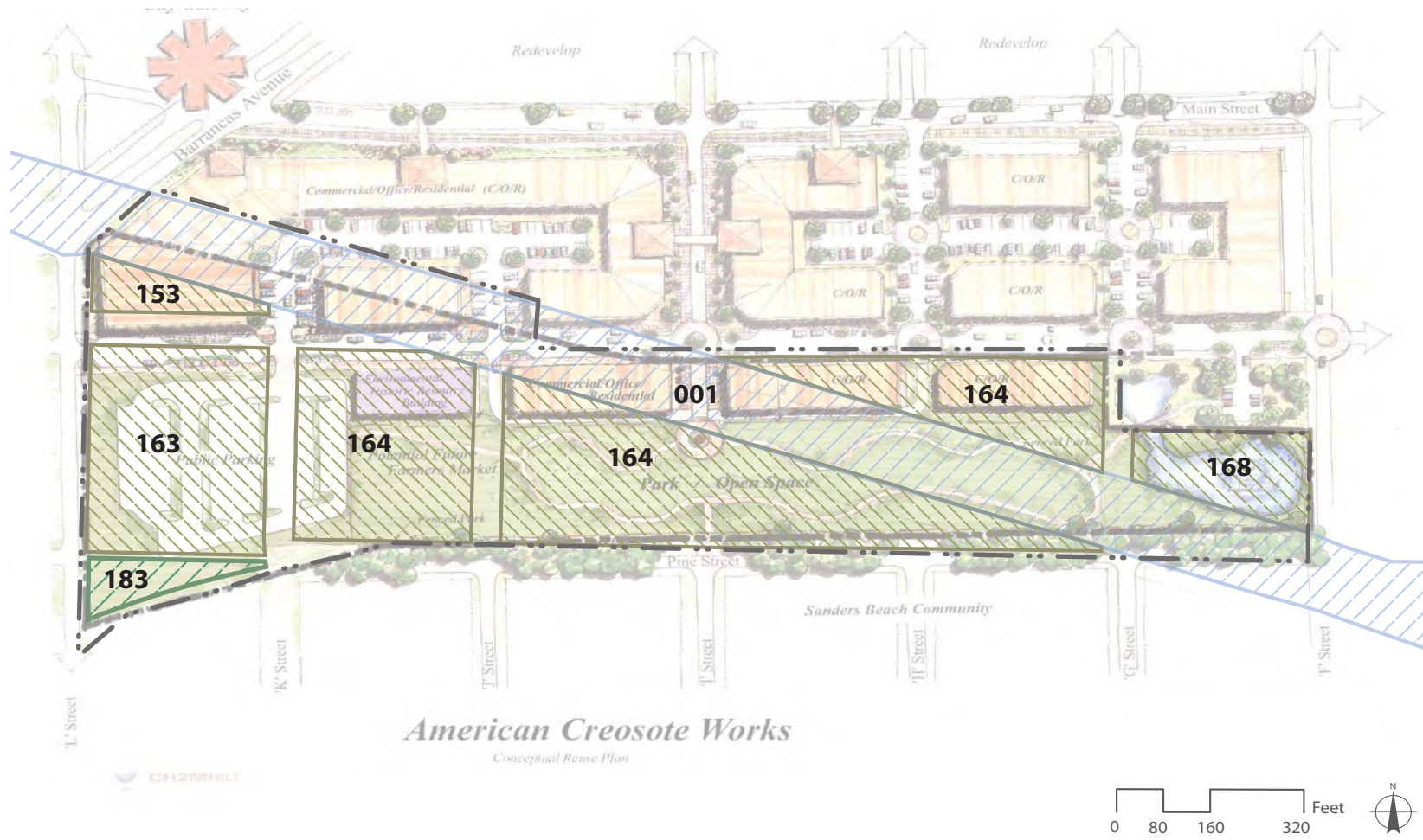


Figure 6: Property Ownership Considerations

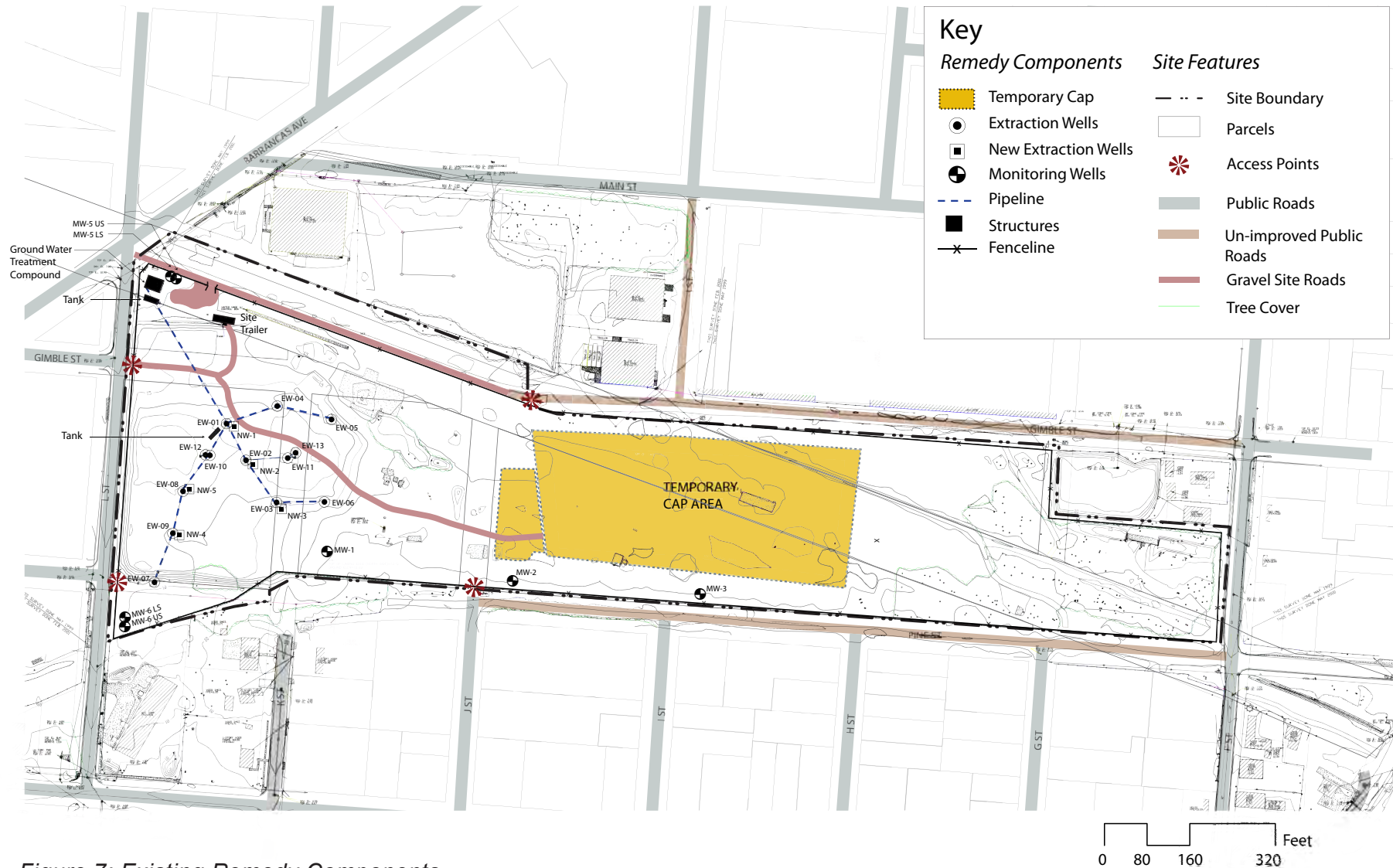
Property Ownership & Reuse Considerations

Figure 6 delineates the current site parcels (hatched pattern) along with the 2003 Reuse Plan; Table 3 below clarifies current ownership status and outlines recommendations for integrating ownership considerations in the reuse plan. ACW properties (parcel numbers 153, 163, 164 and 168 on Figure 6) could be consolidated into one or two parcels to facilitate reuse.

The 2003 Reuse Plan proposes mixed-use development along Gimble Street. The proposed buildings are located within the railroad right-of-way. The challenges of acquiring railroad property or locating permanent structures within a right-of-way represent obstacles to the implementation of the plan. Mixed-use development areas could be re-located to a suitable location within the consolidated ACW property to avoid locating permanent structures in the railroad right-of-way.

Table 3: Ownership Considerations

ACW Properties Parcel #: 153, 163, 164, 168	Railway Property Parcel #: 001	Private (Barksdale) Parcel #: 183
Current Status: Vacant Ownership Considerations: • Potential for ownership transfer through tax deed sale, or eschatement. • Multiple tax-delinquent parcels likely need to be consolidated under a single, viable owner. • Proposed structures would likely need to be consolidated within ACW properties.	Current Status: In-active railroad property Ownership Considerations: • Ownership transfer is unlikely. • Structures proposed within railway property likely need to be re-located to ACW properties. • Railway property likely suitable for park or stormwater retention areas.	Current Status: In use for temporary storage Ownership Considerations: • Potential for ownership transfer via sale or property swap. • No reuse plan components proposed for this parcel.



Remedial Considerations

Existing Site Remedy

There are currently three Operable Units (OUs) at the ACW Site. Remedial considerations for the three OUs are discussed below, and the site's existing remedy components are illustrated in Figure 7.

OU 1: Contaminated Soils, Sediments & Sludges

In 2003, an interim remedial action was completed, implementing the 1988 OU 1 ROD. The remedial action included excavation of contaminated sludge, soil and sediment from properties surrounding the ACW Site including the Pensacola Yacht Club (PYC), and residential properties at the Yachtsmen Condominiums, East Side Residence, West Side Residence, and in the Gimble Street area. Approximately 26,000 cubic yards of excavated soils were stockpiled on the ACW Site and covered with a temporary soil cap. An additional 2,000 cubic yards excavated from the off-site Southeast Ditch was consolidated on site in 2009, and additional soils to be excavated from the Pensacola Yacht Club Ditch and western portions of the ACW site will also be consolidated in the on-site capped area.

The current remedy for the OU 1 on-site soils achieves a commercial/industrial cleanup standard, which is expected to be protective of mixed-use and recreational future land uses envisioned for the Site in the 2003 Reuse Plan.

OU 2: Ground Water

Ground water contamination at the Site is being addressed through an extraction and treatment system. The OU 2 ROD, signed in 1994 and implementation is underway. An initial phase included the installation of 13 wells, and an above ground collection and treatment system on the western portion of the ACW Site. The ground water remedy components are designed to extract and treat Dense Non-Aqueous Phase Liquid (DNAPL) compounds from the site's groundwater. In 2009, the ground water remedy

was expanded to include five additional extraction wells, within the same general area as the existing system.

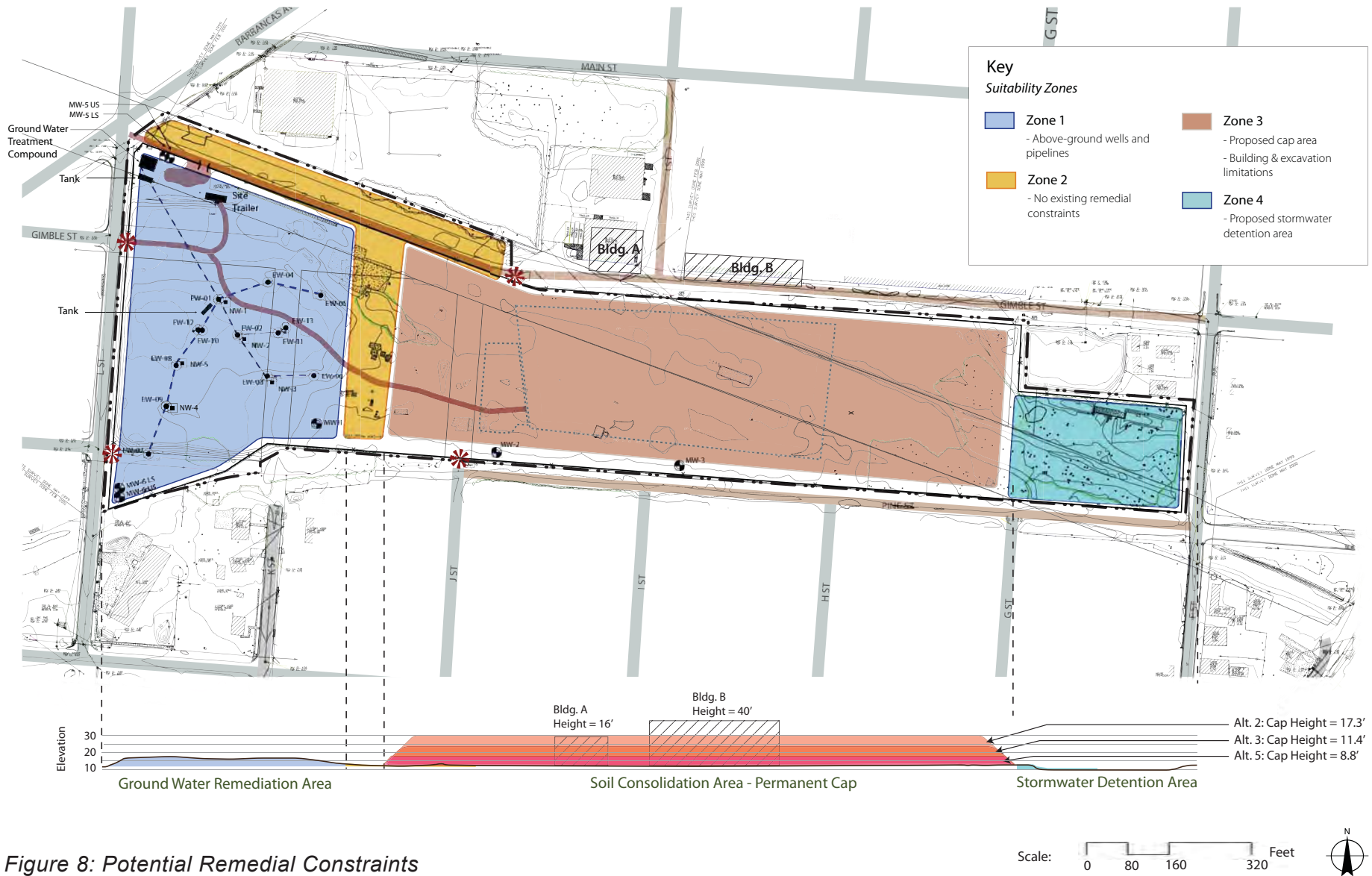
OU 3: Dioxin Contaminated Soils

Since the selection of the OU 1 remedy, the State of Florida's dioxin cleanup standard for residential soils was revised from a concentration of 1 parts per billion (ppb) to a more protective level of 7 parts per trillion (ppt). Contaminated soils at off-site properties were initially remediated to the 1 ppb dioxin standard. Preliminary Remedial Investigation soil sampling results indicate that residential soils at many off-site properties exceed the 7 ppt standard. A focused Feasibility Study (FS) is underway to evaluate cleanup standards and potential disposal alternatives for dioxin contaminated soils. If the 7 ppt standard is selected, soils would likely be excavated from residential properties. On-site consolidation and off-site disposal will likely be among the remedial action alternatives evaluated in the FS.

EPA plans to combine OU 1 and OU 3 into a single OU that addresses all contaminated soils at the Site, which will require a ROD Amendment for OU 1. EPA plans to complete the OU 1 ROD Amendment by September 2010.



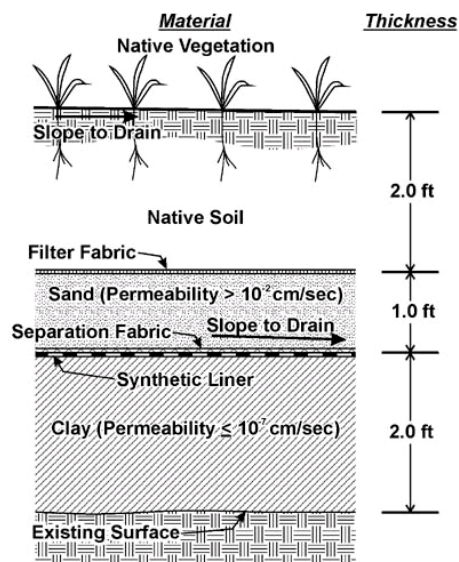
Ground water treatment compound at the ACW Site.



Potential Remedial Constraints

EPA has identified preliminary remedial action alternatives for evaluation in a Feasibility Study. The alternatives currently considered for evaluation would address contaminated soils, including existing on-site soils contained within the temporary cap area as well as off-site soils from surrounding residential and commercial properties. EPA's anticipates that all the remedial action alternatives being considered will include the four remedial zones that have been identified in Figure 8: Zone 1 - ground water remedy components, Zone 2: no remedial constraints, Zone 3 - proposed cap area, Zone 4 - proposed stormwater detention area.

The remedial action level or cleanup standard for off-site soils and the decisions regarding the disposal locations for these soils will affect the volume and height of the on-site cap area (see Zone 3 on Figure 8).



Typical Landfill Cap Construction

Table 4 below lists the remedial alternatives under consideration for off-site soils in the left-hand column. Additional columns list the soil volumes to be removed, soil volumes to be contained on site, size of cap area and approximate height of cap under each scenario. Alternatives 2-4 assume that all off-site soils would be consolidated on site within the capped area. Alternatives 5-7 assume that most of the off-site soils would be shipped to a suitable off-site landfill for disposal, resulting in a smaller volume of soils remaining on the Site and thus a lower cap height.

Given these remedial alternatives, the height of the cap could range from 8.8 feet to as high as 17.3 feet. Figure 8 includes a section view of the Site that illustrates three potential cap heights relative to surrounding grades and buildings. The on-site disposal alternatives would likely result in a cap height that is significantly higher than surrounding uses. For any of the remedial alternatives, grade transitions will be an important factor to consider in the remedial design phase and implementation of the reuse plan for the Site.

Table 4. Potential Remedial Action Alternatives

Remedial Alternative	Dioxin Cleanup Goal (ppt)	Approx. Volume of Soil to be Excavated OU3 (cubic yards)	Approx. Volume of Soil to be Excavated OU1 (cubic yards)	Approx. Volume of Soil to Remain on-site (cubic yards)	Approx. Area On-site Cap (acres)	Approx. Height On-site Cap (feet)
1	0	-	-	-	-	-
2	7	71,386	41,400	112,786	8.34	17.3
3	1,000	23,814	41,400	65,214	8.34	11.4
4	Site Attributable	50,260	41,400	91,660	8.34	14.5
5	7	71,386	41,400	41,400	8.34	8.8
6	1,000	23,814	41,400	41,400	8.34	8.8
7	Site Attributable	50,260	41,400	41,400	8.34	8.8

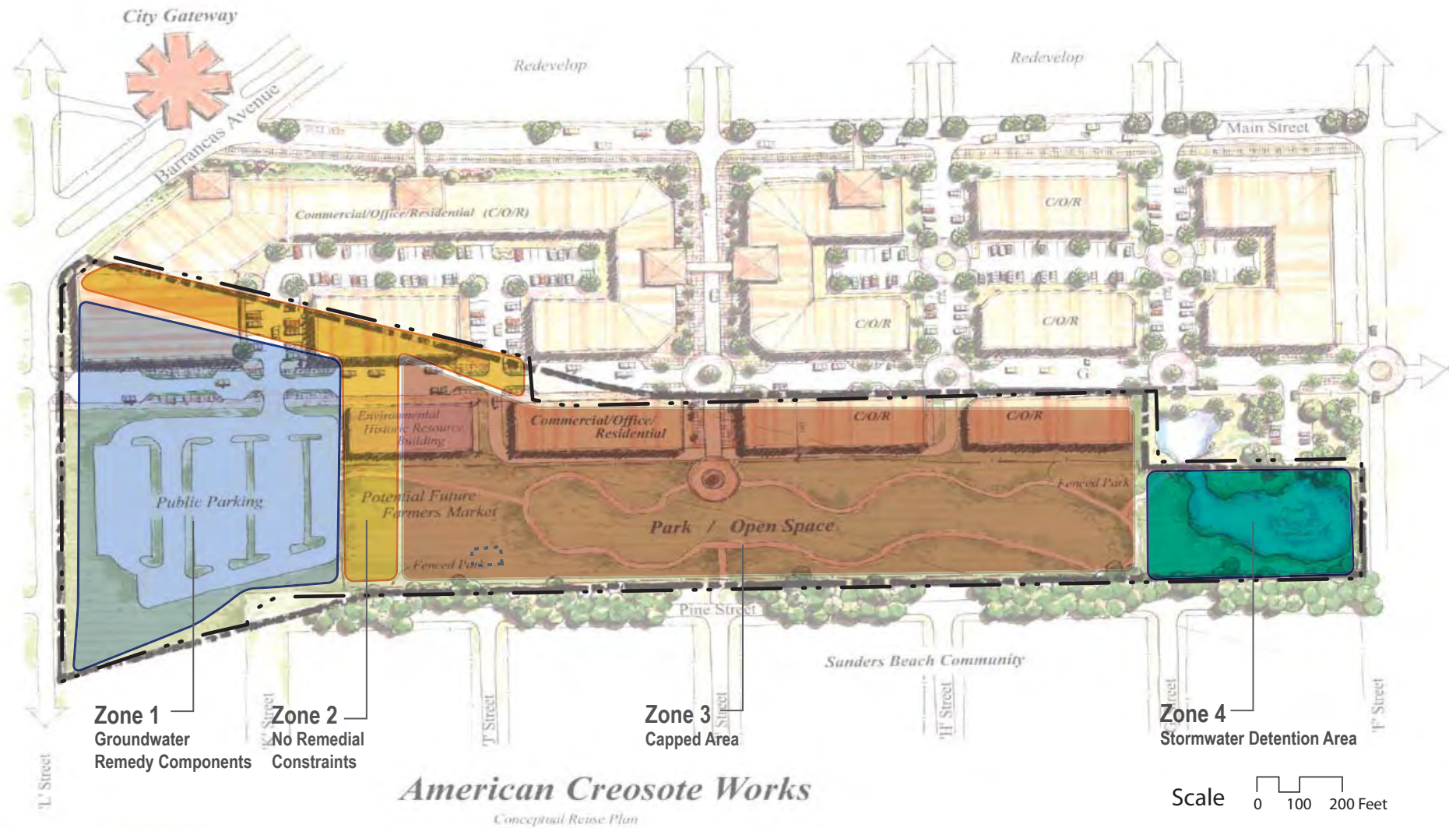


Figure 9: Reuse Considerations

Reuse and Remedial Compatibility

Figure 9 shows how the potential remedial constraints would affect the 2003 Reuse Plan. Table 5 below divides the Site into four remedial zones and lists the remedy components, proposed uses from the 2003 Reuse Plan and compatibility considerations for each remedial zone.

Park uses envisioned in the 2003 Reuse Plan would likely be compatible with the proposed cap area. However, mixed-use development components of the plan encroach on the proposed foot print of the cap area.

The construction of buildings along the northern edge of the Site presents several challenges. Locating buildings on top of the cap area would limit future access to consolidated soils and require the integration of building footings and cap design. Reducing the size of the proposed cap footprint could potentially accommodate for buildings at this location but would require a significantly higher cap across the Site in order to handle anticipated soil volumes.

The proposed reuse plan modifications highlighted on pages 17 and 18 recommend an alternative configuration of future site uses to ensure compatibility with anticipated remedy components.

Table 5. Reuse Considerations

Zone 1	Zone 2	Zone 3	Zone 4
Remedial: • Above ground extraction wells pipelines Reuse: • Parking & structures with access to “L” Street and Gimble St. right-of-way Considerations: • Replace extraction & monitoring wells with flush-mounted well heads • Bury pipeline network • Consider relocation of ground water treatment compound • Consider locating structures away from pipeline network and parking areas would likely need to be paved	Remedial: • No known remedial constraints. Reuse: • Structures and open space (temporary farmers’ market). Considerations: • Limited access to existing improved roads. • Southern portion potentially suitable for structures.	Remedial: • Consolidated soils with clay cap and vegetated surface. Reuse: • Passive park / open space / trails (south); Structures (north). Considerations: • Park uses (south) likely compatible with cap. • Structures would encroach on foot print of consolidation area. • Building and excavation restrictions likely required for cap area.	Remedial: Storwater retention area to capture runoff from capped area. Reuse: Landscaped retention pond. Considerations: • Surface area and volume are to be determined; • Accessible from Pine St. & “F” St. • Opportunity to consolidate retention area and allow for additional structural development.

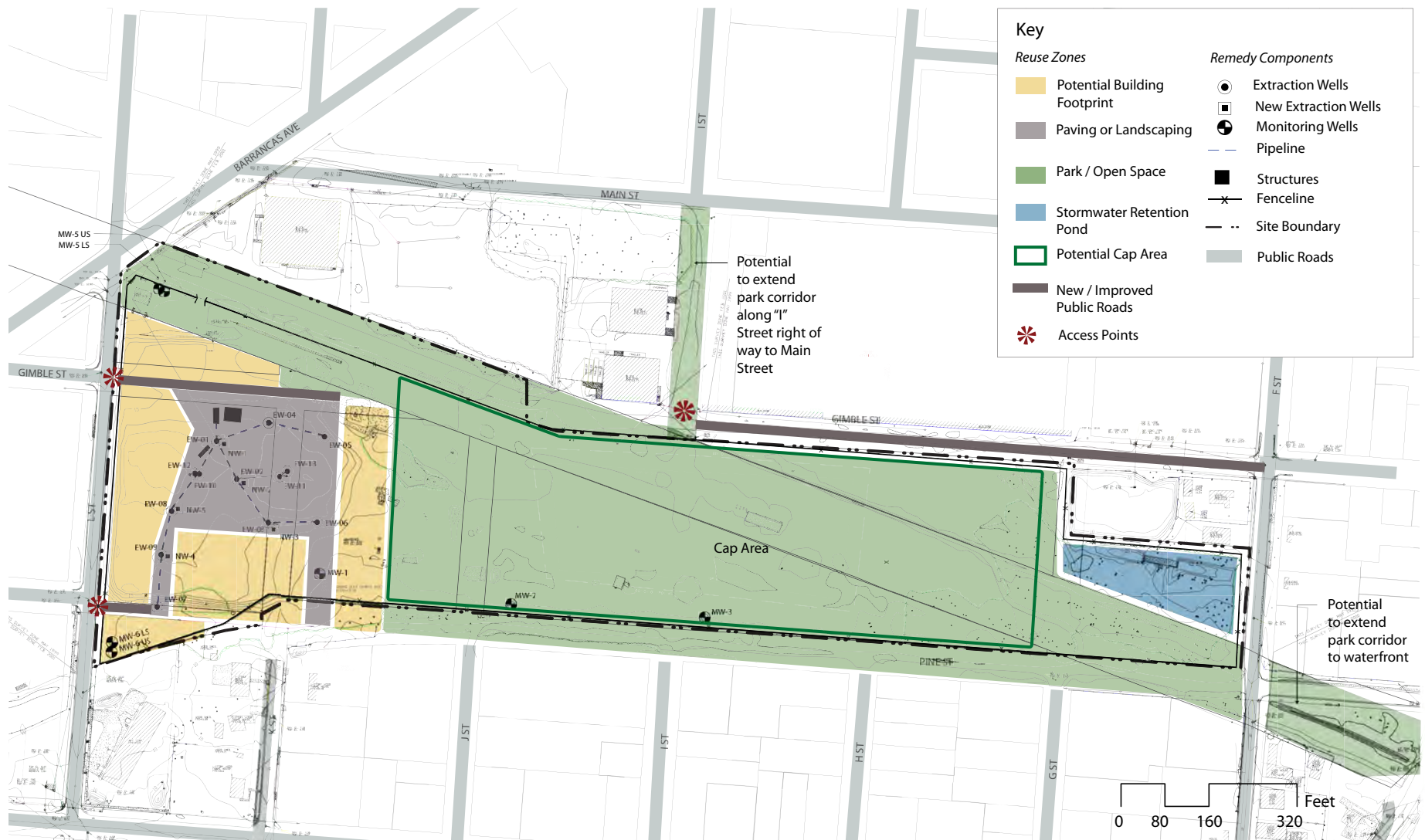


Figure 10: Modified Reuse Framework

Recommended Reuse Plan Modifications

The 2003 Reuse Plan could be modified in order to accommodate a larger cap area, as discussed in the remedial considerations section (see pages 15 and 17), and address the railroad right of way considerations, discussed in the ownership considerations section (see page 11). The modified reuse framework presented on page 18 illustrates how a larger park and open space concept could allow for recreational uses across the Site with mixed-use commercial and residential uses re-located to the western half of the Site.

The illustrative reuse framework presented in Figure 11 below shows how mixed-use development consolidated along Barrancas Avenue and “L” Street could compliment the redevelopment of areas north of the Site, as envisioned in the 2003 Reuse Plan. A park could be expanded to include greenway connections from the site to Barrancas Avenue, West Main Street and the waterfront to the south (see Figure 12).



Figure 11. Illustrative Reuse Framework

V. Conclusions

The following section summarizes the findings of the reuse suitability analysis and documents considerations identified by city and community stakeholders that could help to inform remedy selection, remedial design and implementation of the site's reuse plan.

Summary of Findings

The reuse assessment findings indicate that:

- 2003 Reuse Plan can be implemented with some modification, and the primary elements of the plan would be feasible under the range of remedial alternatives being evaluated.
- Modification could include a larger cap area and relocation of proposed mixed-use development to the western half of the Site.
- The modified reuse plan maintains the concept of buffering the single-family neighborhood with a publicly accessible open space, while accommodating for mixed-use development along the Barrancas Avenue arterial.
- Remedial design and final site reuse plan layout will need to consider transitions from the surrounding grade to top of the capped area.



Figure 12. Potential Greenway Connection to Waterfront

Remedy Selection Considerations

- City staff have expressed concern that remedial alternatives requiring a 17-foot-high consolidation area and cap at the Site would be too high to effectively support recreational reuse and would be out of scale with surrounding residential neighborhoods.
- Community members have requested that EPA provide visuals of the proposed remedial alternative, including examples of similar sites, to understand the scale of the selected cap height in relation to the surrounding land use.

Remedial Design Considerations

City and community stakeholders identified a number of considerations that could be addressed during the remedial design phase such as:

- Ensure drainage is properly managed and does not adversely impact surrounding properties.
- Consider vegetative cover options that support the anticipated recreational use.
- Develop grading transitions from the surrounding land uses to the top of the cap to support the anticipated future recreational reuse and provide appropriate scale transitions to the surrounding neighborhood.
- Consider grading alternatives that provide some variability in the topography consistent with the anticipated recreational land use.

In addition to the issues identified by city staff and community stakeholders, there may be other reuse considerations that can be addressed during the remedial design phase such as future access to and through the Site, final location and configuration of the containment area, and the methods and configuration of stormwater management on the Site.

Implementation Considerations

As EPA proceeds with remedy selection, remedial design and cleanup activities at the Site, the city and community have an opportunity to take additional steps to prepare for the implementation of the reuse plan such as:

- Identifying a viable owner capable of acquiring and consolidating the ACW-owned parcels at the Site.
- Obtaining appropriate easements, rights to the use of railroad right-of-way, or considering potential for acquisition of railroad right-of-way at the Site.

While the City of Pensacola is considering taking ownership of portions of the Site, city staff have indicated that the local government would give further consideration to acquisition options once remedy selection and design activities are complete.

For more information:

E² Inc.
921 2nd Street SE
Charlottesville, VA 22902

www.e2inc.com
434-975-6700





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00268

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Award of Contract - Bid# 17-001 Bill Gregory Park Regional Stormwater Treatment Facility Project

RECOMMENDATION:

That City Council award a contract for construction of the Bill Gregory Park Regional Stormwater Treatment Facility Project to Gulf Coast Utility Contractors of Panama City, Florida, the lowest and most responsible bidder with a base bid of \$1,519,080.50 plus Bid Alternate #1 of \$9,500.00, plus Bid Alternate #2 of \$25,000.00, plus Bid Alternate #3 of \$25,000.00, plus Bid Alternate #4 of \$144,985.00, plus a 10% contingency of \$172,356.55 for a total amount of \$1,895,922.05.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

The Bill Gregory Park Regional Stormwater Treatment Facility Project is a proposed 2.5 acre stormwater pond project to be constructed on the City of Pensacola's Bill Gregory Park property utilizing grant proceeds from the Gulf Environmental Benefit Fund managed by the National Fish and Wildlife Foundation (NFWF). These improvements will capture and treat stormwater runoff from approximately 37 acres currently discharging untreated runoff directly into the eastern head waters of Bayou Chico. The facility improvements will include a two-tier treatment train system with proprietary pre-treatment units upstream to remove debris and floatables from the runoff before it enters a wet detention pond. The project will also incorporate functional and aesthetic public amenities similar to those in the recently constructed Admiral Mason Stormwater Park. These amenities will include enhanced LED lighting, walking paths, a boardwalk, sitting benches, extensive landscaping and passive reflection areas. This project's bid alternates include installation of stormwater pre-treatment units, a boardwalk, enhanced lighting and installation of additional stormwater infrastructure to more effectively route stormwater.

PRIOR ACTION:

October 8, 2015 - City Council approved the Interlocal Agreement between with Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Project at Bill Gregory Park.

FUNDING:

Budget: \$ 2,180,000.00 NFWF Grant Award

Actual: \$ 1,723,565.50 Construction Contract
 172,356.55 10% Contingency
 198,500.00 Engineering Design/Permitting
 50,000.00 Project Inspection
 27,000.00 Construction Testing/Misc.
 \$ 2,171,422.05 Total

FINANCIAL IMPACT:

Grant funding in the amount of \$2,180,000.00 has been appropriated in the Special Grants Fund. To date, \$210,845.57 has been expended or encumbered for items related to engineering design and miscellaneous preconstruction cost, leaving a remaining current balance of \$1,969,154.43. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 17-001
- 2) Final Vendor Reference List, Bid No. 17-001
- 3) Bill Gregory Park Regional Stormwater Treatment Facility Project Map
- 4) Council Memo NFWF Grant 10-8-15

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-001

TITLE: BILL GREGORY PARK REGIONAL STORMWATER TREATMENT FACILITY PROJECT

OPENING DATE: December 1, 2016 OPENING TIME: 2:30 P.M.	GULF COAST UTILITY CONTRACTORS Panama City, FL	VISION CONSTRUCTION ENT., INC. Pensacola, FL
DEPARTMENT: Engineering		
Base Bid	\$1,519,080.50	
Bid Alternate 1	\$9,500.00	
Bid Alternate 2	\$25,000.00	
Bid Alternate 3	\$25,000.00	(non-responsive)
Bid Alternate 4	\$144,985.00	
Base Bid plus Alternates	\$1,723,565.50	
M/WBE Goal: 5% M/WBE Participation	17.4%	
Attended Prebid	Yes	

Opening Date: 11/17/16

Bid No.: 17-001

FINAL VENDOR REFERENCE LIST
BILL GREGORY PARK REGIONAL STORMWATER TREATMENT FACILITY PROJECT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	M/WBE
063996	3 KINGS MASONRY LLC	3303 WEST GONZALEZ STREET	PENSACOLA	FL	32505	N
049644	A CUT ABOVE TREE CARE & LANDSCAPE INC	1834 ESCAMBIA AVE	PENSACOLA	FL	32503	N
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	N
006037	AL WINGATE & COMPANY DBA WKG ENTERPRISES INC	10901 GULF BEACH HWY	PENSACOLA	FL	32507	N
046667	ALFRED BURGDORF LLC DBA A&B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	N
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
001948	ARMSTRONG ELECTRIC COMPANY INC	4920 CHANEY STREET	PENSACOLA	FL	32503	N
048047	ARTMAN PAUL D DBA ARTMAN'S LANDSCAPING LLC	1041 E MAXWELL ST	PENSACOLA	FL	32503	N
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	N
051095	BAIRD, JACQUELINE SUZANNE DBA SOUTHERN BOTANICALS	1111 EAST HERNANDEZ STREET	PENSACOLA	FL	32503	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
044591	BENTLEY, SHIRLEY S DBA THE GRASS COMPANY	1600 GOVERNORS DRIVE #1518	PENSACOLA	FL	32514	N
048040	BENTLEY, ZANE DBA PENSACOLA HYDROSEEDING	9697 HUMMINGBIRD LANE	PENSACOLA	FL	32514	N
059759	BERRY LANDON VENNEY JR DBA BLV ELECTRICAL ENGINEERS	134 CEVALLOS STREET	PENSACOLA	FL	32502	N
032537	BEULAH EXCAVATING CO	6640 FRANK REEDER ROAD	PENSACOLA	FL	32526	N
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	N
065014	BIG ORANGE ENT LLC DBA ESCAPE LANDSCAPING AND LAWN CARE	704 THORNWOOD PLACE	PENSACOLA	FL	32514	N
057455	BILL FERGUSON ENTERPRISES INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	N
065158	BOSS LADY CONCRETE CONSTRUCTION LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	N
068970	BR BONNER'S HAULING INC	10231 WALBRIDGE STREET	PENSACOLA	FL	32514	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
039797	CONTAINERS INC OF NW FLORIDA DBA CONTAINERS INC	P O BOX 6115	PENSACOLA	FL	32503	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
057160	CURB APPEAL LLC	3333 NORTH 18TH AVENUE	PENSACOLA	FL	32503	N
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
027855	D&T ELECTRIC OF PENSACOLA LLC	6435 WYNDOTTE ROAD	PENSACOLA	FL	32526	N
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	N
053920	DTR ELECTRIC INC	336 FOREST HILLS DRIVE	CANTONMENT	FL	32533	N
059555	EAGER BEAVER PROFESSIONAL TREE CARE LLC	5205 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	Y
069659	EAST BAY LANDSCAPING & IRRIGATION INC DBA PINELANDS NURSERY CO	8365 HIGHWAY 90	MILTON	FL	32583	N
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	N
062947	EMERALD COAST GRASS COMPANY	8917 BURNING TREE ROAD	PENSACOLA	FL	32514	N
069067	EMERALD COAST WASTE CONSULTING INC DBA EMCO CONSULTING INC	P O BOX 4627	PENSACOLA	FL	32507	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
021026	F & M ELECTRIC INC	901 CONCORDIA BLVD	PENSACOLA	FL	32503	N

Opening Date: 11/17/16

Bid No.: 17-001

FINAL VENDOR REFERENCE LIST
BILL GREGORY PARK REGIONAL STORMWATER TREATMENT FACILITY PROJECT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	M/WBE
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
067563	FOUR C'S LANDSCAPING SERVICES INC DBA ALTMAN LANDSCAPING	410 DOLPHIN STREET	GULF BREEZE	FL	32561	N
068937	G SMITH'S LAND MANAGEMENT	11809 CHANTICLEER DRIVE	PENSACOLA	FL	32507	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
047139	GREEN PROCEDURES INC	2629 HWY 29 SOUTH	CANTONMENT	FL	32533	Y
010453	GREG WILLIAMS ELECTRIC INC	P O BOX 3288	PENSACOLA	FL	32516	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
038609	GULF ELECTRIC SERVICE CO INC	1125 HARBOR LANE	GULF BREEZE	FL	32563	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
048956	HERBERT'S HOME & BUSINESS MAINTENANCE LLC	1713 LEPLY ROAD	PENSACOLA	FL	32534	N
053404	HINES, TERREANCE T DBA HINES CLEANING & LAWN MAINTENANCE	1012 NORTH S STREET	PENSACOLA	FL	32505	N
049715	HOLLAND PUMP CO	2610 SIDNEY LANIER DR	BRUNSWICK	GA	31525	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049098	J L ELECTRIC LLC	551 DESERT OAK DR	PENSACOLA	FL	32514	N
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	N
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	N
067491	JACKSON, EDDIE L DBA FAMILY LANDSCAPING	409 PEPPER TREE TERRACE	PENSACOLA	FL	32506	Y
043118	JAMES E SIMMONS ELECTRIC CO INC	2443 BROOKWOOD PLACE	CANTONMENT	FL	32533	N
064527	JAMES FAMILY LAWN CARE	516 ROBINSON STREET	CANTONMENT	FL	32533	N
049231	JAMES R BAILEY ELECTRICAL SERVICE	6119 TONAWANDA DRIVE	PENSACOLA	FL	32506	N
034691	JOHNSON SEPTIC TANK	10050 SOUTH HWY 97-A	WALNUT HILL	FL	32568	N
049111	JOSEPH L MALONEY JR DBA MISSION GRASS	98 E ENSLEY STREET	PENSACOLA	FL	32534	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
001033	KELSON ELECTRIC COMPANY INC	906 WEST MAIN STREET	PENSACOLA	FL	32502	N
060524	KEVEN PARKER SERVICES LLC	4043 HIGHWAY 297A	CANTONMENT	FL	32533	N
051998	KIRKLAND, WILLIE JR DBA WILLIE KIRKLAND TRUCKING	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	N
064730	KNIGHT LANDSCAPE CONCEPTS INC	910 PINOAK LANE	CANTONMENT	FL	32533	N
051094	KNIGHT, TERENCE I DBA KNIGHT'S ELECTRICAL SERVICE	1114 E LEONARD ST	PENSACOLA	FL	32503	N
018273	KRAFTRONICS INC	3025 WEST NINE MILE RD	PENSACOLA	FL	32534	N
055738	LARRY ARMSTRONG ELECTRICAL CONTRACTOR INC	2952 BLUESTAR AVENUE	PENSACOLA	FL	32514	N
058490	LAWN PROZ	3241 COPPER RIDGE CIRCLE	CANTONMENT	FL	32533	N
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	N
062229	LED WORLDWIDE LIGHTING INC	16410 NORTH SHORE COURT	PENSACOLA	FL	32507	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	N
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	N

Opening Date: 11/17/16

Bid No.: 17-001

FINAL VENDOR REFERENCE LIST
BILL GREGORY PARK REGIONAL STORMWATER TREATMENT FACILITY PROJECT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	M/WBE
035623	MCCOY, MARCUS DBA MAVERICK DEMOLITION & LAND CLEARING	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
060078	MCGARVEY ENTERPRISES NWFL	7128 CHAPEL STREET	PENSACOLA	FL	32504	N
049263	MCGUIRE ELECTRICAL LLC	1812 EAST MALLORY ST	PENSACOLA	FL	32503	N
037603	MCKAY, KATHRYN DBA PANHANDLE TURF	2704 W LLOYD	PENSACOLA	FL	32505	N
057267	MCKNIGHT, CHARLES SEAN DBA SEAN MCKNIGHT & SONS PROFESSIONAL SERVICES LLC	4200 LANGLEY AVENUE	PENSACOLA	FL	32504	N
030768	MCLEMORE ELECTRIC INC	P O BOX 9625	PENSACOLA	FL	32513	N
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	N
043858	MOORE, JILL DBA TIMBERWOLF IRRIGATION CONSULTANTS	3745 BONNER ROAD	PENSACOLA	FL	32503	N
030308	MYLES, ROBERT R DBA ROBERTS LAWN CARE	730 BOXWOOD DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	N
049009	PARRIS CONSTRUCTION CO LLC	10 EAST FAIRFIELD DRIVE STE C	PENSACOLA	FL	32503	N
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	N
060636	PATHWAYS FOR CHANGE INC EVERYTHING OUTDOORS LAWN & MAINTENANCE	P O BOX 17852	PENSACOLA	FL	32522	N
042853	PAUL PATRICK ELECTRIC INC	5924 GRAHAM LANE	MILTON	FL	32583	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
060334	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
057161	PENSACOLA GRASS MASTERS	PO BOX 10503	PENSACOLA	FL	32524	N
013695	PENSACOLA LANDSCAPING & LAWN CARE INC	P O BOX 11487	PENSACOLA	FL	32524	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	N
049446	Q A ELECTRIC INC	4051-G BARRANCAS AVE STE 116	PENSACOLA	FL	32507	N
048368	QUALITY ELECTRIC OF FL LLC	8220 LILLIAN HWY	PENSACOLA	FL	32506	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
059174	R&W LANDSCAPING & LAWN CARE LLC	1016 NORTH 6TH AVE	PENSACOLA	FL	32501	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
070005	RAIN FOR RENT	315 DIAL STREET	MOBILE	AL	36612	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	N
060976	SAFE LAWN INC	3380 LEMMINGTON ROAD	PENSACOLA	FL	32504	N
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	N
025349	SANDERS BROTHERS ELECTRIC INC	8195 KIPPLING STREET	PENSACOLA	FL	32514	N
002653	SCAPIN ELECTRIC COMPANY	PO BOX 6597	PENSACOLA	FL	32503	N
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N

Opening Date: 11/17/16

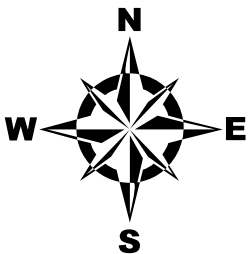
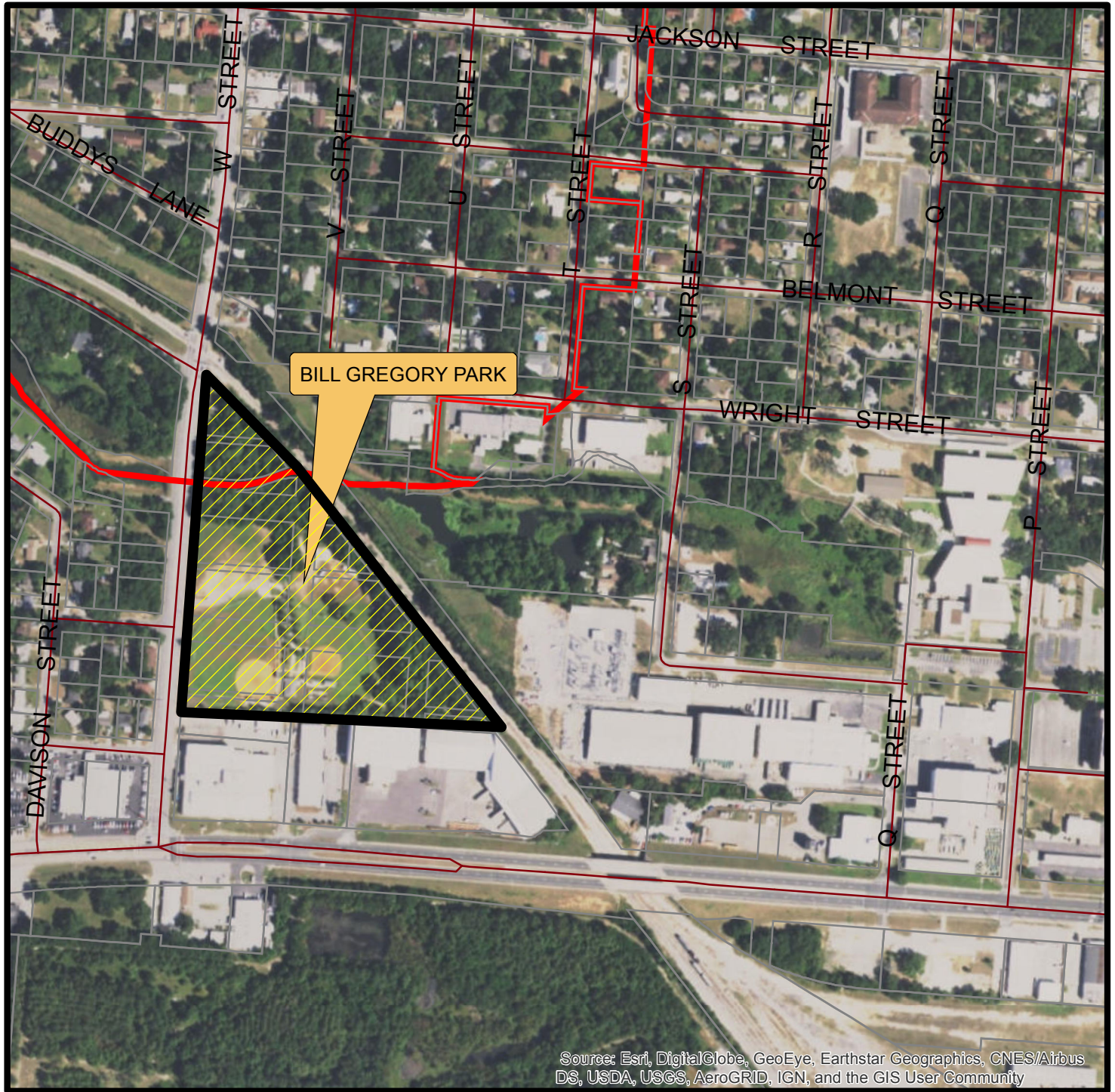
Bid No.: 17-001

FINAL VENDOR REFERENCE LIST
BILL GREGORY PARK REGIONAL STORMWATER TREATMENT FACILITY PROJECT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	M/WBE
049242	SELECTRICITY	PO BOX 4736	PENSACOLA	FL	32507	N
032132	SEMINOLE ELECTRIC CONSTRUCTION INC	7720 MISTY PINES LANE	PENSACOLA	FL	32526	N
043119	SHIELDS ELECTRIC LLC	2803 W LAKEVIEW AVE	PENSACOLA	FL	32505	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
054175	SUPERIOR WASTE & LANDCLEARING LLC	8804 SONNYBOY LANE	PENSACOLA	FL	32514	N
055552	T R C LANDSCAPING	4737 KITTY HAWK CIRCLE	GULF BREEZE	FL	32563	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
051465	TROY TEMPLEMAN DBA GULF STATES ENTERPRISES INC	2140 JARROD DRIVE	CANTONMENT	FL	32533	N
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
059755	WALKER, MICHAEL DBA WALKER'S TREE SERVICES LLC	66 NORWOOD STREET	PENSACOLA	FL	32506	N
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
049243	WASHINGTON, CHARLIE DBA C W LAWN CARE	747 TWINKLE STREET	PENSACOLA	FL	32504	N
058666	WEST FLORIDA ELECTRIC SERVICES INC	1808 KINGSTREE DRIVE	CANTONMENT	FL	32533	N
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	N
021814	WILLIAMSON ELECTRICAL CO INC	P O BOX 728	MILTON	FL	32572	N
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	N
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 170

BAYOU CHICO BILL GREGORY REGIONAL STORMWATER FACILITY



PENSACOLA

THE UPSIDE *of* FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

Report of City Council Action Items

October 8, 2015

Members Present: Council President Andy Terhaar, Council Vice President Larry B. Johnson, Charles Bare, Jewel Cannada-Wynn, Sherri Myers, Brian Spencer, Gerald Wingate, and P. C. Wu

Absent: None



CONSENT AGENDA ITEMS

1. MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF PENSACOLA, PORT OF PENSACOLA AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR LAND USE CONTROLS

That City Council authorize the Mayor to execute a Memorandum of Agreement and any related documents between the City of Pensacola, Port of Pensacola and the Division of Waste Management, Florida DEP to perform contamination assessments and implement institutional Land Use Controls at the Port of Pensacola. Further, that City Council approve adding the MOA to the Port Terminal Tariff as required by the MOA.

The motion passed unanimously.

REGULAR AGENDA ITEMS

2. INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY RELATING TO THE NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT FOR THE BAYOU CHICO RESTORATION PROJECT

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

The motion passed unanimously.

SUPPLEMENTAL BUDGET RESOLUTION NO. 50-15 – **MOTION TO APPROVE**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.

The motion passed unanimously.

3. APPOINTMENTS – ARCHITECTURAL REVIEW BOARD

City Council reappointed Nina H. Campbell a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; Susan Campbell a Property or Business Owner in the Palafox Historic Business District; and George R. Mead, II a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2017.

The motion passed by acclamation unanimously.

4. MARITIME PARK BOARD OF TRUSTEE APPOINTMENT

~~The CMPA board members shall be appointed by direct appointment of City Council Members. Current appointments shall be made by the Council Member at large, followed by individual district representatives beginning with Council District 1. Nothing herein shall prevent a Council Member from serving on the CMPA rather than appointing a non-Council Member.~~

Substitute Motion: That City Council direct the City Attorney to draft a resolution that will allow City Council Members to make direct appointments to CMPA Board of Trustees.

The motion passed 5 – 3. Council Members Cannada-Wynn, Wingate, and Wu dissenting.

COUNCIL MEMORANDUM

Council Meeting Date: October 8, 2015

LEGISLATIVE ACTION ITEM



FROM: Ashton J. Hayward, III, Mayor *EJO FOR*

SUBJECT: Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Interlocal Agreement between the City of Pensacola and Escambia County relating to the NFWF Grant for the Bayou Chico Restoration Projects at Bill Gregory Park and 'R' Street at Maggie's Ditch. Further, that City Council adopt the attached supplemental budget resolution to appropriate the grant funds.

AGENDA: _____ Regular X Consent

Hearing Required: Public _____ Quasi-Judicial: _____ No Public Hearing: X

SUMMARY:

The Bayou Chico Restoration Project grant proposal was submitted to NFWF by Escambia County as the lead organization and includes a suite of four (4) separate stormwater sub-projects, totaling \$11,032,250.00, two of which will be constructed by the City of Pensacola. The requested grant was awarded to Escambia County as the primary recipient and the attached interlocal agreement allows for the City to self-manage the two approved sub-projects within the suite at Bill Gregory Park and 'R' Street/Maggie's Ditch with reimbursement directly from Escambia County. The City sub-projects will be fully funded by the NFWF grant through Escambia County in the amount of \$2,180,000 for Bill Gregory Park and \$865,000 for 'R' Street at Maggie's Ditch. These projects will help to meet stormwater treatment goals intended to assist in the restoration of Bayou Chico and support planned restoration activities identified in the Florida Department of Environmental Protection's restoration plan for the Bayou. Expected outcomes include restored and greatly improved benthic habitat quality, increased biological diversity and productivity, and improved water quality to assist in meeting the total maximum daily pollutant loads (TMDL's) established for Bayou Chico. This suite of projects works to fulfill the NFWF focal area to restore and maintain the ecological integrity of priority coastal bays and estuaries.

PRIOR ACTION:

None

Council Memorandum

Subject: Interlocal Agreement between the City of Pensacola and Escambia County relating to the National Fish and Wildlife Foundation (NFWF) Grant for the Bayou Chico Restoration Project

Council Meeting Date: October 8, 2015

Page 2

FUNDING:

Bill Gregory Park Stormwater Sub-Project

Budget: \$2,180,000 (NFWF Grant)

Actual: \$2,180,000 (Estimated)

R Street at Maggie's Ditch Stormwater Sub-Project

Budget: \$865,000 (NFWF Grant)

Actual: \$865,000 (Estimated)

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the funding for this grant.

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Interlocal Agreement between the City of Pensacola and Escambia County, Florida relating to the Bayou Chico Restoration Project
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Resolution Explanation

PRESENTATION:

None

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA
AND ESCAMBIA COUNTY, FLORIDA RELATING TO THE BAYOU
CHICO RESTORATION PROJECT**

THIS AGREEMENT made and entered into on this ____ day of _____ 2015, by and between the City of Pensacola, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, both the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner; and

WHEREAS, the County previously entered into a Project Funding Agreement with the National Fish and Wildlife Foundation (NFWF) to provide funding for the Bayou Chico Restoration Project (hereinafter referred to as "Funding Agreement"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City and County desire to cooperatively perform a portion of the Work comprising the Bayou Chico Restoration Project with Escambia County serving as the lead jurisdiction for purposes of administrative authority and grant management.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

ARTICLE 1
Purpose

1.1 **Recitals**. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 **Purpose**. This Agreement sets forth the terms and conditions whereby the City and County shall jointly perform a portion of the Bayou Chico Restoration Project to include the Bill Gregory Park Regional Stormwater Treatment Facility Project and the R Street at Maggie's Ditch Stormwater Treatment Enhancement Project (hereinafter referred to as the "Project" or "Projects") as provided herein.

ARTICLE 2
Responsibilities of the Parties

2.1 The County shall serve as the direct recipient of Project Funding pursuant to the Funding Agreement with NFWF and reimburse the City for eligible Project costs performed in accordance with the terms of this Agreement and the Funding Agreement. NFWF shall ultimately determine the eligibility of costs related to the project, as outlined in the grant project scope.

2.2 The City shall submit written requests for reimbursement of eligible Project costs already paid or incurred no more frequently than once monthly, and the County shall provide reimbursement once monthly for eligible costs. Requests shall include, at a minimum, the total dollar amount, an itemization by Task and Cost Category of the Project costs, and copies of any payment documentation or other relevant financial documents as may be reasonably required to verify Project costs. Requests for Reimbursement shall be submitted to the County's designated Project Manager at the following address:

To the County:
Taylor "Chips" Kirschenfeld
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505

2.3 The City shall complete the individual Tasks comprising the Work identified in the Funding Agreement as follows:

*Bill Gregory Park Regional Stormwater Treatment Facility Project
Task 1- Bill Gregory Park Stormwater Project- Pre-Construction
Task 2- Bill Gregory Park Stormwater Project- Construction
Task 3- Bill Gregory Park Stormwater Project- Monitoring

*R Street at Maggie's Ditch Stormwater Treatment Enhancement Project
Task 4- R Street at Maggie's Ditch Stormwater Project- Pre-Construction
Task 5- R Street at Maggie's Ditch Stormwater Project- Construction
Task 6- R Street at Maggie's Ditch Stormwater Project- Monitoring

2.4 The City shall submit a Monthly Report to the County's designated Project Manager with a narrative description of the Work performed to date and certification that the Work performed to date constitutes part of the Project and each Task is proceeding on or under the Task Budget and will be completed on or under the Task Budget.

2.5 As it relates to the performance of Work pursuant to this Agreement, the City represents and warrants as follows:

- a. The City shall conduct all activities related to the Work in compliance with applicable laws, regulations, rules, orders, and other governmental mandates,

including, but not limited to, those pertaining to procurement, acquisition, or other contracting actions;

b. The City shall comply with generally accepted policies and procedures applicable to procurement, acquisition, or other contracting actions;

c. The City is qualified to perform the applicable Work and reserves the right to contract and/or subcontract any aspect of the project work, as deemed necessary to complete the adopted project scope and schedule;

d. The City shall perform the applicable Work within budgeted costs as identified for such Work as provided in the Funding Agreement;

d. The City shall maintain appropriate insurance against liability for injury to persons or property from any and all activities related to the Work; and

e. The City does not have any conflict of interest with respect to NFWF, the County, or the Project.

2.6 Upon completion of the Projects described herein, the City shall be responsible for the maintenance of said improvements.

2.7 Project Funding as referenced herein is solely available subject to an award from NFWF. County shall have the right to terminate this Agreement and immediately cease all payments related thereto in the event NFWF should fail to award, terminate or cancel said funding after the effective date of this agreement. Upon such occurrence, neither party shall have any responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by NFWF.

2.8 This Agreement shall become effective, after being properly executed by the Parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

ARTICLE 3 **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as

amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.6 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.7 Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provision of this Agreement.

3.8 No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

To the County:

Jack R. Brown
County Administrator
Escambia County
221 South Palafox Place
Pensacola, Florida 32502

To the City:

Ashton J. Hayward, III
Mayor
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

CITY:
The City of Pensacola, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor,

Date: _____

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
City Clerk

Legal in form and valid as drawn:

By: _____
City Attorney

**RESOLUTION
NO. -**

**A RESOLUTION
TO BE ENTITLED:**

**A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2016; PROVIDING FOR AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

To:	Miscellaneous Revenue	3,045,000
To:	Capital Outlay	3,045,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
OCTOBER 2015 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER GRANT

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	3,045,000	Appropriate estimated revenue for Miscellaneous Revenue
Total Revenues	<u>3,045,000</u>	
Appropriations		
Capital Outlay	3,045,000	Appropriate funding for Capital Outlay
Total Appropriations	<u>3,045,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00326

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Award of Contract to Caldwell Associates Architects, Inc. for RFQ #16-024 for Architectural and Engineering Services for the Construction of Bayview Community Resource Center.

RECOMMENDATION:

That City Council award contract to Caldwell Associates Architects, Inc. of Pensacola for RFQ # 16-024 for Architectural and Engineering Services for the Construction of a Community Resource Center at Bayview Park, for an agreed upon fee of 7.00% of construction costs, estimated at \$315,828, plus eligible reimbursable expenses and additional services estimated at \$404,500, for a total estimated cost of \$720,328. Further, that Council authorize the Mayor to execute all contracts and related documents and take all related actions necessary to complete the project.

AGENDA: Consent

Public Hearing Required: No Hearing Required

SUMMARY:

On February 11, 2016, Council approved the expenditure of funds in the amount of \$9,350,000 for the rebuilding of Fire Station #3 (\$3,300,000) and Bayview Community Resource Center (\$6,050,000) from the One-Cent Local Government Infrastructure Surtax extension from January 1, 2018 through December 31, 2028 (LOST Series IV).

In April 2016, the City issued a Request for Qualifications (RFQ) for Architectural and Engineering services for the new Bayview Community Resource Center. Thirteen firms responded to the RFQ. A selection committee was appointed to review the responses, comprised of 1) Kim Carmody, City of Pensacola Parks and Recreation; 2) Steven Shelly, East Neighborhood Heights Association; 3) Bill Healy, UWF Recreation Department; 4) Juliette Moore, former Recreation Director of the University of Arizona; and 5) Pablo Mirabal, private citizen.

The selection committee reviewed the responses and invited the following four firms to make oral presentations: Caldwell Associates Architects, DAG Architects, Quina Grundhoefer Architects, and Bay Designs Associates Architects. These four top firms made oral presentations to the selection committee on October 24, 2016, and upon completion of the presentations, the committee ranked the firms in the following order:

- 1) Caldwell Associates
- 2) DAG Architects
- 3) Quina Grundhoefer Architects
- 4) Bay Design Associates Architects

Staff has negotiated a contract with Caldwell Associates and a basic design fee of 7% for this project. This design fee is consistent with the State of Florida A&E Fee Service Schedule recommendation. The total A&E fee for the Bayview Community Resource Center is a combination of the Design Fee, Additional Services, and Estimated Reimbursable items for the project.

PRIOR ACTION:

February 11, 2016 - City Council authorized the funding for the rebuilding of Fire Station #3 and Bayview Resource Center.

FUNDING:

Budget: \$6,050,000.00

Actual: \$4,500,000.00 Estimated Construction Cost
 450,000.00 10% Contingency
 315,828.00 7% Design Fee
 404,500.00 Additional A&E Services and Soft Costs
 279,000.00 Miscellaneous Expenses
 100,672.00 Project Management & Inspection
 \$6,050,000.00 Total

FINANCIAL IMPACT:

Funding is available in the Local Option Sales Tax Fund.

CITY ATTORNEY REVIEW: Yes

1/3/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Brian Cooper, Parks and Recreation Director
Robbie McGuire, Building Construction and Facilities Manager
George Maiberger, Purchasing Manager

ATTACHMENTS:

- 1) Fee Proposal
- 2) Tabulation Sheet
- 3) Oral Presentation Ranking Matrix
- 4) Final Vendor Reference List

PRESENTATION: No

City of Pensacola
Caldwell Associates Architects
22-Dec-16

ESTIMATED CONSTRUCTION COST

ESTIMATED CONSTRUCTION COST	\$4,500,000.00
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MISCELLANEOUS COST

Furniture, Fixtures and Equipment	\$136,500.00
Site Signage	\$42,500.00
A/V System	\$55,000.00
Telecomm/Data Systems	\$45,000.00
Sub-Total Misc Cost	\$279,000.00

SOFT COST

Basic Service (7%)	\$315,828.00
Additive Services	
Public Input Meetings	\$10,000.00
Master Plan	\$15,000.00
Programming	\$35,000.00
Civil Engineer	\$70,000.00
Landscape Architect	\$30,000.00
Survey	\$20,000.00
Geotechnical Report	\$10,000.00
Phase 1 Environmental ESA	\$7,500.00
HazReg, NESHAPS, LBP Survey	\$7,500.00
Interior Design	\$22,500.00
Threshold Inspections	\$40,000.00
Structured Cableing	\$25,000.00
A/V Design	\$18,500.00
Building Commissioning (HVAC ONLY)	\$38,500.00
Sustainable Design Documentation/Consult	\$30,000.00
HVAC Test And Balance	\$15,000.00
Remimbursables	\$10,000.00
Sub-Total Additive Services	\$404,500.00

FEE PROPOSAL ESTIMATE	\$720,328.00
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TABULATION OF QUALIFICATIONS

RFQ NO.: 16-024

TITLE: ARCHITECTURAL & ENGINEERING SERVICES FOR THE CONSTRUCTION OF BAYVIEW COMMUNITY RESOURCE CENTER

OPENING DATE: May 3, 2016

OPENING TIME: 2:30 P.M.

DEPARTMENT: Parks & Recreation

Proposers**SBE Status of firm and/or MWBE/SBE Partner(s)/Subcontractor(s)**

Associated Space Design (ASD/SKY)

Jerry Pate Design (SBE), Master Consulting Engineers (MBE)

Bay Design (BDA)

BDA is an SBE. Berube Leonard (SBE), Jerry Pate Design (SBE), Eddie Todd Architect (MBE), Gulf Civil Engineering (WBE)

Bessolo Design (BDGI)

Jehle-Halstead (SBE)

Caldwell Associates (CAA)

CAA is an SBE. Joe DeReuil (SBE), Kenneth Horne (SBE), Premier Engineering Group (SBE), Larry M. Jacobs (SBE)

DAG Architects (DAG)

Berube Leonard (SBE), Premier Engineering (SBE), Kenneth Horne (SBE)

Dalrymple Sallis (DSA)

DSA is an SBE. Jehle-Halstead (SBE)

Emo/Architects

Tullo Planning Group (WBE), Jehle-Halstead (SBE), Dell Consulting, (SBE), Joe DeReuil (SBE)

Livestone Consulting (LCI)

Lyman Davidson Dooley (LDD)

Hydra Engineering (WBE), L.A. Design (WBE), Master Consulting Engineers (MBE)

Quina Grundhoefer (QGA)

QGA is an SBE. Joe DeReuil (SBE), Jehle-Halstead (SBE), Jerry Pate Design (SBE)

Sam Marshall (SMA)

SMA is an SBE. Berube Leonard (SBE), Schmidt Consulting (SBE), Bagwell Engineering (SBE)

STOA

STOA is an MBE. Jehle-Halstead (SBE), Joe DeReuil (SBE), Larry M. Jacobs (SBE)

Townes + (T+A)

T+A is an SBE. Kenneth Horne (SBE), Berube Leonard (SBE)

RFQ NO. 16-024

**Architectural and Engineering Services for the
Construction of Bayview Community Resource Center**
Selection Committee Meeting (10/24/16)
Oral Presentations Evaluation

FIRMS <i>Raw Score</i>	Kim Carmody	Bill Healey	Pablo Mirabal	Juliette Moore	Steven Shelley	TOTAL SCORE
Caldwell Associates (CAA)	1	1	1	1	3	7
DAG Architects (DAG)	2	2	2	2	2	10
Quina Grundhoefer (QGA)	3	3	4	3	1	14
Bay Design (BDA)	4	4	3	4	4	19

Kim Carmody motioned to approve ranking of firms, with Caldwell as top ranked firm.

Juliette Moore seconded.

Motion approved unanimously.

Opening Date: 05/03/16

Bid No.: 16-024

FINAL VENDOR REFERENCE LIST
ARCHITECTURAL & ENGINEERING SERVICES FOR THE CONSTRUCTION OF BAYVIEW COMMUNITY RESOURCE CENTER
PARKS & RECREATION

Vendor	Name	Address	City	St	Zip Code	SBE
049093	ARCHITECTURAL AFFAIRS INC	105 EAST DESOTO ST	PENSACOLA	FL	32501	N
070194	ASSOCIATED SPACE DESIGN DBA ASD/SKY	4810 WEST NINE MILE ROAD	PENSACOLA	FL	32526	N
065922	BAGWELL MCCARTHY TESTING & ENGINEERING INC	216 EAST GOVERNMENT ST	PENSACOLA	FL	32502	Y
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
035802	BAY DESIGN ASSOCIATES ARCHITECTS	720 BAYFRONT PKWY STE 200	PENSACOLA	FL	32502	Y
059759	BERRY LANDON VENNEY JR DBA BLV ELECTRICAL ENGINEERS	134 CEVALLOS ST	PENSACOLA	FL	32502	Y
052683	BESSOLO DESIGN GROUP INC	556 CENTRAL AVE	ST PETERSBURG	FL	33701	N
000058	BULLOCK-TICE ASSOCIATES	909 EAST CERVANTES ST STE B	PENSACOLA	FL	32501	N
003039	CALDWELL ASSOCIATES ARCHITECTS INC	116 NORTH TARRAGONA ST	PENSACOLA	FL	32502	Y
053116	CONSTELLATION ENERGY PROJECTS & SERVICES GROUP	2360 DORIAN DRIVE	PENSACOLA	FL	32503	N
066704	CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
026000	DAG ARCHITECTS INC	1223 AIRPORT ROAD	DESTIN	FL	32541	N
057131	DALRYMPLE SALLIS ARCHITECTURE LLC	213 S BAYLEN ST	PENSACOLA	FL	32502	Y
065729	DELL CONSULTING	129 EAST GOVERNMENT ST	PENSACOLA	FL	32502	N
070195	EMO/ARCHITECTS INC	1126 THOMASVILLE ROAD	TALLAHASSEE	FL	32303	N
045609	ENGINEERING & PLANNING RESOURCES PC	309 WEST GREGORY ST	PENSACOLA	FL	32502	Y
024204	FABRE ENGINEERING INC DBA FABRE ENGINEERING & SURVEYING	119 GREGORY SQUARE	PENSACOLA	FL	32502	Y
040956	FITZPATRICK, DAVID W PE, PA	10250 N PALAFOX ST	PENSACOLA	FL	32534	N
063463	GEOSYNTEC CONSULTANTS INC	316 SOUTH BAYLEN ST STE 201	PENSACOLA	FL	32502	N
060768	GULF CIVIL ENGINEERING LLC	2940 BAYVIEW WAY	PENSACOLA	FL	32503	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
050717	GULF COAST ARCHITECTURAL GROUP INC	2510 W CERVANTES ST	PENSACOLA	FL	32502	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	Y
028628	GULF COAST ENVIRONMENTAL & ENGINEERING INC	P O BOX 12623	PENSACOLA	FL	32574	N
039764	HAMLIN CONSULTING INC	4517 WATERWHEEL TURN	PENSACOLA	FL	32514	N
049076	HAMMOND ENGINEERING INC	3802 NORTH "S" ST.	PENSACOLA	FL	32505	N
019764	HEFFERNAN HOLLAND MORGAN ARCHITECT PA	312 S ALCANIZ ST	PENSACOLA	FL	32501	N
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	N
045631	HERNANDEZ CALHOUN DESIGN INTL	1120 EAST CERVANTES ST	PENSACOLA	FL	32501	Y
032932	HSA CONSULTING GROUP INC	1315 COUNTRY CLUB ROAD	GULF BREEZE	FL	32563	N
067511	INFRASTRUCTURE ENGINEERS INC	3182 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
042677	IRBY ENGINEERING & CONST INC	94 E GARDEN ST	PENSACOLA	FL	32502	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN ST	PENSACOLA	FL	32502	N
037237	JEHLE HALSTEAD INC	5414 HIGHWAY 90	MILTON	FL	32571	Y
054641	JERRY PATE DESIGN INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	Y
067283	JOE DEREUIL ASSOCIATES LLC	301 WEST CERVANTES ST	PENSACOLA	FL	32501	N
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVE STE 6	PENSACOLA	FL	32504	Y
001029	KLOCKE MCLAUGHLIN & ASSOCIATES	49 EAST CHASE ST	PENSACOLA	FL	32502	N
043865	KUNZE, CHARLES EDWARD, JR DBA ARTISAN'S ARCHITECTURE	201 E GOVERNMENT ST	PENSACOLA	FL	32502	N
000436	LARRY M JACOBS & ASSOCIATES INC	328 E GADSDEN ST	PENSACOLA	FL	32501	Y
070196	LIVESTONE CONSULTING INC	15100 HUTCHISON ROAD STE 250	TAMPA	FL	33625	N
070197	LYMAN DAVIDSON DOOLEY INC	201 FRANKLIN ST ONE TAMPA CITY CTR STE 250	TAMPA	FL	33602	N
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	N
045220	MEP ENGINEERING SOLUTIONS INC	217 EAST INTENDENCIA ST	PENSACOLA	FL	32501	N
065732	PARADIGM ENGINEERS & CONSTRUCTORS	14180 RIVER ROAD #8	PENSACOLA	FL	32507	N
049009	PARRIS CONSTRUCTION CO LLC	10 EAST FAIRFIELD DRIVE STE C	PENSACOLA	FL	32503	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
023075	PETERSON ENGINEERING INC	75 SOUTH 'F' ST	PENSACOLA	FL	32501	Y
042176	PINDER MARTIN ASSOCIATES INC	1001 N 12TH AVE	PENSACOLA	FL	32501	Y
055283	PLANENG INC	501 FITZGERALD ST	PENSACOLA	FL	32505	N

Opening Date: 05/03/16

Bid No.: 16-024

FINAL VENDOR REFERENCE LIST
ARCHITECTURAL & ENGINEERING SERVICES FOR THE CONSTRUCTION OF BAYVIEW COMMUNITY RESOURCE CENTER
PARKS & RECREATION

Vendor	Name	Address	City	St	Zip Code	SBE
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	N
067398	PREBLE-RISH INC	218 EAST GOVERNMENT ST	PENSACOLA	FL	32502	N
036084	PREMIER ENGINEERING GROUP LLC	410 WEST NINE MILE ROAD	PENSACOLA	FL	32534	Y
065824	PRIME AE GROUP INC	2510 WEST CERVANTES ST	PENSACOLA	FL	32505	N
017263	QUINA GRUNDHOEFER ARCHITECTS	400 WEST ROMANA ST	PENSACOLA	FL	32502	Y
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVE STE 3	PENSACOLA	FL	32503	Y
052760	REED, HEATHER DBA ECOLOGICAL CONSULTING SERVICES INC	38 S BLUE ANGEL PKWY #346	PENSACOLA	FL	32506	N
024578	SAM MARSHALL ARCHITECTS	325 SOUTH PALAFOX ST	PENSACOLA	FL	32502	Y
042209	SCHMIDT DELL ASSOCIATES INC	40 S PALAFOX PLACE STE 300	PENSACOLA	FL	32502	Y
053117	SIEMENS	1101 WEST GARDEN ST	PENSACOLA	FL	32502	N
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BOULEVARD STE 32	PENSACOLA	FL	32503	N
019766	SPENCER MAXWELL BULLOCK ARCHITECTS	17 E MAIN ST STE 100	PENSACOLA	FL	32501	N
037798	STOA INT'L/FLORIDA INC DBA STOA ARCHITECTS	121 EAST GOVERNMENT ST	PENSACOLA	FL	32502	N
020070	STROBEL & HUNTER INC	715 EAST GADSDEN ST	PENSACOLA	FL	32501	Y
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	Y
042009	THOMPSON ENGINEERING	6706-C PLANTATION BLVD	PENSACOLA	FL	32504	N
067875	TIERRA	1300 WEST MAIN ST	PENSACOLA	FL	32501	N
027442	TODD, EDDIE S JR ARCHITECT	P O BOX 17623	PENSACOLA	FL	32522	N
046225	TOWNES + ARCHITECTS PA	2421 NORTH 12TH AVE	PENSACOLA	FL	32503	Y
039962	VDB VISION CONSULTANTS	140 REDBREAST LANE	PENSACOLA	FL	32503	N
066549	WELLS, JAMES E III &SAMANTHA M W3 ENGINEERING INC	557 NORTHCREEK CIRCLE	PENSACOLA	FL	32514	N
026280	WETLAND SCIENCES INC	1829 BAINBRIDGE AVE	PENSACOLA	FL	32507	Y
050218	WILLIAM R BEAN ARCHITECT	3590 RIDDICK DRIVE	PENSACOLA	FL	32504	N
044374	WILLIAM SEALY ARCHITECTS	BOX 10606	PENSACOLA	FL	32524	N

Vendors: 75



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00327

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

Appointments - Board of Trustees-Police Officers' Retirement Fund

RECOMMENDATION:

That City Council appoint two residents of the City to the Board of Trustees, Police Officers' Retirement Fund for a term of two years, expiring December 31, 2018.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board oversees administration of the Police Pension Fund and investment of Pension Funds. The Board is composed of five members, two appointed by City Council, two elected by police officers and one appointed by the other four members.

The following individuals have been nominated or are incumbents that wish to continue serving:

Nominee

Nominated By

Bryan Ball
Richard Peterson
Stephanie Taylor

Johnson
Incumbent
Incumbent

PRIOR ACTION:

City Council appoints members to this board on an annual basis.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Bryan Ball
- 3) Application of Interest - Bryan Ball
- 4) Applications of Interest - Richard Peterson
- 5) Ballot

PRESENTATION: No

Board of Trustees - Police Officers' Retirement Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Bradley, Patrick	Police	elected-police officers	0	2016	06/01/2017	04/17/2015	2	replaced Rodney Eagerton
Peterson, Richard		Council	2	2016	12/31/2016	12/16/2010	2	replaced Bill Elebash
Randle, Rodney C.		Other 4 Members	0	2016	12/31/2016	02/11/2010	2	Replaced Stephen Bartlett
Taylor, Stephanie	Attorney	Council	2	2016	12/31/2016	12/16/2010	2	Replaced Craig Smith
Thompson, Shawn	Police	elected-police officers	0	2016	06/01/2017	08/27/2014	2	replaced Shawn Dockery (unexpired term)

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL
APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, LARRY B. JOHNSON, do nominate BRYAN BAIL
(Nominee)
1990 Drake Rd. 850-572-4847
(Home Address) (Phone)

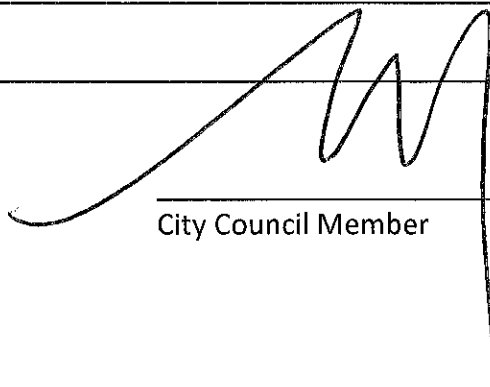
(Business Address) (Phone)
bryan.a.bail@gmail.com
(Email Address)

for appointment by the City Council for the position of:

**MEMBER
BOARD OF TRUSTEES – POLICE OFFICERS' RETIREMENT FUND**

Provide a brief description of nominee's qualifications:

extremely Qualified



City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, November 30, 2016 3:04 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

(Section Break)

Personal Information

Name	Bryan Ball
------	------------

Home Address	1990 Drake Rd. Pensacola, FL 32503
--------------	------------------------------------

Business Address	<i>Field not completed.</i>
------------------	-----------------------------

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

Preferred Contact Phone Number(s)	850-572-4847
-----------------------------------	--------------

Email Address	bryan.a.ball@gmail.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
--------------------------	-----------------------------

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	8 years but grew up in Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Police Pension
Please list the reasons for your interest in this position:	City involvement.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, December 16, 2016 10:42 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Richard Peterson
------	------------------

Home Address	629 Woodbine Drive Pensacola, FL 32503
--------------	--

Business Address	<i>Field not completed.</i>
------------------	-----------------------------

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

Preferred Contact Phone Number(s)	850 324 9477
-----------------------------------	--------------

Email Address	runpra@cox.net
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
--------------------------	-----------------------------

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	35 Years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Police Pension
Please list the reasons for your interest in this position:	I have been on the Board for six years and wish to continue
Do you currently serve on a board?	Yes
If yes, which board(s)?	Police Pension
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Appointment – Board of Trustees – Police Officers’ Retirement Fund
January 12, 2017

Ballot
(Term expiring December 31, 2018)

_____ Bryan Ball

_____ Richard Peterson

_____ Stephanie Taylor

Vote for Two

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00328

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

Appointment - Board of Trustees, Firemen's Relief and Pension Fund

RECOMMENDATION:

That City Council appoint a resident of the City to the Board of Trustees, Firemen's Relief and Pension Fund for a term of two years, expiring December 31, 2018.

AGENDA: Consent

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board oversees administration of the Firemen's Pension Plan and investment of Pension Funds. The Board is composed of five members. Two members are appointed by City Council, two members elected by firemen, and one is appointed by other four members.

The following incumbent wishes to continue serving:

Nominee

Nominated By

Veronica Dias

Incumbent

PRIOR ACTION:

City Council appoints members to the Board of Trustees, Firemen's Relief and Pension Fund on a biennial basis.

FUNDING:

Budget: \$ N/A

Actual: \$ N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List - Board of Trustees, Firemen's Relief and Pension Fund
- 2) Application of Interest - Veronica Dias
- 3) Resume - Veronica Dias
- 4) Ballot

PRESENTATION: No

Board of Trustees - Firemen's Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barnes, Jerri		other four members	0	2016	12/31/2016	07/16/2015	2	replaced Debbie O'Neil
Dias, Veronica	Investment Banker	Council	3	2016	12/31/2016	10/08/2009	2	replaced Robert G. Holmes
Grover, Richard	Firefighter	elected by firefighters	10	2016	12/31/2017	05/19/1995	2	filled James Oswald unexpired term
Horton, III, Samuel A.		Council	14	2016	12/31/2017	12/18/1986	2	
Snyder, Mark	Firefighter	elected by firefighters	3	2016	12/31/2016	11/12/2009	2	replaced Larry Porto

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL
APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, December 28, 2016 10:40 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

(Section Break)

Personal Information

Name	Veronica Dias
------	---------------

Home Address	1227 E Jackson St Pensacola, FL 32501
--------------	---------------------------------------

Business Address	4920 Bayou Blvd Pensacola, FL 32503
------------------	-------------------------------------

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

Preferred Contact Phone Number(s)	850 723-8402
-----------------------------------	--------------

Email Address	veronicadias9599@gmail.com
---------------	--

Upload Resume (optional)	Veronica_Resume for City of Pensacola.docx
--------------------------	--

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	21 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City of Pensacola Fireman's Relief and Pension Fund Board of Trustees
Please list the reasons for your interest in this position:	I want to give back to my community by giving of my time, skills and talents I have obtained through my 30 year career in finance.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Fireman's Relief and Pension Fund Trustee
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Hispanic-American
Physically Disabled	No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Veronica H. Dias

1227 E. Jackson St. Pensacola, FL 32501 | Phone: (850)-723-8402 | E-Mail: veronicadias9599@gmail.com

Experience

CharterBank | 4920 Bayou Blvd Pensacola, FL |

February 2016 to Present

- Senior Commercial Loan Officer
 - Responsible for origination and monitoring commercial and investment real estate loans
 - Call on existing and prospective clients to service accounts and prospect for new business development in loans and deposits.

Wells Fargo Bank, NA | 21 W Garden St Pensacola, FL |

August 2013 to February 2016

- Senior Relationship Manager
 - Acquire, manage and grow profitable account relationships with business customers that have annual gross sales of generally more than \$2MM and less than \$20MM in Escambia and Santa Rosa Counties.
 - Ensure the overall success & growth of portfolio by deepening relationships of existing customers and through the acquisition of new customers.
 - Proactively partner with existing customers in order to fully understand their businesses, goals, strategies and challenges. Accurately assess their financial needs for the purpose of formulating a business plan to deliver an effective variety of financial products and services in order to help the customer succeed financially.
 - Perform financial analysis and underwriting in the areas of credit, cash flow and collateral.
 - Effectively partner with other bankers and other lines of business to deliver the full range of products and services.

Coastal Bank & Trust of FL | 400 W Garden St Pensacola, FL |

April 2005 to July 2013

- Senior Commercial Banker
 - Responsible for management of \$100MM loan portfolio comprised of commercial & commercial real estate clients. Originated and monitored commercial real estate construction loans
 - Called on existing and prospective clients to service accounts and prospect for new business development.
 - Managed lenders to provide support in training, coaching and approving loans.
 - Joined an established sales team then individually grew portfolio to over \$50MM within the first year. Maintained a zero past due month-end ratio for the majority of tenure with a portfolio of minimal exceptions.

SunTrust Bank | 220 West Garden Street, Pensacola, FL |

July 1996, then to March 2005

- Commercial Real Estate Lender – CRE Market Leader
 - Led creation of commercial real estate department calling on builders and developers across Baldwin, Escambia, Santa Rosa, Okaloosa and Walton Counties and grew the portfolio to over \$55 million
 - Managed department's production, portfolio maintenance and employee management
 - Successfully completed STI(SunTrust Institute) University's Commercial Real Estate School
- Commercial & Industrial Lender
 - Inherited a portfolio of over \$70 million composed of retail and C&I loans and responsible for organizing, updating, renewing and properly placing loans into the appropriate departments
 - Responsible for managing calling efforts to develop new loan and deposit business including treasury management products, and referrals to other area of the bank incl. SunTrust Robinson Humphrey for swaps, Trust & Investments, Private Banking

- Credit Manager Commercial & Industrial Department
 - Underwrote larger and more complicated commercial loans
 - Delegated, reviewed and monitored production of credit underwriting department (Pensacola to Panama City)
 - Hired, trained management associates and directed their rotations throughout various bank departments
 - Effectuated an improved internal loan review by improving quality and quantity of annual reviews that had been delinquent for years
 - Graduated SunTrust University's Management Associate Training Program

AmSouth Bank | 70 N Baylen St Pensacola, FL |

November 1999 to 2001

- Commercial & Industrial Senior Underwriter/Manager and Junior Lender
 - Supervised and coordinated commercial credit effort for region from Pensacola to Panama City including managing and training underwriters with various backgrounds and capacities
 - Monitored status of C&I portfolio i.e. receipt of client financial statements, credit servicing & underwriting quality, overdrafts
 - First "set of eyes" for all credit packages, make credit, relationship and market recommendations
 - Called on existing customers to service accounts ensuring maintenance of credit files as well as ensuring all client financial needs were met. Prospected for new business development as time allowed.

Credit Suisse First Boston | 55 E 52nd St, New York, NY |

October 1988 to June 1995

- Research Associate – Latin American Emerging Markets Equity Research
 - Successfully completed rigorous two-year management analyst training program
 - Forecasted earnings and performed stock valuation based on historical balance sheet and income statements, in-depth knowledge of industry drivers and communication with companies analyzed
 - Wrote research reports on publicly traded companies regarding quarterly earnings and other events with financial implications; published industry studies and quarterly market review updates.
 - Presented position on stocks (i.e. buy, sell, hold) to internal sales force and to institutional investors
- Research Assistant
 - Provided analytical, statistical and administrative support to analysts
 - Monitored industry trends by researching, creating and maintaining programs tracking historical data.

Education

Fordham University, Graduate School of Business Administration-completed 1st semester of MBA

Marymount College of Fordham University, BA International Business, French Minor – 1988

Pensacola Catholic High School - 1984

Skills

Series 7 & 63 Registered Representative(license expired)

Fluent in Spanish & Portuguese Languages. Functional use of French.

Other-Volunteer & Community Involvement – Rotary International Member- Five Flags Rotary, Escambia

County Take Stock in Children Mentor, Current Board Member: City of Pensacola Board of Trustees Fireman's

Relief and Pension Fund Trustee; Pensacola Mess Hall. Past Board Member: Pensacola Little Theatre, NAIOP

(commercial real estate and development association), Pace Center for Girls, Pensacola Opera Women & Business

Board, City of Pensacola Planning Board, Escambia County Affordable Housing Advisory Committee. Volunteer:

Pensacola Springfest, Gulf Coast Kids House, United Way, Dallas Texan Futbol Club; Participant-Leadership

Pensacola Class of 2005.

Appointment – Board of Trustees – Firemen’s Relief and Pension Fund
January 12, 2017

Ballot
(Term expiring December 31, 2018)

_____ Veronica Dias

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00329

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

Appointment - Planning Board

RECOMMENDATION:

That City Council appoint an individual who is a resident of the city or owner of property in the city, to the Planning Board to fill the unexpired term of Taylor "Chips" Kirschenfeld, expiring July 14, 2017.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats, proposed street/alley vacations. The Board initiates studies on the location, condition, and adequacy of specific facilities of the area, i.e., housing, parks, and public buildings. The Board schedules and conducts public meetings and hearings pertaining to land development.

The following individuals have been nominated:

Nominee

Jared Moore
Melanie Nichols

Nominated By

Johnson
Myers

PRIOR ACTION:

City Council appoints members to the Planning Board on a biennial basis.

FUNDING:

Budget: \$ N/A

Actual: \$ N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Forms and Applications of Interest
- 3) Ballot

PRESENTATION: No

Planning Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Campbell, Nina H.		Council	2	2016	07/14/2017	06/23/2011	2	Planning Board Rep. appt to ARB
Grundhoefer, Danny	Architect	Council	2	2016	07/14/2017	05/12/2016	2	appointed as Licensed Architect Member filling unexp. Term of Scott Sallis
Kirschenfeld, Taylor ("Chips")	Environmental	Council	3	2016	07/14/2017	06/25/2009	2	
Larson, Kurt	Fire prevention	Council	2	2016	07/14/2017	06/23/2011	2	
Monk, Nathan	Clergy	Council	0	2016	07/14/2017	05/14/2015	2	filled unexpired term of Bradley "Beej" Davis
Owens, Kyle	Lighting Design	Council	1	2016	07/14/2017	08/28/2014	2	filled unexpired term of David Collins
Ritz, Paul	Architect	Council	6	2016	07/14/2017	06/23/2005	2	2011 appointed as regular member not Architect

Term Length: TWO YEAR TERMS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY CITY COUNCIL . ONE APPOINTEE SHALL BE A LICENSED FLORIDA ARCHITECT. ALL MEMBERS SHALL BE RESIDENTS OR PROPERTY OWNERS OF THE CITY.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Larry B. Johnson, do nominate Jared Moore
(Nominee)

2120 Fleance Dr (03)
(Home Address) (Phone)

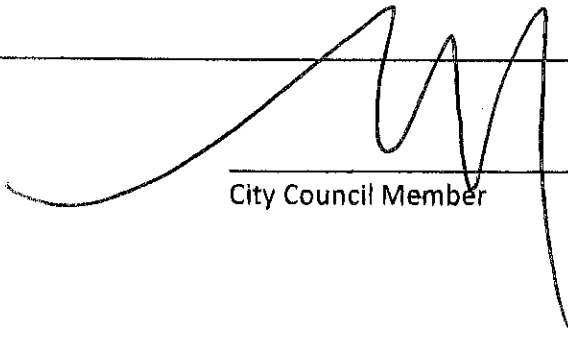
1945 E. Roberts Rd (34)
(Business Address) (Phone) 850-293-7454

jared@jandmvalve.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

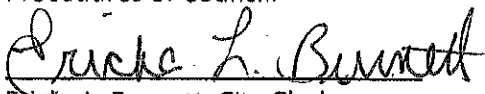
**MEMBER
PLANNING BOARD
(Term expiring 07/14/2017)**

Provide a brief description of nominee's qualifications:



City Council Member

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


Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, March 16, 2016 3:15 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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Personal Information

Name	Jared Moore
Home Address	4485 McClellan Rd
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	293-7454
Email Address	jared@jandmvalve.com
Upload Resume (optional)	Field not completed.

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	6 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	Life-long Pensacolian with desire to participate in exciting progress
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	Yes

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherri Myers, do nominate Melanie Nichols
(Nominee)

(Home Address)

(Phone)

(Business Address)

(Phone)

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
PLANNING BOARD
(Term expiring 07/14/2017)**

Provide a brief description of nominee's qualifications:

Ms. Nichols has served in many capacities as a representative of her community and is very familiar with the city's Land Development Code: Comprehensive Plan. She is a local volunteer.

Sherri Myers
City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, October 26, 2016 6:56 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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Personal Information

Name	Melanie Nichols
Home Address	14 East Gonzalez Street Pensacola, FL 32501
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-221-1586
Email Address	nicholsmelanie2@gmail.com
Upload Resume (optional)	Field not completed.

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	20 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	Thank you for considering me for the Planning Board. I am very interested in serving our City as decisions are being made that continue to improve the whole community. My experience as a former member of the City's Zoning Board of Adjustment and the Area Housing Commission, where I served as the Chairman of the Land Structures and Development Committee, as well as my work advising the Architectural Review Board for matters pertaining to the North Hill Historic District, and serving on the Executive Committee of the Council of Neighborhood Presidents of Pensacola working with all our City's neighborhoods, will greatly help me to be an asset to the Planning Board, as well as my experience working with the City's Municipal Ordinances and the Comprehensive Plan. I am employed by the United States Government, Department of Defense, as an Industrial Property Management Specialist and as such, much of my work involves land use planning, infrastructure projects, and future land and structures design standards. Thank you again for your consideration.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

Appointment - Planning Board
January 12, 2017

Ballot
(Unexpired term of Taylor "Chips" Kirschenfeld, ending July 14, 2017)

_____ Jared Moore

_____ Melanie Nichols

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00318

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-12-5 (BUILDING PERMITS) OF THE LAND DEVELOPMENT CODE - HISTORIC BUILDING DEMOLITION REVIEW

RECOMMENDATION:

That City Council conduct the first of two public hearings on January 12, 2017 to consider an amendment to the Land Development Code, Section 12-12-5 (Building Permits), by including Historic Building Demolition Review.

AGENDA: Regular

HEARING REQUIRED: Public

SUMMARY:

Currently the Land Development Code (LDC) only affords an application and review process for the issuance of demolition permits for those areas within a historic district or other similarly designated areas requiring such review. Given the steep history throughout the City of Pensacola, a desire exists to provide a review process citywide regarding the issuance of demolition permits for historic structures as defined in the LDC.

In July of 2016, the City Council directed the Planning Board to review the LDC in this regard. Through a series of meetings and workshops, the Planning Board has provided a recommended amendment to the LDC, Section 12-12-5.

At the September 15, 2016 City Council Meeting, City Council passed, on 2nd reading an ordinance providing for a 180-day moratorium on the issuance of demolition permits for historic structures as defined in the LDC as well as any structure built in 1916 or prior, providing that nothing within the ordinance shall prohibit the Building Official from abating or ordering the demolition of any unsafe structure in accordance with International Property Maintenance Code as adopted by Section 14-1-139 of the Code of the City of Pensacola.

PRIOR ACTION:

July 14, 2016 - City Council referred to Planning Board for their review and recommendation a Historic Building Demolition Review Ordinance

PRIOR ACTION: (Cont'd)

August thru November - Planning Board discussed at regular meetings as well as workshops to provide a proposed amendment to the Land Development Code

September 15, 2016 - Ordinance No. 27-16 imposing a temporary moratorium on issuance of demolition permits for Historic Structures passed on 2nd reading

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Historic Building Demolition Review

PRESENTATION: No

12-12-5 - Building permits.**Sec. 12-12-5. - Building permits.**

This section is established to provide for building permits for review of compliance with the provisions of this land development code. A "building permit" means any building or construction permit required by Chapter 14-1.

(A) Application. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Standard Building Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work. All applications for building permit shall be accompanied by the following information and materials:

(a) Two (2) complete sets of building construction plans shall be required. In addition, a plot plan drawn to scale depicting the following information shall be required for residential and commercial building permits:

1. Lot dimensions, boundary lines, area of the lot, and its legal description.
2. The locations and dimensions of buildings, structures or additions, including all overhangs, eaves and porches.
3. The yard requirements indicating distance from all property lines to the proposed buildings, structures or additions in feet.
4. The existing and proposed uses of each building, structure or addition.
5. Access and parking layout, including driveway location. Where applicable, required loading and unloading spaces should be indicated.
6. Elevations showing architectural features of each side of the existing and proposed construction.
7. Where application is made to build upon a lot nonconforming in size or dimensions (lot of record), the application shall be accompanied by a recorded deed giving description of the property as of July 23, 1965.
8. For all plans except single-family or duplex dwellings a landscape plan is required pursuant to section 12-6-4.

(b) Proof of sewer tap from Escambia County Utilities Authority.

(c) Completed current Florida Model Energy Efficiency Code Building Construction.

One (1) copy of the plans shall be returned to the applicant by the building official after he has marked such copy either as approved or disapproved and attested same by his signature on such copy. The original, similarly marked, shall be retained by the building official.

(B) Issuance of building permits. No application for a building permit shall be approved by the building official for any building, structure, or addition on any lot in violation of this chapter or not in compliance with any provisions of this chapter, unless authorized under subsection 12-12-2(A)(2), Variances.

(C) Construction and occupancy to be as provided in applications. Building permits issued on the basis of plans and applications approved by the building official authorize only the occupancy, arrangement, and construction set forth in such approval plans and applications, and no other occupancy, arrangement, or construction. Occupancy, arrangement, or construction in variance with that authorized shall be deemed a violation of this chapter, unless such change is reviewed and approved by the building official.

(D) Expiration of building permits. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time

the work is commenced; provided that, for cause, one or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed, and such extensions shall be in writing by the building official.

(E) Demolition Review.

This section shall be known and cited as the City of Pensacola's Historic Building Demolition Review Ordinance. The purpose of this section is to establish a predictable process for reviewing requests to demolish certain buildings in order to establish an appropriate ~~waiting~~ review period during which the City and the Applicant can propose and consider alternatives to the demolition of a building of historical, architectural, cultural or urban design value to the City.

(1) Definitions.

For the purposes of this section only, the following words and phrases, whether or not capitalized, shall have the following meanings:

Applicant means the person or persons filing an application for review under this Section.

Application means a Demolition Permit application for review under this Section, filed with the City's Inspection Services Division.

Application filing date means the date on which the application was filed with the City's Inspection Services Division.

Planning Board means the City's Planning Board as advisors to the City Council.

Day means any day, including Saturdays, Sundays, and holidays.

Demolition means any act of pulling down, destroying, razing, or removing a building or significant portion of a building, or the commencement of such work with the intent to complete the same. Demolition includes the act of either demolishing or removing:

- (1) 25% or more of the roof area, measured in plan view, excepting “board for board replacement” or;
- (2) 25% or more of the exterior walls of the building measured around the building, or;
- (3) Any exterior wall facing a public street.

Demolition permit means a permit issued by the Inspection Services Division authorizing the demolition of a building pursuant to an application.

Historic property means an individual building, structure, site, object or work of art including the adjacent area necessary for the proper appreciation thereof listed in the "National Register of Historic Places".

Neighborhoods means all the areas of the City.

Significant building means a building with respect to which the Planning Board has made a determination, that further examination, including the public hearing required by this Section, is warranted to determine whether a delay in demolition should be required.

(2) Buildings Subject to Review.

The following buildings are subject to review by the Planning Board for the purpose of determining whether such buildings are significant:

Any building located in the Neighborhoods of the city of Pensacola if:

- (b) Such building, or the portion thereof to which the application relates, was built prior to 1940, or
- (c) Such building is listed on the City of Pensacola’s “**Local Registry of Historic or Significant Buildings**”, or
- (d) Such building or the portion thereof to which is determined to be a **significant building** pursuant to subsection (4) 3, herein.

(3) Enforcement.

1. **Issuance of Demolition Permit.** The requirements set forth in this Section are in addition to, and not in lieu of, the requirements of any other codes, ordinances, statutes, or regulations applicable to the demolition of buildings. The Building Official shall not issue any demolition permit relating to a building that is subject to review, unless:
 - (a) The Building Official deems that demolition is necessary.
 - (b) The Building Official: (i) has received a notice issued by the Planning Board, that the building is not subject to review under this section, or is not a significant building, or (ii) has not received such notice within the time period set forth in Section (5).A; or
 - (c) The Building Official: (i) has received a notice issued by the Planning Board that no demolition delay is required; or (ii) has not received such notice within the time period set forth in Section (5).A; or
 - (d) The Building Official has received a notice issued by the Planning Board that there is no feasible alternative to demolition; or
 - (e) The demolition delay period set forth in Section (5).A has expired.
2. **Required Demolition or Repair.**
 - (a) **Demolition.** Nothing in this section shall restrict the authority of the Building Official to order the building owner, or the City, to demolish a building at any time if the Building Official determines that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.
 - (b) **Repair.** Nothing in this section shall restrict the Building Official to require the Applicant to take reasonable action to prevent the need for required demolition of a significant building, which may include securing the building and making it safe so that it does not present an imminent and substantial danger to the public.
3. **Issuance of Building, Use, or Occupancy Permit.** If the Planning Board has determined that a building is significant, per Section (2), the Building Official shall not issue any building permit for the erection of a new building on the site of such significant building before issuing a demolition permit for such significant building in compliance with this section.

(4) Procedure.

1. **Application.** An application for review under this section shall be made in the manner provided below. If the Applicant is not the owner of record of the building, the owner or owners of record shall co-sign the application.
 - a. **Time for Filing Application.** The Applicant (or building owner) is encouraged to apply for review under this section as early as possible, so that any necessary review, and any delay period required by this Section, may be completed prior to, or during, any other review to which the building or its site may be subject.

- b. **Application for Early Review.** At any time prior to filing an application for a demolition permit, the Applicant may apply for review under this Section by submitting a request in writing to the Planning Board.
 - c. **Informational evidence:** The Applicant must submit for review sufficient information to enable the Planning Board to make their determination, including a site plan showing the footprint, photos of the subject building and surrounding properties.
2. **Determination: Applicability of Review and Significance of Building.** After its receipt of an application from the Building Official, the Planning Board shall determine: (1) whether the building is subject to review under this Section, and (2) whether the building is a significant building. The Planning Board may seek the assistance of City staff or the University of West Florida's Historic Trust.

The Planning Board shall issue a notice of its determination within forty-five (45) days of the Board's initial meeting unless a longer or shorter period is specified. If the Planning Board determines that the building is significant, such notice shall:

- a. indicate that the Planning Board will hold a public hearing within the time period required by this Section; and
 - b. invite the Applicant to submit any information that the Applicant believes will assist the Planning Board in: (i) determining whether the building is subject to demolition delay according to the criteria set forth herein, and (ii) evaluating alternatives to demolition.
3. **Criteria for Determining Significance.** The Planning Board shall determine that the building to which the application relates is a significant building if:
- a. The building is historically or architecturally significant in terms of its period, style, method of building construction or use of indigenous materials; or
 - b. The building is a significant reminder of the cultural, or architectural history of the city, state or nation; or
 - c. The building is associated with a significant local, state or national event; or
 - d. The building is associated with one or more significant historic persons or events, or with the broad architectural, cultural, political, economic, or social history of the city, state or nation; or
 - e. The building is a representative example of its period, style, or method of construction; or
 - f. The building is identified with a person who significantly contributed to the development of the city, state or nation; or
 - g. The building is identified as the work of a master builder, designer or architect whose individual work has influenced the development of the city, state or nation; or
 - h. The building value is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; or
 - i. The building character is in a geographically definable area possessing a significant concentration or continuity of buildings united in past events or aesthetically by plan or physical development; or
 - j. The building character is in an established and geographically definable neighborhood united in culture, architectural style or physical plan and development.
4. **Planning Board Hearing to Determine Whether Significant Building is Subject to Demolition Delay.**
- a. **Hearing Requirement; Time for Issuance of Determination.** If the Planning Board has determined that a building is significant, the Planning Board shall hold a public hearing to determine whether the building is subject to the demolition delay required herein. At such hearing, the Planning Board also may consider alternatives to demolition. The

Planning Board shall issue its determination pursuant to such hearing within forty-five days (45) of the Public Hearing unless a shorter or longer period is specified.

- b. **Criteria for Requiring Demolition Delay.** The Planning Board shall make its determination concerning the requirement of demolition delay according to the criteria set forth herein. The Applicant is encouraged to present any information the Applicant believes will assist the Planning Board in making its determination.
 - c. **Early Determination of No Feasible Alternative.** At the hearing, the Applicant may present any information the Applicant believes will assist the Planning Board in evaluating alternatives to demolition. If, at such hearing, the Planning Board finds that demolition delay is required, and also finds that the information presented at such hearing is sufficient for the Board to issue a determination that there is no feasible alternative to demolition, the Board shall issue such determination within the time period set forth in this subsection for the issuance of the Planning Board's hearing determination.
 - d. **Hearing Notice and Procedure.** Except where otherwise specified in this Section, the conduct of any public hearing held, including public notices, hearing procedures, votes, records, and the like, shall be governed by the rules and procedures established by the Planning Board through its duly adopted regulations and by-laws.
 - e. **Notice of Determination.** Any determination issued shall specify the reasons for such determination. Such determination shall state whether or not demolition delay is required. If such demolition delay is required, and the Planning Board has not determined that there is no feasible alternative to demolition, such determination shall specify the date on which such delay period will expire.
5. **Criteria for Determination that Building is Subject to Demolition Delay.** To determine that a significant building is subject to the demolition delay, the Planning board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the Planning Board shall consider the criteria for determining significance.
6. **Demolition Delay.**
- a. **Delay Period.** If the Planning Board has issued a determination, that a significant building is subject to demolition delay, the Building Official shall not issue a demolition permit until one hundred and twenty (120) days have elapsed following the close of the public hearing. Upon expiration of the delay period, the Planning Board shall issue a notice in writing stating that such delay period has expired, and the date of such expiration, unless the Planning Board has issued a determination that there is no feasible alternative to demolition.

A demolition delay decision by the Planning Board is not transferrable to a new owner of the property. If the property is sold during the demo delay period, then the demo delay will restart at the date of closing. Once a demo delay has expired, but before a demolition permit is issued by the Building Official, and the property is sold to a new owner, the demolition delay application process begins again.

- b. **Invitation to Consider Alternatives.** If the Planning Board has determined that a significant building is subject to demolition delay, and has not determined, at the hearing that there is no feasible alternative to demolition, the Planning Board shall invite the Applicant (or the owner of record, if different from the Applicant) to participate in an investigation of alternatives to demolition. The Planning Board also may invite the participation, on an advisory basis, of City Staff, as well as any individual or representative

of any group whose participation the Applicant (or owner) requests, to assist in considering alternatives.

7. **Evaluation of Alternatives to Demolition.** In evaluating alternatives to demolition per this Section, the Planning Board may consider such possibilities as: the incorporation of the building into the future development of the site; the adaptive re-use of the building; the use of financial or tax incentives for the rehabilitation of the building; the removal of the building and relocation to another site; and, with the owner's consent, the search for a new owner willing to purchase the building and preserve, restore, or rehabilitate it.
In evaluating alternatives to demolition of a structure, the Planning Board shall consider, and shall invite the Applicant to present, the following information:
 - (a) The cost of stabilizing, repairing, rehabilitating, or re-using the building;
 - (b) A schematic, conceptual design drawing; attestation of regulatory compliance with the Northwest Florida Storm Water Management Regulations as well as compliance with the City of Pensacola Tree Ordinance;
 - (c) Any conditions the Applicant proposes to accept for the redevelopment of the site that would mitigate the loss of the building; and
 - (d) The availability of other sites for the Applicant's intended purpose or use.
8. **Determination of No Feasible Alternative.** If, based on its evaluation of alternatives to demolition, the Planning Board is satisfied that there is no feasible alternative to demolition, the Planning Board may issue a determination prior to the expiration of the delay period, authorizing the building official to issue a demolition permit.
9. **Notice.** Any determination or notice issued by the Planning Board or its staff shall be transmitted in writing to the Applicant, with copies to the building official and, where applicable, to any individual or group that the Planning Board has invited to participate in an exploration of alternatives to demolition.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00362

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

Public Hearing -- Amendment to the Land Development Code - Section 12-2-10 - Historic & Preservation Land Use District, (A)(4) Procedure for review

RECOMMENDATION:

That City Council conduct the first of two Public Hearings on January 12, 2017, proposing an amendment to the Land Development Code, Section 12-2-10 - Historic & Preservation Land Use District, (A)(4) Procedure for review, by adding subsection (f) allowing for Conceptual review and approval.

AGENDA: Regular

HEARING REQUIRED: Public

SUMMARY:

The Architectural Review Board (ARB), at its September 15, 2016, meeting approved for submission to the City Council an amendment to Section 12-2-10, Historic & Preservation Land Use District. (A)(4) Procedure for review by adding subsection (f) allowing for Conceptual review and approval.

The conceptual review step in the review process provides an opportunity for the ARB to review and comment on a project's concept or theme when it is still in the early stages of development before the applicant has committed to and invested in a design. At conceptual review, the ARB considers only broad issues such as site planning, general architectural style, the project's relationship to its site and the surrounding neighborhood, along with storm water site plan capacity compliance. This allows the applicant and the ARB the opportunity to informally discuss a project that will be subsequently submitted. Applicants are encouraged to bring sketches and/or conceptual drawings, including schematic sections and three-dimensional renderings, as well as completed site studies that address various aspects of site design (e.g. general massing of buildings, grading, access, landscaping concepts).

The ARB has approved for submission the following language:

(f) Conceptual approval is permitted by the Board only when the applicant specifies on their application that is the approval they are seeking. Conceptual approval applications shall be complete with the exception of final

details such as material and color selections. Conceptual approval by the Board does not permit the issuance of a building permit.

PRIOR ACTION:

ARB Meeting September 15, 2016

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 9-15-16 ARB Minutes (003)
- 2) Proposed Language to 12-2-10(A)(4)(f)

PRESENTATION: No

PLANNING SERVICES

Architectural Review Board

MINUTES OF THE ARCHITECTURAL REVIEW BOARD

September 15, 2016

MEMBERS PRESENT: Chairman Ben Townes, Michael Crawford, Susan Campbell Hatler, Carter Quina, George Mead, Ray Jones

MEMBERS ABSENT: Nina Campbell

STAFF PRESENT: Brandi Deese, Leslie Statler, Karen Lefebvre, Ross Pristera, Advisor

OTHERS PRESENT: Phillip Turner, Julie Sheppard, Matt Lopez, Stanley McGill, Nora Bailey, Melissa Reid, David Ebbert, Michelle MacNeil, Nick Ortiz, Dean Dalrymple, Bill Holman, Tom Bailey

CALL TO ORDER / QUORUM PRESENT

Chairman Ben Townes called the Architectural Review Board meeting to order at 2:03 p.m. with a quorum present. He instructed the audience on the functions of the Board, and that all decisions made by the Board are subject to review by the City Council.

There were no add-on items.

APPROVAL OF MINUTES

Mr. Jones made a motion to approve the August 18, 2016 minutes, seconded by Mr. Crawford, and the motion carried unanimously.

NEW BUSINESS

Item 1

420 E. Romana St.

**Pensacola Historic District
HC-1/Brick District**

Non-Contributing Structure

Action Taken: Approved.

Ms. Julie Sheppard, on behalf of IHMC, is requesting a variance of 90 square feet of additional sign area for the new facility recently constructed on Romana Street. The Pensacola Historic District limits the square footage for signage to 12 square feet, which is somewhat of a hindrance for a building of this scale. This signage was recently approved through an abbreviated review for aesthetics, but does require the approval of this Board for the additional square footage requested.

Julie Sheppard stated they were successful in working with the county to obtain a grant for a new building, with a million dollar gift to continue the project. She advised all personnel would be consolidated on this property. She stated at completion, the building would be 33,000 sq. ft., and the view of the sign would be the Garden and Alcaniz Street corridor. She advised the signage would only total three percent of the face of the building. Ms. Deese stated the sign had already received aesthetic approval. Tom Paux with Brix Design indicated the sign would have polyurethane high density letters, painted with exterior latex enamel; he offered that polyurethane materials were stronger and lasted longer. Ms. Sheppard stated they spoke to neighbors with the most impacted view to make sure there were no objections. Mr. Quina pointed out the most impacted view would be from within the campus. Ms. Deese clarified that

the sign materials had been approved through an abbreviated review.

Ms. Hatler made a motion to approve, seconded by Mr. Mead, and it carried unanimously with Mr. Quina abstaining.

To accommodate the client and with no objections, 571 E. Romana Street was moved forward.

Old Business, Item 1

571 E. Romana St.

Pensacola Historic District

New Construction

HR-2/Aragon

Action Taken: Approved as submitted.

Mr. Carter Quina is requesting the Board consider an amendment to the recently approved project at 571 E. Romana Street to include a change of materials for the windows. This project received approval during the August meeting with the exception of the windows. This amendment was submitted as an abbreviated review on August 31, 2016 and was referred to the full Board for review. The applicant is requesting Jeld-Wen Premium Atlantic Vinyl Windows on non-primary facades and in the Guest House. The front facing façade on Romana Street is proposed to be Jeld-Wen Clad Wood Windows.

Bill Holman represented Tom and Nora Bailey. Mr. Crawford pointed out that vinyl windows were not permitted in this part of Aragon, with the southern portion following the historic guidelines. This application presented the opportunity for the Board to consider using vinyl windows in some limited way in HR-2, approving the solid vinyl windows on the sides and rear of the structure. Chairman Townes asked if a motion could be made that this approval only applies to houses in Aragon. Ms. Deese clarified that the Code does not specify you cannot have vinyl windows but leaves the decision to interpretation; the Board must consider if the new construction is historic design, then consider materials. Ms. Hatler suggested the Craftsman style allowed for more affordability. Mr. Holman indicated there was a \$20,000 difference between the wood and vinyl material costs. Ms. Bailey advised that wood windows were a serious upkeep with time and expense.

Mr. Mead made a motion to find a hardship for variance approval to be found based upon the potential impact of the excess cost of the wood window alternative, and approve vinyl on the sides and back with the conforming wood clad on the front. Specifically, that the hardship has to do with the impact of that cost in regard to the finance terms and your personal contribution to those finances in terms of the down payment. Ms. Hatler seconded the motion. Mr. Mead amended his motion stating that it meets the requirement given the current state of design, maintaining the ancient appearance since the sides and backs will not be prominent, and they are consistent with the overall profile of historic windows. Ms. Deese clarified that this was not a variance request but a variation in the Code. Chairman Townes pointed out at the last ARB meeting that the AARB would weigh in on this decision. Mr. Crawford indicated he had discussed this with Ms. MacNeil, and it was not that Aragon's rules were more strict, but only that the historic district wanted to have the ruling for wood windows in this portion of Aragon. **Ms. Hatler withdrew her second and the motion failed. Mr. Crawford made a motion to approve as submitted with solid vinyl windows on the sides and rear and vinyl or other clad on the front. Ms. Hatler seconded the motion, and it carried unanimously with Mr. Quina abstaining.**

Item 2

100 Blk S. 9th Ave.

Pensacola Historic District

New Construction

HC-1/Brick District

Action Taken: Denied.

Mr. Paul Ritz, Bullock Tice Associates, is requesting approval for the development of a two-story complex in Privateer's Alley that will include retail use, restaurant and condominium units. This development will wrap the corner of East Romana and South 9th Avenue with a primary façade that includes a synthetic stucco system. The proposed windows and doors are Jeld-Wen Custom Clad Wood and the roofing system is proposed as standing seam metal. This development includes a breezeway with a translucent roof system, overhead door at the craft bar, decorative railing and woodland concrete pavers with defined wood grain finish. Ms. Deese furnished information regarding the conceptual approval granted in August 2015.

Mr. Ritz stated the structure would be 6' above the sidewalk, with first floor retail and likely an alcohol sale establishment on the north side. South of this would be Craft Beer Bar, with the southern portion being the wine bar. Condominium units would comprise the second floor. The units would have covered parking in the rear, with storage

lockers. He indicated they were trying to keep to the intent of the original architects. He stated the major aesthetic change from the conceptual approval was the roof over the alleyway between the two building components which created the most optimum conditions for outdoor customers.

Mr. Quina questioned the 6' rise needing a ramp. Mr. Ritz stated the ramp would be located on Romana Street which was in the original design. Mr. Quina also asked about the horizontal windows not being store front style. Mr. Ritz stated the tenant for that location wanted store shelving along the wall, so the windows were located higher. Mr. Crawford addressed brackets on the second floor; Mr. Ritz stated they were column caps, and the columns were not illustrated in the drawings. He explained the utilities would be under the building.

Chairman Townes asked if the Board was considering conceptual or final approval, and Mr. Ritz stated it was final approval. Chairman Townes explained on new construction, the Board needed to see door and window details, wall sections, and surface materials on the underside of balconies. He suggested the package was incomplete for final approval. Mrs. Hatler wanted to see stucco and roof samples and colors. Mr. Jones questioned the signage, and Mr. Ritz explained the tenants would return to the Board at a later date with a signage request.

Mr. Quina asked about dumpsters, and it was explained their location would be under the building.

After further discussion on parking lights, light pollution, windows and roof elevation details, **Mr. Mead made a motion to table for a presentation with more details.** It was determined the timeframe would support tabling, but if there was no quorum, the project would be approved. It was explained if the proposal was denied, the applicant would submit a new application with no additional fees. Mr. Crawford felt the project was too big to table, and **Mr. Mead withdrew his motion.** He stated with concurrence of the City Attorney, whatever the applicant applies for is what the Board considers; he pointed out the applicant applied for final approval. **Mr. Crawford then made a motion to deny the application, seconded by Mr. Mead.**

Mrs. Michelle MacNeil appeared before the Board and explained this was the first building in Aragon which has not gone through the ARB. Her firm furnished the genetic design but was not part of the project at the present time. She agreed the project needed more details on the columns, the façade, the ramp, placement of horizontal windows and colors. In the original concept, the three buildings would have different types and styles of guardrails and columns.

Having heard the comments, Mr. Ritz indicated they had a checklist for specific items to be addressed and looked forward to revising the presentation to the Board. With no other speakers, **the motion then carried unanimously.**

Item 3

823 E. Jackson St.

Old East Hill Preservation District
OEHC-1

Non-contributing Structure

Action Taken: Denied. Paint and one for one wood repair approved.

Mr. Nick Ortiz is requesting approval to construct a modular accessible handicap ramp, add porch railing and paint at his Law Office at 823 E. Jackson Street. The 58 foot ramp will be constructed of wood with railing to match the proposed porch railing and will have a 5 x 5 platform. The ramp and porch railings will be painted white. The existing trim on the structure is a reddish color, and the applicant would like to repaint the trim with Sherwin Williams "Jay Blue."

Mr. Pristera pointed out the structure was built in 1903 and should be contributing. Mr. Quina stated the package did not have a site plan, and the more recent ramps which were approved used more resistant materials which are stronger and disappear within the landscaping. He pointed out the Code did not require this house to have railing, and it could remain without the rails.

Mr. Mead asked if they had looked into a lift which might be more convenient. Mr. Ortiz stated the clients would park in the rear and access the ramp up to the stoop. Chairman Townes asked about a Code compliant handicap parking space, and it was determined there was none since they have no designated parking. He offered the Board was there to help and recommended that he get a design professional to make sure he is in compliance with the Building Code.

Mr. Crawford made a motion to deny, seconded by Mr. Mead. Chairman Townes emphasized the Board needed a site plan with details. **The motion then carried unanimously.** Mr. Ortiz asked about the paint, and **Mr. Quina made a motion to approve the "Jay Blue" paint for sashes and door frames, with one for one board repair, seconded by Mr. Mead, and it carried unanimously.**

Melissa Reid with Premier Engineering Group advised they could accommodate the time delays through their programming. They also have plans for the north and south elevations. They will replace the custom pedestals on the outside to match the original. Acrylic globe fixture samples were provided to the Board. David Ebbert explained the

event programming aspects which can be controlled by the owner. After further discussion, **Ms. Hatler made a motion to approve, seconded by Mr. Jones.** Mr. Jones mentioned other businesses using this same concept, and Ms. Deese stated that if the project was within the historic district, the Board would review it as it is an exterior modification. **The motion then carried unanimously with Mr. Quina abstaining.**

DISCUSSION:

LDC Section 12-13-3/12-2-10/12-2-22 –

During the August 18, 2016 meeting, staff presented draft language for potential amendments to the Land Development Code as directed by the Board. The Board at that time decided to spend the next month reviewing the draft language options. Staff added this item to the agenda for discussion with the possibility of a recommendation to City Council.

Sec. 12-13-3. – Architectural review board.

The Board approved **Option 1 (Timeframe for Decision) – (G) Review and decision.** The Board shall promptly review such plans and shall render its decision ~~on or before thirty-one (31) days from the date that plans are submitted, to the board for review-~~ **in a reasonable time.** **Any agenda item may be continued at the discretion of the Board.**

Under **Conceptual Approval (Code Language)** the Board approved **Sec. 12-13-3. Architectural Review Board, E. Duties., e. Governmental Center District. Refer to section 12-2-22.**

It shall be the duty of the board to approve or disapprove plans for buildings to be erected, renovated or razed which are located, or are to be located, within the historical district or districts and to preserve the historical integrity and ancient appearance within any and all historical districts established by the governing body of the city, including the authority to grant variances, under the conditions and safeguards provided in subsection 12-12-2(A)(2), from the zoning ordinances of the city applicable in the Pensacola Historic District, the North Hill Preservation District, the Old East Hill Preservation District, the Palafox Historic Business District, **and the Governmental Center District.** **The Board must approve or disapprove plans based on the applicant's request listed on their application, be it conceptual approval or final approval.**

Under **12-2-10 – Historic & Preservation Land Use District. (A),(4) Procedure for review,** the Board approved the addition of

(f) Conceptual approval is permitted by the Board only when the applicant specifies on their application that is the approval they are seeking. Conceptual approval applications shall be complete with the exception of final details such as material and color selections. Conceptual approval by the Board does not permit the issuance of a building permit.

After discussion regarding proper notification, staff's ability to review materials before the Board meeting, and the purpose of add-on items, the Board decided not to permit add on agenda items.

Under **Governmental Center District** the Board approved **Option 1** with the most stringent requirements.
Sec. 12-2-22. - Governmental center district.

(B) Procedure for review of plans.

- (1) Submission of plans. Every application for a building permit to erect, **raze**, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas,

signs, lights, awnings, canopies, screening and other appurtenances. Such plans shall be promptly forwarded by the building official to the Architectural Review Board. The building official or his designee shall serve as secretary to the board.

- (2) Review and approval by the architectural review board. All such plans shall be subject to review and approval by the Architectural Review Board as established in section 12-13-3 and in accordance with the provisions of section 12-2-10(A)(4)(a) through (c), applicable to the historic zoning districts. **In addition, to section 12-2-10 (A) (9) demolition of contributing structures applies when the request involves a contributing structure.** The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, provided, however such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.

It was explained that demolition for a non-contributing structure would come to the ARB without the application of the standards in Section (9); the structure would be demolished yes or no, but staff would clarify "contributing structures." Ms. Deese advised the Board's decisions would be moved forward to the Council Executive for consideration.

ADJOURNMENT – With no further business, the meeting adjourned at 5:07 pm.

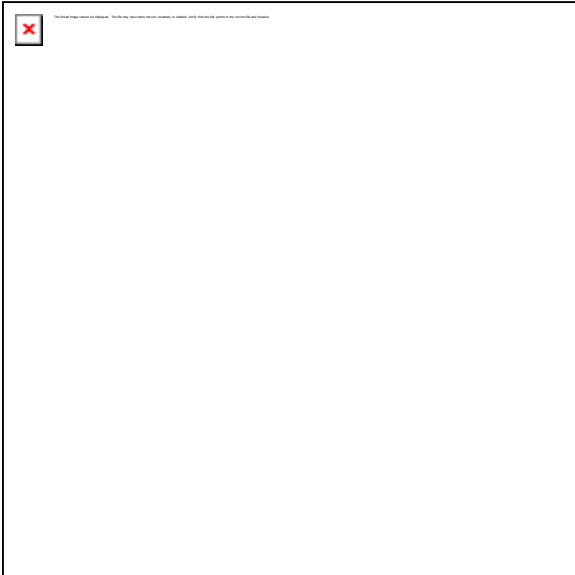
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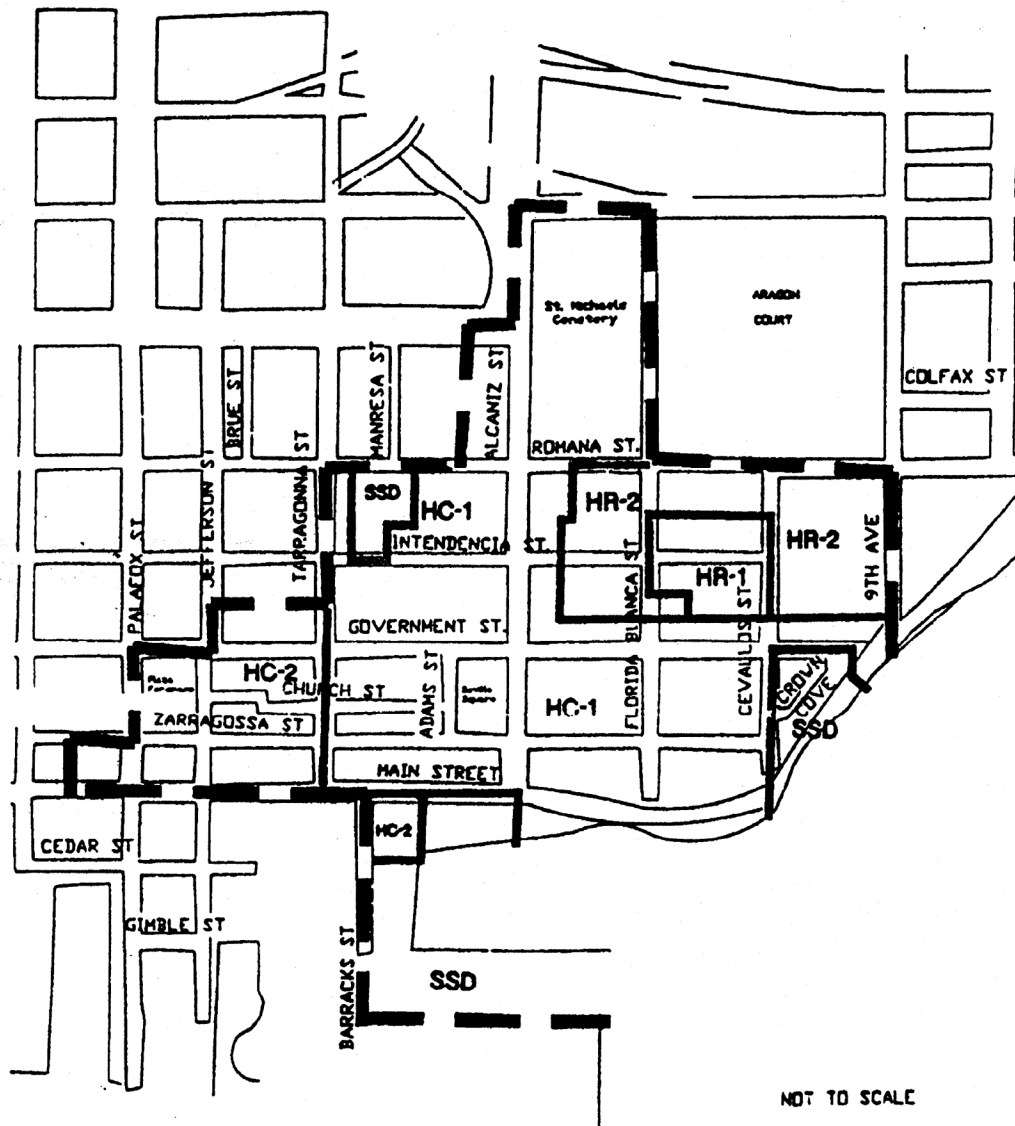
A handwritten signature in blue ink, appearing to read 'Brandi C. Deese', is written over a horizontal line.

Brandi C. Deese
Secretary to the Board

Sec. 12-2-10. - Historic and preservation land use district.

The regulations in this section shall be applicable to the Pensacola Historic District, the North Hill Preservation District and the Old East Hill Preservation District: HR-1, HR-2, HC-1, HC-2, PR-1AAA, PR-2, PC-1, OEHR-2, OEHC-1, OEHC-2 and OEHC-3.





(A) Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.

- (1) *Purpose.* The historic zoning districts are established to preserve the development pattern and distinctive architectural character of the district through the restoration of existing buildings and construction of compatible new buildings. The official listing of the Pensacola Historic District (which includes all areas designated as historic zoning districts) on the National Register of Historic Places and the authority of the architectural review board reinforce this special character. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts.
- (2) *Character of the district.* The Historic District is characterized by lots with narrow street frontage (based on the original British city plan, c. 1765), and the concentration of Frame Vernacular, Folk

Victorian and Creole homes which date from the early 19th Century and form a consistent architectural edge along the street grid. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

(3) *Uses permitted.*

(a) HR-1, one- and two-family.

1. Single-family and two-family (duplex) dwellings.
2. Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.
3. Churches, Sunday school buildings and parish houses.
4. Home occupations allowing: Not more than sixty (60) percent of the floor area of the total buildings on the lot to be used for a home occupation; Retail sales shall be allowed, limited to uses listed as conditional uses in subsection (b)6., below; Two (2) nonfamily members shall be allowed as employees in the home occupation; and a sign for the business not to exceed three (3) square feet shall be allowed.
5. Publicly owned or operated parks and playgrounds.
6. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a five-hundred-foot radius.
7. Bed and breakfast subject to regulations in section 12-2-55.
8. Conditional uses permitted:
 - a. Single-family attached dwellings (townhouses).
 - b. Multiple-family dwellings.
9. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot and not involving the conduct of business.
10. Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.

(b) HR-2, multiple family and office.

1. Any use permitted in the HR-1 district, including conditional uses.
2. Boarding and lodging houses.
3. Offices under five thousand (5,000) square feet.
4. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with seven (7) to fourteen (14) residents providing that it is not to be located within one thousand two hundred (1,200) feet of another such home in a multifamily district, and that the home is not within five hundred (500) feet of a single-family zoning district. If it is proposed to be within one thousand two hundred (1,200) feet of another such home in a multifamily district, measured from property line to property line, and/or within five hundred (500) feet of a single-family zoning district, measured from property line to district line, it shall be permitted with city council approval after public notification of property owners in a five-hundred-foot radius.

5. Childcare facilities subject to regulations in section 12-2-58.
 6. Conditional use permitted:
The following uses limited to a maximum area of 3,000 square feet:
 - a. Antique shops.
 - b. Bakeries whose products are sold at retail and only on the premises.
 - c. Grocery stores.
 - d. Barbershops and beauty parlors.
 - e. Laundromats, including dry-cleaning pick-up stations.
 - f. Clothing and fabric shops.
 - g. Studios.
 - h. Vending machines when an accessory to a business establishment and located in the same building as the business.
 - i. Small appliance repair shops.
 - j. Floral gardens and shops.
 - k. Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.
 - l. Secondhand stores.
 - m. Specialty shops.
 7. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.
- (c) HC-1, historical commercial district:
1. Any use permitted in the HR-2 district, including the conditional uses, with no size limitations.
 2. Small appliance repair shops.
 3. Marinas.
 4. Restaurants (except drive-ins).
 5. Motels.
 6. Commercial parking lots.
 7. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.
- (d) HC-2, historical commercial district:
1. Any use permitted in the HR-1 district.
 2. Private clubs and lodges except those operated as commercial enterprises.
 3. Health clubs, spas and exercise centers.
 4. Tavern, lounges, nightclubs, cocktail bars.
 5. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

6. Adult entertainment establishments subject to the requirements of Chapter 7-3 of this Code when located within the dense business area as defined in Chapter 12-14, Definitions.

(4) *Procedure for review.*

- (a) Review and approval by the architectural review board: All activities regulated by this subsection shall be subject to review and approval by the architectural review board as established in section 12-13-3. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.

(b) Decisions.

1. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "Pensacola Historic District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter and Chapter 7-13.
 2. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:
 - a. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.
 - b. In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.
 3. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the Historic Pensacola Preservation Board) in its original style, dimensions or position on its original structural foundation.
- (c) Plan submission: Every activity which requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the historic zoning districts shall be accompanied with drawings or sketches. All drawings

must be drawn to scale and be legible. The minimum size scale for site plans is 1" = 30'0"; the minimum scale for floor plans is 1/8" = 1'0"; and the minimum scale for exterior elevations is 1/8" = 1'0". The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.

1. Site plan:

- a. Indicate overall property dimensions and building size and location on the property.
- b. Indicate relationship of adjacent buildings, if any.
- c. Indicate layout of all driveways and parking on the site.
- d. Indicate all fences, and signs with dimensions as required to show exact locations.
- e. Indicate existing trees and existing and new landscaping.

2. Floor plan:

- a. Indicate locations and sizes of all exterior doors and windows.
- b. Indicate all porches, steps, ramps and handrails.
- c. For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.

3. Exterior elevations:

- a. Indicate all four (4) elevations of the exterior of the building.
- b. Indicate the relationship of this project to adjacent structures, if any.
- c. Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.
- d. Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.
- e. Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.
- f. Indicate all porches, steps, and ramps, including type of materials, dimensions, architectural elements and color.
- g. Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.
- h. Indicate roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.
- i. Indicate all signs, whether they are built mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.

4. Miscellaneous:

- a. Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.

(d) Submission of photographs.

1. Renovations/additions to existing buildings:

- a. Provide at least four (4) overall photographs per building so that all sides are clearly shown. In addition, photographs depicting the "streetscape" — that is, the immediate vicinity and all adjacent buildings — should be supplied.
 - b. If doors and/or windows are to be modified, provide a photograph of each door to be changed and at least one representative photograph of the type of window to be altered and replaced.
 - c. Provide any additional photographs as required to show specific details of any site or building conditions that will be altered or modified in any way by the proposed construction.
 - 2. New construction:
 - a. Provide photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.
 - b. Provide photographs of the adjoining "streetscape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.
 - (e) Submission of descriptive product literature/brochures:
 - 1. Provide samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.
 - 2. Provide descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.
 - 3. Provide samples or descriptive literature on roofing material and trip to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.
 - 4. Provide samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.
 - (f) Conceptual approval is permitted by the Board only when the applicant specifies on their application that is the approval they are seeking. Conceptual approval applications shall be complete with the exception of final details such as material and color selections. Conceptual approval by the Board does not permit the issuance of a building permit.
- (5) *Regulations and guidelines for any development within the historic zoning districts.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the Historic District which requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in paragraphs (6) through (8) below. Illustrations, photographs and descriptive examples of many of the design elements described in this subsection can be found in the document prepared by the Florida Northwest Chapter of the American Institute of Architects entitled "Seville Historic District Guideline Study."
- (a) Building height limit. No building shall exceed the following height limit established by zone: HR-1 (one- and two-family), HR-2 (multiple-family), HC-1 (historic commercial), HC-2 (historic commercial)—thirty-five (35) feet.

1. Bayfront Parkway setback/height requirement. The following height/setback requirement shall be observed along Bayfront Parkway between Tarragona Street and 9th Avenue (Setback distance measured from northern right-of-way line) to create a scenic open space image along the parkway.

Building height	Building setback
20 feet	20 feet
25 feet	25 feet
30 feet	30 feet
35 feet (Maximum height)	35 feet

- (b) Protection of trees. It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the historic zoning districts and to ensure the preservation of such trees as described below:

1. Any of the following "specimen tree" species having a minimum trunk diameter of eight (8) inches (twenty-five and one-tenths (25.1) inches in circumference) at a height of one (1) foot above grade: Live Oak, Water Oak, Pecan, and Magnolia having a minimum trunk diameter of six (6) inches (eighteen and eight-tenths (18.8) inches in circumference) at a height of one (1) foot above grade, and;
2. Any of the following flowering trees with a minimum trunk diameter of four (4) inches (twelve and fifty-five one hundredths (12.55) inches in circumference) at a height of one (1) foot above grade: Redbud, Dogwood, and Crape Myrtle.

No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the district, without first having obtained a permit from the department of leisure services to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

- (c) Fences. The majority of original fences in the Historic District were constructed of wood with a paint finish in many varying ornamental designs. To a lesser extent, fences may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property.

All developments in the historic zoning districts shall comply with fence regulations as established in section 12-2-40(A) through (D), applicable to maximum heights permitted. In addition, the following provisions apply:

1. Chain-link, concrete block and barbed-wire are prohibited fence materials in the Historic District. Approved materials will include but not necessarily be limited to wood, brick, stone and wrought iron.
2. All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of "picket" designs, especially a

design which will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings which use masonry materials in their construction.

- (d) Signs. Those few signs that may have originally been used in the Historic District, including those which were used in the commercial areas, were typically smaller in scale than many signs in current use. Ordinarily, their style was complementary to the style of the building on the property. The support structure and trim work on a sign was typically ornamental, as well as functional.

Refer to sections 12-4-2 and 12-4-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-4-7 are prohibited within the Historic District. The design, color scheme and materials of all signs shall be subject to approval by the architectural review board. All official signs within the District will be authorized, created, erected and maintained by the city of Pensacola or the Historic Pensacola Preservation Board using as their guide the document entitled "A Uniform System for Official Signs in the Seville Square Historical District." This document also includes recommendations for and descriptive drawings of commercial signs appropriate to the district.

1. Permitted signs.

a. Temporary accessory signs.

- One (1) non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding six (6) square feet in area.
- One (1) non-illuminated sign not more than fifty (50) square feet in area in connection with new construction work and displayed only during such time as the actual construction work is in progress.

b. Permanent accessory signs.

- One (1) sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including retail and office buildings) or historic sites serving as identification and/or bulletin boards not to exceed twelve (12) square feet in area and having a maximum height of eight (8) feet, provided, however that signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet six (6) inches above the public property and shall not exceed a height of twelve (12) feet six (6) inches. The sign may be mounted to the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. Attached or wall signs may be placed on the front or one (1) side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.
- One (1) non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three (3) square feet and shall be attached flat against the wall of the building.
- Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

2. Prohibited signs.

- a. Any sign using plastic materials for lettering or background.
- b. Internally illuminated signs.
- c. Portable signs.

- d. Nonaccessory signs.
- (e) Screening. The following uses must be screened from adjoining property and from public view with fencing and/or landscaping or a combination of the two (2) approved by the board:
 - 1. Parking lots.
 - 2. Dumpsters or trash handling areas.
 - 3. Service entrances or utility facilities.
 - 4. Loading docks or spaces.
- (f) Landscaping. Within the original Historic District development, the majority of each site not covered by a building was typically planted in trees, shrubbery or ground cover. No formal landscape style has been found to predominate in the district. The following regulations apply for landscaping:
 - 1. Within the front yard setback the use of grass, ground cover or shrubs is required and trees are encouraged in all areas not covered by a drive or walkway.
 - 2. The use of brick or concrete pavers set on sand may be allowed in the front yard in addition to drives or walkways, with board approval based on the need and suitability of such pavement.
- (g) Driveways, sidewalks and off-street parking. Original driveways in the Historic District were probably unimproved or sidewalks were typically constructed of brick, cobblestones or small concrete pavers using two different colors laid at diagonals in an alternating fashion. Parking lots were not a common facility in the Historic District. The following regulations and guidelines apply to driveways, sidewalks and parking lots in the Historic District:
 - 1. Driveways. Unless otherwise approved by the board, each building site shall be allowed one driveway, standard concrete ribbons, or access drive to a parking lot. No new driveways or access drives to parking lots may be permitted directly from Bayfront Parkway to any development where alternative access from the inland street grid is available.
 - a. Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is required.
 - b. From the street pavement edge to the building setback the only materials allowed shall be shell, brick, concrete pavers, colored asphalt and approved stamped concrete or #57 granite or marble chips.
 - 2. Sidewalks. Construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of the following materials or combination of materials and approved by the board:
 - a. Brick pavers;
 - b. Concrete pavers;
 - c. Poured concrete stamped with an ornamental pattern and colored with a coloring agent;
 - d. A combination of concrete with brick or concrete paver bands along the edges of the sidewalk. This combination may also include transverse brick or concrete paver bands spaced at regular intervals.

Walkways shall be provided from the street side sidewalk to the front entrance as approved by the board.

3. Off-street parking. Off-street parking is not required in the HC-1 and HC-2 zoning districts. Because parking lots have not been a common land use in the district, their location is encouraged behind the structures which they serve.
 - a. Parking lots shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board.
 - b. Materials for parking lots shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite or marble chips. Where asphalt or concrete are used, the use of a coloring agent is required. The use of acceptable stamped patterns on poured concrete is also encouraged.
 - (h) Paint colors. The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the Historic District. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.
 - (i) Residential accessory structures. Residential accessory structures shall comply with regulations set forth in section 12-2-31 except that the following shall apply: Accessory structures shall not exceed one story in height for a maximum in height of twenty-five (25) feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.
 - (j) Additional regulations. In addition to the regulations established above in subsections 12-2-10(A)(5)(a) through (i), any permitted use within the Historic District where alcoholic beverages are ordinarily sold is subject to the requirements of Chapter 7-4 of this Code.
- (6) *Restoration, rehabilitation, alterations or additions to existing contributing structures in the Historic District.* The document entitled "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," published by the United States Department of Interior in 1983, shall form the basis for rehabilitation of existing contributing structures. The following regulations and guidelines for specific building elements are intended to further refine some of the general recommendations found in the Department of Interior's document to reflect local conditions in the rehabilitation of structures. In the case of a conflict between the Department of Interior's publication and the regulations set forth herein, the more restrictive shall apply. The "Seville Historic District Guideline Study" describes the building styles that are typical in the Historic District. This definition of styles should be consulted to insure that the proper elements are used in combination in lieu of combining elements that, although they may be typical to the district, are not appropriate for use together on the same building.

For all of the following elements, the documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc. shall be approved only if circumstances unique to each project are found to warrant such variances. The following regulations and guidelines shall apply to renovations, repairs and alterations to contributing structures which may or may not have documentary proof of the original elements and to alterations or additions to a contributing structure which seek to reflect the original elements.

- (a) Exterior lighting. Exterior lighting in the district in its original development typically consisted of post mounted street lights and building mounted lights adjacent to entryways. Occasionally, post lights were used adjacent to the entry sidewalks to buildings. Lamps were typically ornamental in design with glass lenses and were mounted on ornamental cast iron or wooden posts.
 1. Exterior lighting fixtures shall be in a design typical to the district in a pre-1925 Era. They shall be constructed of brass, copper, or painted steel and have clear lenses.

2. If exterior lighting is detached from the building, the fixtures shall be post mounted and used adjacent to sidewalk or driveway entrances or around parking lots. If post mounted lights are used, they shall not exceed twelve (12) feet in height.
 3. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.
 4. The use of pole mounted high pressure sodium utility/security lights is discouraged. If absolutely necessary, they will be considered, but only in the rear portions of the property.
- (b) Exterior walls. The two (2) building materials basic to the Historic District are clapboard style wood siding and brick masonry, the former being most prevalent. In general, the wood siding is associated with the residential-type buildings and the brick masonry is associated with more commercially-oriented buildings. Brick is used in predominantly wooden structures only for foundation piers and for fireplaces and chimneys.
1. Vinyl or metal siding is prohibited.
 2. Wood siding and trim shall be finished with paint, utilizing colors approved by the board. If documentary evidence is submitted showing that the original structure was unpainted, the board may not require a paint finish unless the condition of the wood warrants its use.
 3. Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If infill between piers was original then it must be duplicated. It is encouraged that infill of wood lattice panels is utilized.
- (c) Roofs. The gable roof is the most typical in the Historic District. On shotgun house types or buildings placed on narrow deep lots the gable-end is usually oriented toward the street. On the creole type houses or buildings having larger street frontages the gable-end is typically oriented towards the side yard. Some hip roofs are found in newer, typically larger than average buildings. Dormers are found typically in association with the creole type houses. The roof slope is at least six (6) on twelve (12), but can be found to slope as much as twelve (12) on twelve (12). Roofing materials typically consisted of wood shingles, tin and corrugated metal panels.
1. The combination of varying roof styles or shapes on a single building is prohibited. The only exception to this is when a three-sided hip roof is used over a porch on the front of a gable roofed building.
 2. In order to protect the architectural integrity of the district and structure, roof materials original to each structure should be used. Alternatives to the materials may be considered on a case-by-case basis, but shall match the scale, texture, and coloration of the historic roofing material. Unless original to the structure, the following materials shall be prohibited: less than thirty (30) year fiberglass or asphalt dimensional shingles, rolled roofing, and metal shingles. Thirty (30) year or forty (40) year dimensional shingles may be permitted. Provided, however, existing flat-roofed commercial structures may retain the same style roof and continue to use built-up or single-ply roofing.
 3. Eave metal and flashing shall be naturally weathered copper or galvanized steel, or may be painted.
 4. Gutters and downspouts are discouraged within the district except on brick commercial buildings.
- (d) Porches. The porch, consisting of raised floor platform, sheltering roof, supporting columns, handrails and balustrade, and connecting steps is typical to wood structures in the district.

1. Porches are required in any renovation or alteration of a contributing structure which originally had a porch, and are encouraged as additions when the style of the building will allow it.
 2. The original materials, method of construction and style of building elements shall be duplicated when making repairs, alterations or additions to existing porches.
 3. The size and design of all porch elements, i.e., the flooring, the columns, the handrails, the pickets, the roof beam, the floor support piers, and any other ornamentation shall be consistent with any one single style that is typical to the district. The elements shall maintain proper historical scale, dimensions and detailing.
- (e) Doors. Entrance doors made up of a solid wood frame, with an infill of raised wood panels below and glazed panels above, are historically correct for the district. Single doorways with a glazed transom above allowed for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors were usually associated with a larger home or building layout.

The placement of the doorway was not necessarily in the center of the front wall; in fact it was usually off to one side in most cases, specifically in the shotgun house types. The larger creole cottage, and french creole house type, normally had the front door centered, leading to a center hallway or stair hall.

1. Doors are to be fabricated of solid wood, with three (3) horizontal rails and two (2) vertical stiles. The lower infill panels shall be constructed of wood and shall be located below the locking device with glazed panels located above the locking device. The top of the upper glazed panels can be semi-circular/half rounded. Beveled glass is encouraged.
 2. Panel infill may vary slightly from that noted in Item a. above, but usually shall not exceed six (6) panels. Variations must be approved by the architectural review board.
 3. Trim or casing shall be used on all doors and sidelights and shall typically range in width between 5" and 8".
- (f) Windows. Traditionally the windows employed in the Seville Historic District were constructed of wood and were the double hung or triple hung type. The windows opening toward the front porch of the building usually were triple hung with the sill close to or almost flush with the adjacent floors. This allowed for optimum flow of air, and for passage to and from the exterior space. The other windows of the building had the normal placement of the window sill at approximately thirty (30) inches above finished floor. Typical windows ranged in width from thirty-two (32) to thirty-six (36) inches and ranged in height from six (6) to seven (7) feet exclusive of trim dimensions. The taller windows, when double hung, frequently had the lower section greater in vertical dimension than the upper section, giving freer movement through to the adjacent porch or veranda.
1. Windows are to be fabricated of wood and must, in the judgement of the architectural review board, closely approximate the scale and configuration of the original window designs.
 2. The window proportions/dimensions will be decidedly vertical, following the historic appearance and character of those encountered throughout the district.
 3. Window sections shall typically be divided into two (2) to six (6) panes, and in the usual double hung window, the layout of window panes will be six (6) over six (6). All windows shall have true divided lites. Any variation to this division of the window opening shall be approved by the architectural review board.
 4. The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.

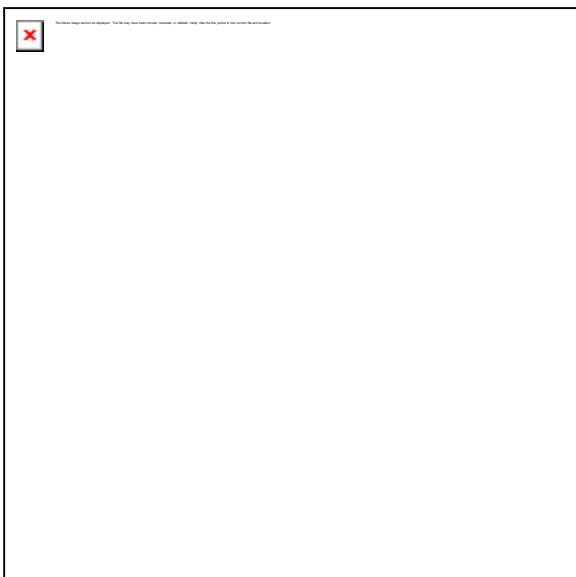
5. Window trim or casing is to be a nominal five (5) inch member at the two (2) sides and the head.
 6. Other than the full height windows at the front porch and smaller windows at kitchens and bathrooms, all remaining windows shall be proportioned with the height between two (2) and two and one-half (2½) times the width. The sill height for standard windows shall be approximately thirty (30) inches above finished floor.
 7. Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the architectural review board.
- (g) Shutters. Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors within the Historic District. On renovation projects to existing contributing structures, it is recommended that shutters not be installed unless they were original to the structure.
1. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.
 2. The shutters must be installed in a manner that will appear identical to an original operable installation. Shutters installed currently are not required to be operational, but rather can be fixed in place; however, they must be installed with some space between the back of the shutter and the exterior wall surface material and must overlap the door or window trim in a fashion identical to an original operable installation.
 3. The style of the shutters must be louvered, flat vertical boards or panelled boards, with final determination being based on compatibility with the overall building design.
- (h) Chimneys. Chimneys constructed of brick masonry, exposed or cement plastered, are typical to original construction in the district.
- The chimney in the Historic District is that necessary element usually serving back-to-back fireplaces, and as such, would not be located on the exterior wall of the building. Consequently, the appropriate location for chimneys would be projecting through some portion of the roof of the building, in lieu of being placed on an exterior wall.
1. The chimney or chimneys are to be located within the slope of the roof, rather than being placed on an exterior wall, and shall extend above the roof ridge line.
 2. The chimney or chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.
 3. The finished exposed surface of chimneys are to be left natural without any paint finish.
 4. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.
 5. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.
 6. The use in contributing structures of prefabricated fireplaces with steel chimneys is prohibited.
- (i) Trim and miscellaneous ornament. Most trim, except for window and door casings/trim, was used more for decorative than functional purposes. Trim and ornament was almost always constructed of wood, and was painted to match other elements (doors, windows, porches, et cetera) of the building. Ornament on masonry buildings was typically limited to corbelling or other decorative use of brick at window openings, door openings, columns, parapet walls and on major facades above the windows and doors.
1. In renovation work, only that decorative trim or ornament historically significant to the specific building will be permitted.

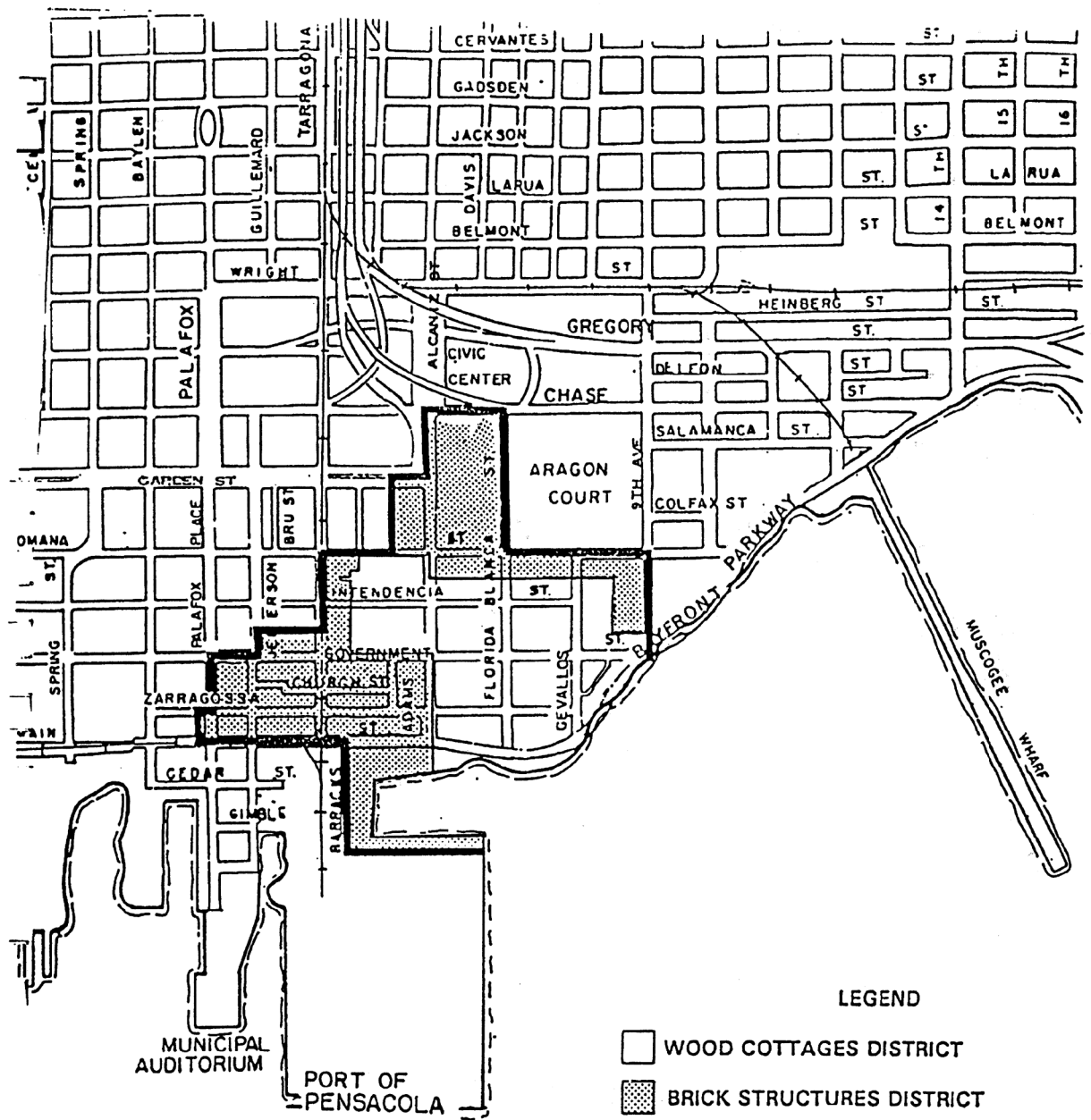
2. The scale and profile/shape of existing ornament used within the district will dictate approval for all new proposals.
 3. Trim and ornament, where used, is to be fabricated of wood.
 4. Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.
- (j) Miscellaneous mechanical equipment.
1. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.
 2. Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards. No equipment shall be installed in a front yard.
 3. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.
 4. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.
- (k) Accessibility ramps and outdoor stairs.
1. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.
 2. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.
 3. Building elements, materials and construction methods shall be consistent with the existing structure.
- (7) *Renovation, alterations and additions to noncontributing and modern infill structures within the Historic District.* Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations and guidelines established in paragraph (5), relating to streetscape elements, and paint colors described in paragraph (6)(c) shall apply to noncontributing and modern infill structures. In review of these structures the board may make recommendations as to the use of particular building elements which will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.
- (8) *New construction in the Historic District.* This subsection does not intend to mandate construction of new buildings of historical design. New construction shall complement original historic buildings or shall be built in a manner which is complementary to the overall character of the district in scale, building materials, and colors.

For purposes of describing the scale and character required in new construction within the Historic District, the district is herein subdivided into two (2) general building style districts as shown on Map 12-2.1: the "residential" wood cottages district and the "commercial" brick structures district. Within the wood cottages district all new construction shall conform to the building types I and II, described herein, in scale, building materials and colors. Within the brick structures district all new construction shall conform to the building types I, II, or III (described herein) in scale, building materials and colors. The regulations for the two (2) building style districts will establish building heights and setbacks and will illustrate relationships between the streetscape, the building and exterior architectural elements of the building. The streetscape

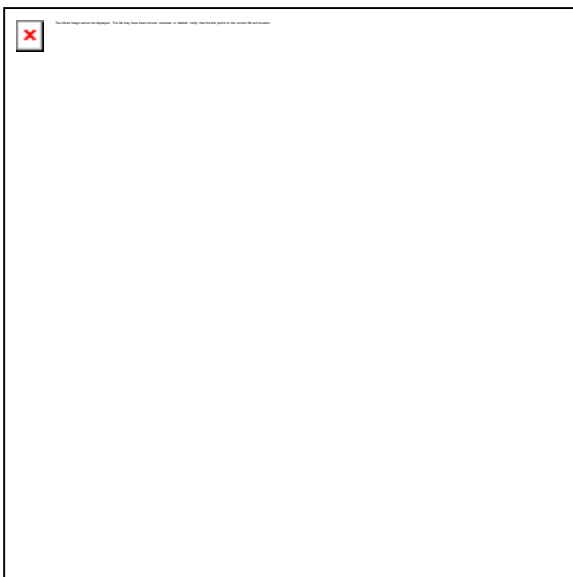
element regulations established in paragraph (5), above, are applicable to all new construction in the Historic District, no matter what style building. If new construction is intended to match historical designs, then the building elements described in paragraphs (6)(a) to (l). should be utilized as guidelines. If it is to be a replica of a historic building, the building must be of a historic style characteristic of the Pensacola Historic District.

- (a) Figure 12-2.1 illustrates the scale and characteristics of building types I and II for the wood cottages district.
- (b) Figure 12-2.2 illustrates the scale and characteristics of building type III for the brick structures district.
- (c) Aragon subdivision Block "L" & "N" and lots within Privateer's Alley shall conform to Section 12-2-12(B)(5)(j), GRD-1 Architectural Review Standards, with the exception of section 12-2-12(B)(5)(j)5., Doors. Exterior doors shall comply with 12-2-10(A)(6)(e) of this section.





MAP 12-2.1—HISTORIC BUILDING STYLE DISTRICTS



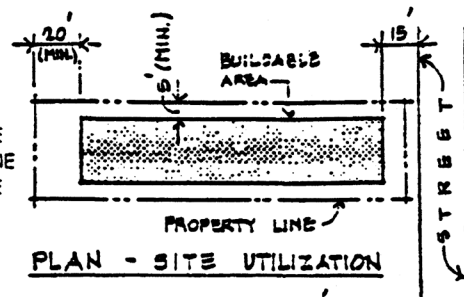
STREET SCAPE - TYPE 1

SETBACKS - FRONT - 15' FROM STREET EDGE
 SIDE - 5' MIN. FROM PROPERTY LINE
 REAR - 20' MIN. FROM PROPERTY LINE
 5' MIN. FROM PROPERTY LINE
 ADJACENT TO AN ALLEY

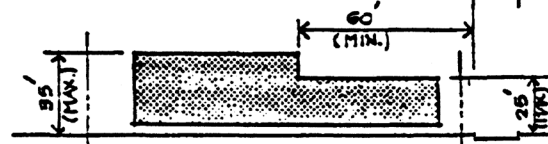
HEIGHT - 1 1/2 STORY (25' MAX.)
 2 1/2 STORY (35' MAX.)



ELEVATION - SITE UTILIZATION



PLAN - SITE UTILIZATION



SECTION - SITE UTILIZATION

*ITEM	DIMENSION	MATERIAL	REMARKS
A - WALK	6'-0"	12" SQ. CONC.	PAVER UNITS
B - YARD	9'-0"	GRASS	LANDSCAPING
C - PORCH	8'-0"	1x WOOD	TONGUE & GROOVE
D - FOUNDATION	2'-8"	BRICK PIERS	WOOD LATTICE IN-FILL
E - RAIL	2'-8"	WOOD	
F - COLUMNS	9'-0"	WOOD	
G - ROOF RIDGE	10'-8"	WOOD	
H - ROOF RIDGE	10'-0"	WOOD	

* SEE CHAPTER 3 & 4 FOR BUILDING ELEMENTS DESCRIPTION.

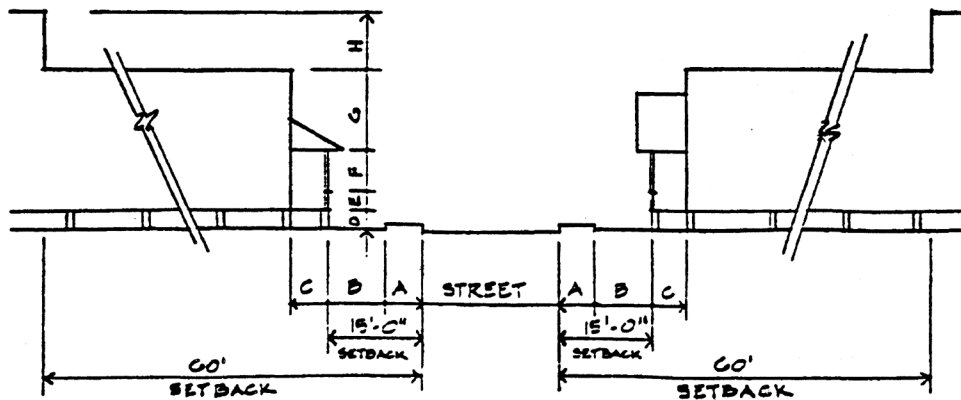
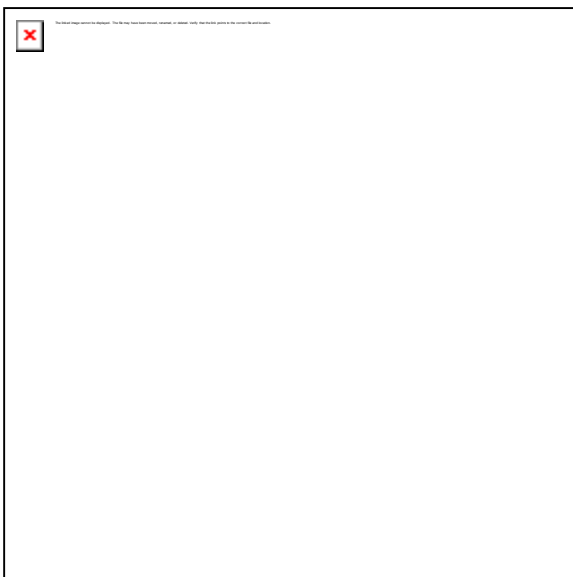


FIGURE 12-2.1—WOOD COTTAGES DISTRICT—Streetscape, Type 1



STREETSCAPE - TYPE 1

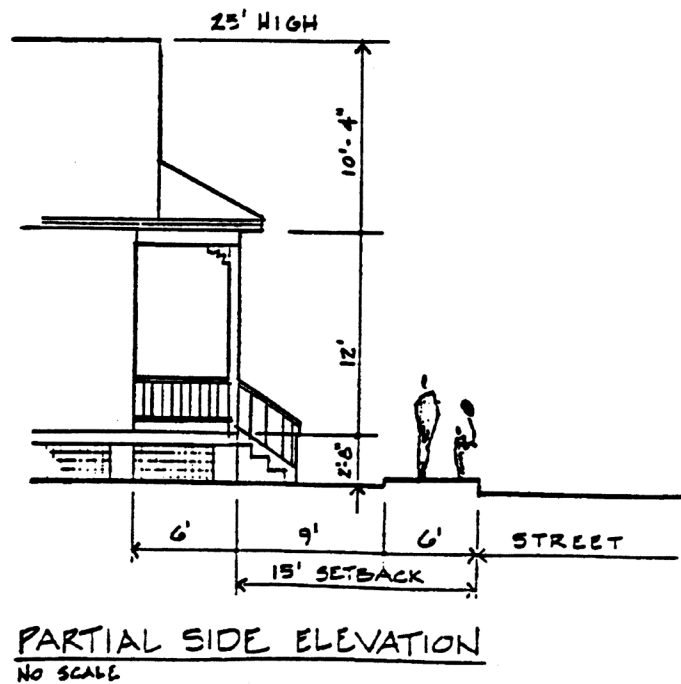
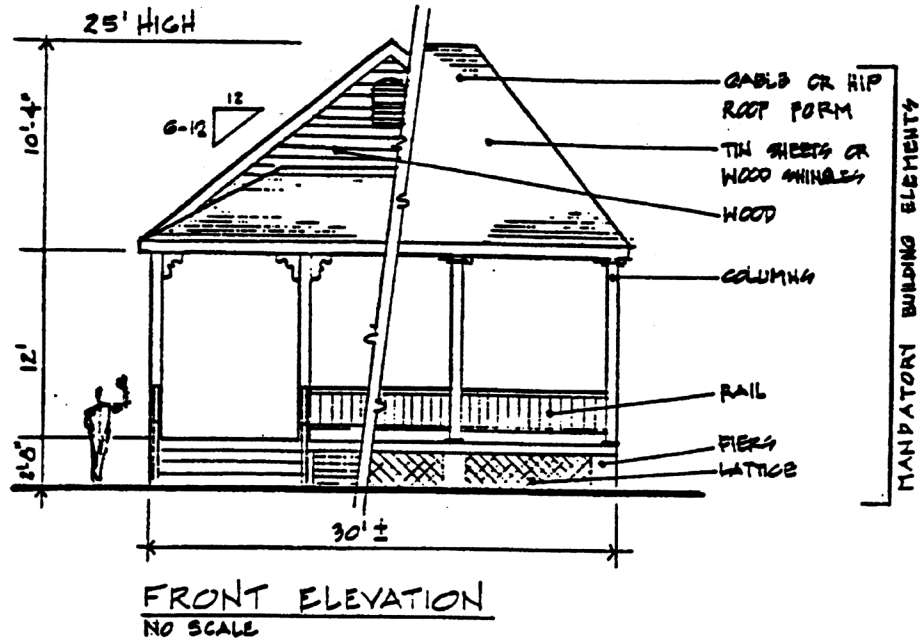
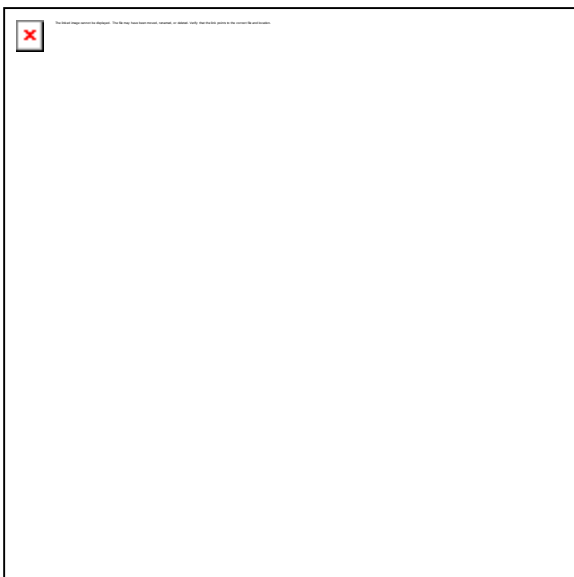


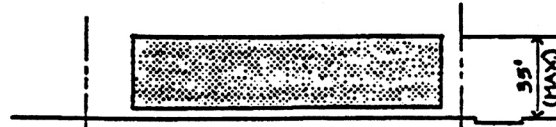
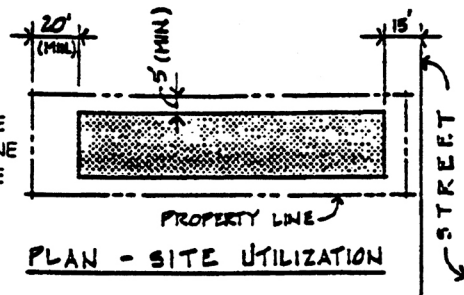
FIGURE 12-2.1—WOOD COTTAGES DISTRICT—Streetscape, Type 1



STREETSCAPE - TYPE 2

SETBACKS - FRONT - 15' FROM STREET EDGE
 SIDE - 5' MIN. FROM PROPERTY LINE
 REAR - 20' MIN. FROM PROPERTY LINE
 5' MIN. FROM PROPERTY LINE
 ADJACENT TO AN ALLEY

HEIGHT - 2 ½ STORY (35' MAX.)



ITEM #	DIMENSION	MATERIAL	REMARKS
A - WALK	4'-0"	12" SQ. CONC.	PAVER UNITS
B - YARD	11'-0"	GRASS	LANDSCAPING
C - PORCH	8'-0"	1" X WOOD	TONGUE & GROOVE
D - FOUNDATION	1'-4"	BRICK PIERS	
E - RAIL	2'-6"	WOOD	
F - COLUMNS	8'-0"	WOOD	
G - PORCH	1'-0"	WOOD	
H - RAIL	2'-6"	WOOD	
I - COLUMNS	6'-0"	WOOD	
J - ROOF RIDGE	10'-0"	WOOD	
* SEE CHAPTER 3 & 4 FOR HISTORICAL BUILDING ELEMENT DESCRIPTIONS.			

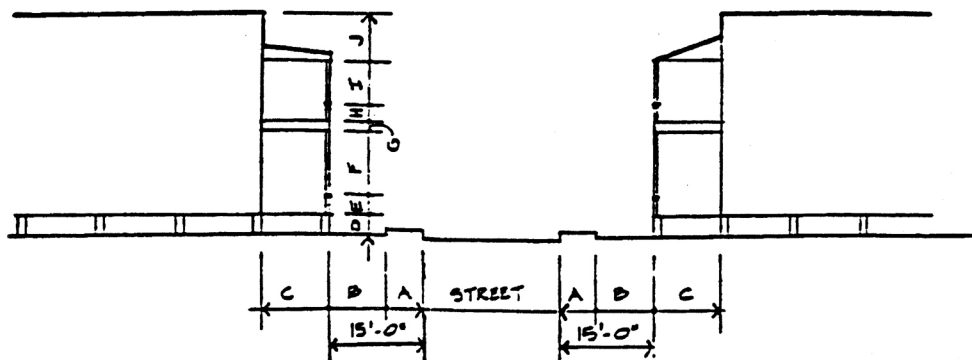
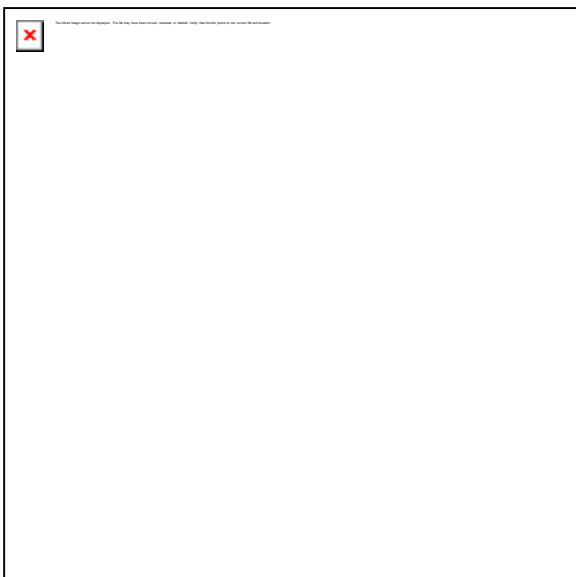


FIGURE 12-2.1—WOOD COTTAGES DISTRICT—Streetscape, Type 2



STREETSCAPE - TYPE 2

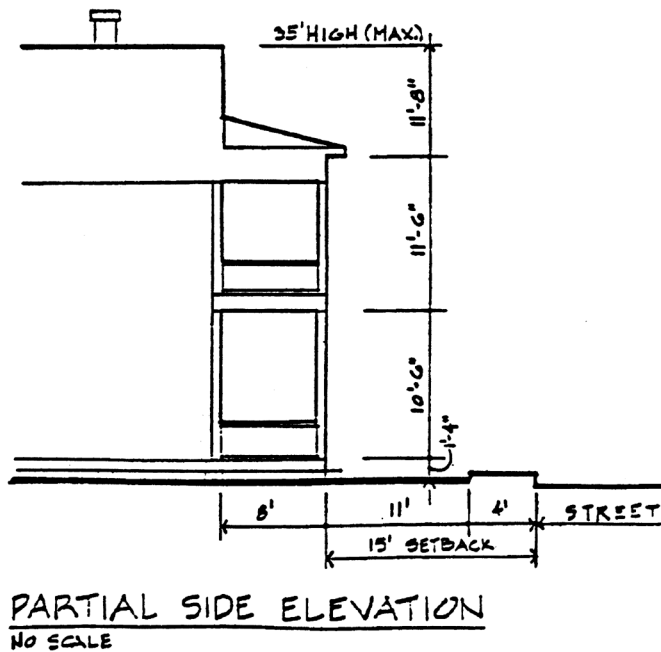
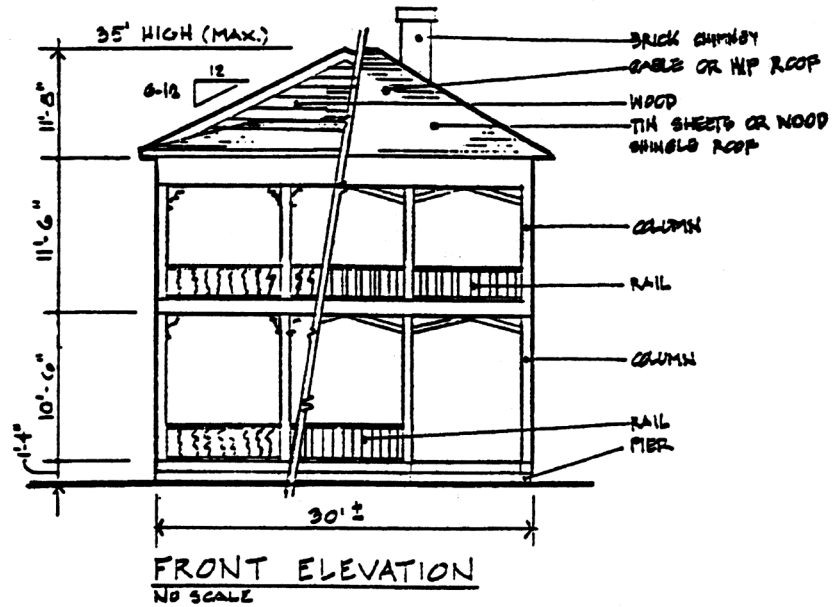
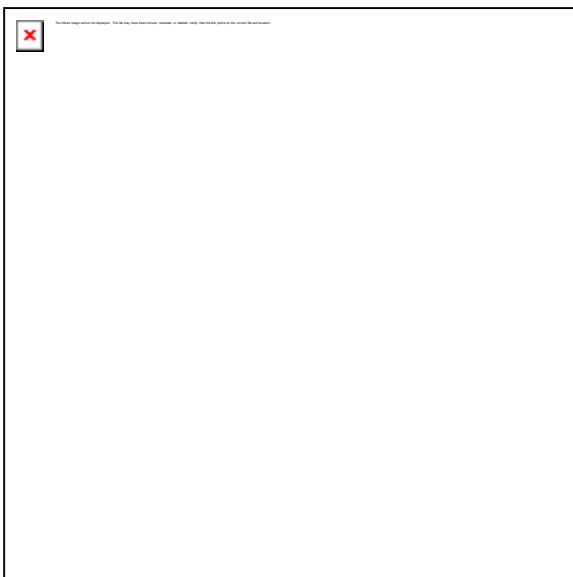
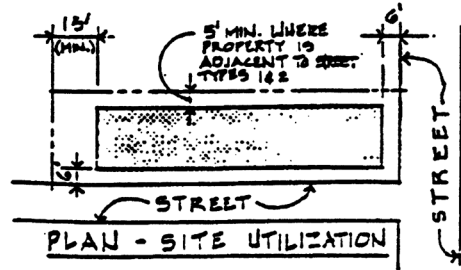


FIGURE 12-2.1—WOOD COTTAGES DISTRICT—Streetscape, Type 2



STREETSCAPE - TYPE 3

SETBACKS - FRONT - 6' FROM STREET EDGE
 SIDE - 5' MIN. FROM PROPERTY LINE
 0' MIN. FROM PROPERTY LINE
 FOR LOTS WITHIN ARAGON
 S/D PRIVATEER'S ALLEY
 REAR - 15' MIN. FROM PROPERTY LINE
 5' MIN. FROM PROPERTY LINE
 ADJACENT TO AN ALLEY OR
 WITHIN ARAGON S/D PRIVATEER'S
 ALLEY



*HEIGHT - BUILDING HEIGHT SHALL BE LIMITED TO
 THE ADJACENT LOT'S STREETSCAPE TYPE.



ELEVATION - SITE UTILIZATION

SECTION - SITE UTILIZATION

ITEM	DIMENSION	MATERIAL	REMARKS
A - WALK B - ROOF RIDGE OR PARAPET	6'-0" •	12" SQ. CONC. BRICK	PAVER UNITS SEE HEIGHT LIMIT, ABOVE ARAGON S/D BLK. "L" & "N" AND LOTS WITHIN PRIVATEER'S ALLEY SHALL CONFORM TO SECTION 12-2-12(B)(5)(j), GRD-1 ARCHITECTURAL REVIEW STANDARDS WITH THE EXCEPTION OF SEC. 12-2- 12(B)(5)(j)5., DOORS. EXTERIOR DOORS SHALL COMPLY WITH 12-2-10(A)(6)(e) OF THIS SECTION.

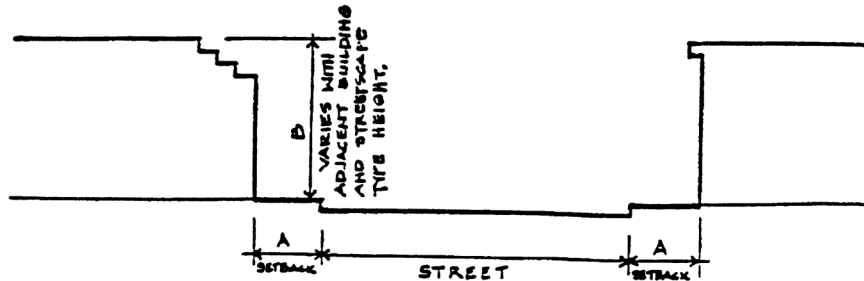
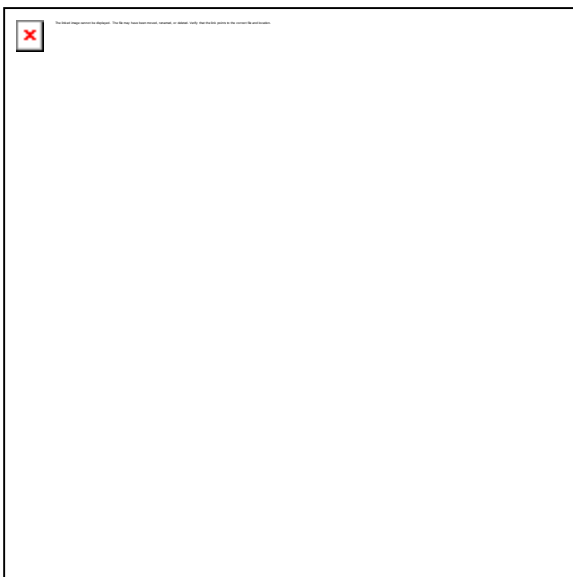
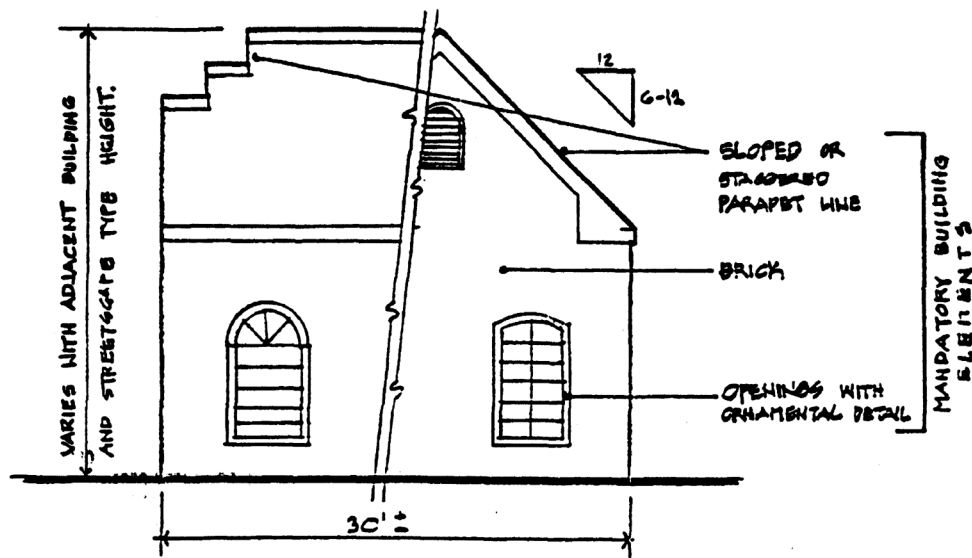


FIGURE 12-2.2—BRICK STRUCTURES DISTRICT—Streetscape, Type 3

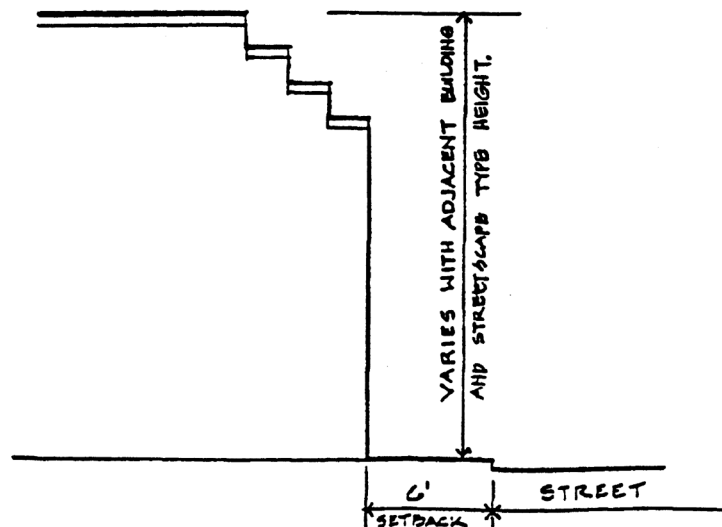


STREETSCAPE - TYPE 3



FRONT ELEVATION

NO SCALE



PARTIAL SIDE ELEVATION

NO SCALE

FIGURE 12-2.2—BRICK STRUCTURES DISTRICT—Streetscape, Type 3

- (9) *Demolition of contributing structures.* Demolition of a contributing structure constitutes an irreplaceable loss to the quality and character of the Historic District and is strongly discouraged. Therefore, no permit shall be issued for demolition of a contributing structure unless the owner demonstrates to the board clear and convincing evidence of unreasonable hardship. Provided,

however, nothing herein shall prohibit the demolition of a contributing structure if the building official determines that there is no reasonable alternative to demolition in order to bring the structure in compliance with the unsafe building code. When the owner fails to prove unreasonable economic hardship the applicant may provide to the board additional information which may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure.

The board shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular structure against the special merit of the proposed replacement project.

(a) Unreasonable economic hardship. When a claim of unreasonable economic hardship is made, the public benefits obtained from retaining the historic resource must be analyzed and duly considered by the board. The owner shall submit to the board for its recommendation the following information:

1. For all property:
 - a. The assessed value of the land and improvements thereon according to the two (2) most recent assessments;
 - b. Real estate taxes for the previous two (2) years;
 - c. The date of purchase of the property or other means of acquisition of title, such as by gift or inheritance, and the party from whom purchased or otherwise acquired;
 - d. Annual debt service, if any, for the previous two (2) years;
 - e. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with his purchase, financing or ownership of the property;
 - f. Any listing of the property for sale or rent, price asked and offers received, if any;
 - g. Any consideration by the owner as to profitable adaptive uses for the property;
 - h. Replacement construction plans for the contributing structure in question;
 - i. Financial proof of the ability to complete the replacement project which may include but not be limited to a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and
 - j. The current fair market value of the property, as determined by at least two (2) independent appraisals made by appraisers with competent credentials.
2. For income-producing property:
 - a. Annual gross income from the property for the previous two (2) years;
 - b. Itemized operating and maintenance expenses for the previous two (2) years, including proof that adequate and competent management procedures were followed;
 - c. Annual cash flow, if any, for the previous two (2) years; and
 - d. Proof that efforts have been made by the owner to obtain a reasonable return on his investment based on previous service.

The applicant shall submit all necessary materials to the board at least fifteen (15) days prior to the board hearing in order that staff may review and comment and/or consult on the case. Staff and/or professional comments shall be forwarded to the board for consideration and review and made available to the applicant for consideration prior to the hearing.

The board may require that an applicant furnish such additional information that is relevant to its determination of unreasonable economic hardship and may require that such additional information be furnished under seal. The board or its agent may also furnish

additional information as the board believes is relevant. The board shall also state which form of financial proof it deems relevant and necessary to a particular case.

In the event that any of the required information is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file with his affidavit a statement of the information which cannot be obtained and shall describe the reasons why such information cannot be obtained.

- (b) Unusual and compelling circumstances and demolition of a contributing structure. When an applicant fails to prove economic hardship in the case of a contributing structure, the applicant may provide to the board additional information which may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure. The board, using criteria set forth in this subsection, shall determine whether unusual and compelling circumstances exist and shall be guided in its recommendation in such instances by the following additional considerations:
 - 1. The historic or architectural significance of the structure;
 - 2. The importance of the structure to the integrity of the Historic District;
 - 3. The difficulty or the impossibility of reproducing such a structure because of its design, texture, material, detail, or unique location;
 - 4. Whether the structure is one of the last remaining examples of its kind in the Historic District;
 - 5. Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area, as well as the economic impact of the new development; and
 - 6. Whether reasonable measures can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect.
- (c) Recommendation of demolition. Should the applicant for demolition of a contributing structure satisfy the board that he will suffer an economic hardship if a demolition permit is not recommended, or, if in failing to demonstrate economic hardship, the applicant demonstrates unusual and compelling circumstances which dictate demolition of the contributing structure, either a recommendation for demolition or a recommendation for a six-month moratorium on the demolition shall be made.

In the event that the board recommends a six-month moratorium on the demolition, within the moratorium period, the board shall consult with the Historic Pensacola Preservation Board, the city of Pensacola and any other applicable public or private agencies to ascertain whether any of these agencies or corporations can preserve or cause to be preserved such architectural or historically valuable buildings. If no agencies or organizations are prepared to preserve the building(s) or cause their preservation, then the board shall recommend approval of the demolition.

Following recommendation for approval of demolition, the applicant must seek approval of replacement plans prior to receiving a demolition permit and other building permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and adequate working drawings for at least the foundation plan which will enable the applicant to receive a permit for foundation construction. The board may waive the requirements for replacement plans under extreme, unusual and compelling circumstances or public safety purposes.

Applicants that have received a recommendation for demolition shall be permitted to receive such demolition permit without additional board action on demolition, following the board's recommendation of a permit for new construction.

- (d) Prevention of demolition by neglect.

1. All contributing structures within the Historic District shall be preserved against decay and deterioration and kept free from certain structural defects by the owner thereof or such other person or persons who may have legal custody and control thereof. The owner or other person having such legal custody and control shall repair such building, object, site, or structure if it is found to have any of the following defects:
 - a. Deteriorated or inadequate foundation. Defective or deteriorated flooring or floor supports or flooring or floor supports of insufficient size to carry imposed loads with safety;
 - b. Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;
 - c. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective materials or deterioration. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;
 - d. Fireplaces or chimneys which list, bulge or settle due to defective materials or deterioration. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety;
 - e. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors. Defective protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other protective covering. Any fault or defect in the building which renders same structurally unsafe or not properly watertight.

In addition, the owner or other person having legal custody and control of an historic landmark or a building, object, site, or structure located in an historic district shall keep all property, including vacant property, clear of all weeds, fallen trees or limbs, debris, abandoned vehicles, and all other refuse.

2. The board, on its own initiative, may file a petition with the building official requesting that he proceed to require correction of defects or repairs to any structure covered by a. above so that such structure shall be preserved and protected in accordance with the purposes of this ordinance and the public safety and housing ordinance.

(10) *Other demolition permits.* All applications for permits to demolish structures other than contributing structures shall be referred to the board for the purpose of determining whether or not the structure may have historical, cultural, architectural, or archaeological significance. Such determination shall be made in accordance with the criteria found in paragraph (9)(b)1. to 6., above.

The board shall make such determination within thirty (30) days after receipt of the completed application and shall notify the building official in writing. If the structure is determined to have no cultural, historical, architectural, or archaeological significance, a demolition permit may be issued immediately, provided such application otherwise complies with the provisions of all city code requirements.

If said structure is determined by the board to have historical significance, the board shall make such information available to the Preservation Board for review and recommendation as to significance. If the board concurs in the significance, using criteria set forth in paragraph (9)(b)1. to 6., above, the board shall recommend to the city council that the structure be designated a contributing structure.

Upon such a recommendation by the board, issuance of any permit shall be governed by paragraph (9)(c), above.

- (11) *Treatment of site following demolition.* Following the demolition or removal of any buildings, objects or structures located in the Historic District, the owner or other person having legal custody and control thereof shall (1) remove all traces of previous construction, including foundation, (2) grade, level, sod and/or seed the lot to prevent erosion and improve drainage, and (3) repair at his own expense any damage to public rights-of-way, including sidewalks, curb and streets, that may have occurred in the course of removing the building, object, or structure and its appurtenances.

(B) *North Hill preservation zoning districts. PR-1AAA, PR-2, PC-1.*

- (1) *Purpose.* The North Hill preservation zoning districts are established to preserve the unique architecture and landscape character of the North Hill area, and to promote orderly redevelopment which complements and enhances the architecture of this area of the city.
- (2) *Character of the district.* The North Hill Preservation District is characterized by mostly residential structures built between 1870 and the 1930's. Queen Anne, Neoclassical, Tudor Revival, Craftsman Bungalow, Art Moderne and Mediterranean Revival are among the architectural styles found in North Hill. North Hill is listed on the National Register of Historic Places.

(3) *Uses permitted.*

(a) PR-1AAA, single-family district.

1. Single-family dwellings at a maximum density of 4.8 units per acre.
2. Home occupations, as regulated in section 12-2-33.
3. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a five-hundred-foot radius.
4. Municipally owned or operated parks or playgrounds.
5. Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges.
6. Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes.
7. Churches, Sunday school buildings and parish houses.
8. Conditional uses permitted: Two-family dwellings (duplex) at a maximum density of 9.6 units per acre.
9. Accessory buildings and uses customarily incidental to the above uses not involving the conduct of a business.
10. Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.

(b) PR-2, multiple-family district.

1. Any use permitted in the PR-1AAA district.
2. Single-family, two-family and multifamily residential attached or detached units with a maximum density of thirty-five (35) dwelling units per acre.
3. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with seven (7) to fourteen (14) residents providing that it is not to be located within one thousand two hundred (1,200) feet of another such home in a multifamily district, and that the home is not within five hundred (500) feet of a single-family zoning district. If it is proposed to be within one thousand two hundred (1,200)

feet of another such home in a multifamily district and/or within five hundred (500) feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a five-hundred-foot radius.

4. Bed and breakfast subject to regulations in section 12-2-55.
 5. Conditional uses permitted:
 - a. Private clubs and lodges except those operated primarily as commercial enterprises.
 - b. Office buildings (under five thousand (5,000) square feet).
 - c. Antique shops—No outside displays.
 - d. Art galleries—No outside displays.
 - e. Social services homes/centers.
 - f. Boarding and lodging houses.
 - g. Childcare facilities subject to regulations in section 12-2-58.
 6. Accessory buildings. Buildings and uses customarily incidental to any of the above uses, including storage garages when located on the same lot not involving the conduct of a business.
- (c) PC-1, preservation commercial district.
1. Any use permitted in the PR-2 district, including conditional uses.
 2. Hand craft shops for custom work or making custom items not involving unreasonable noise, odor or chemical waste.
 3. Office buildings (under seven thousand (7,000) square feet).
 4. Barbershops and beauty parlors.
 5. Florists.
 6. Studios.
 7. Vending machines when an accessory to a business establishment and located inside the same building as the business.
 8. Conditional uses permitted:
 - a. Gas stations.
 - b. Other retail shops.
 - c. Office buildings (over seven thousand (7,000) square feet).
 - d. Restaurants, with the exception of drive-in restaurants.
 9. Accessory buildings and uses customarily incidental to the above uses.
- (4) *Procedure for review.*
- (a) Review and approval. All activities regulated by this subsection shall be subject to review and approval by the architectural review board as established in section 12-13-3. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, provided, however such abbreviated review process shall require review by the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to such request for abbreviated review by the board

designee and Historic Pensacola Preservation Board staff, then the matter will be referred to the entire board for a decision.

(b) Decisions.

1. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "North Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter and Chapter 12-5.
2. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:
 - a. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.
 - b. In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.
3. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the Historic Pensacola Preservation Board) in its original style, dimensions or position on its original structural foundation.

- (c) Plan submission. Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work (i.e., paving and landscaping), located or to be located in the North Hill Preservation District, shall be accompanied with plans for the proposed work pursuant to subsections 12-2-10(A)(4)(c) to (e), applicable to the Historic District.

- (5) *Regulations and guidelines for any development within the preservation district.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the North Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in paragraphs (6) through (8) below.

- (a) Off-street parking. All development within the North Hill preservation district shall comply with the regulations established in Chapter 12-3. Parking lots shall comply with the requirements of Chapter 12-6. Design of and paving materials for parking lots, spaces and

driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than four (4) feet high shall be erected along the lot line(s) when autos or lots are visible from the street or from an adjacent residential lot.

- (b) Signs. Refer to sections 12-4-2 and 12-4-3 for general sign standards and criteria and for a description of sign area calculations. The location, design and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the North Hill preservation district:

1. Temporary accessory signs.

- a. One (1) non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six (6) square feet of area.
- b. One (1) non-illuminated sign not more than fifty (50) square feet in area in connection with new construction work, and displayed only during such time as the actual construction work is in progress.

2. Permanent accessory signs.

- a. One (1) sign per street frontage for churches, schools, boarding and lodging houses, libraries, and community centers, multiple-family dwellings and historic sites serving as identification and/or bulletin boards not to exceed twelve (12) square feet in area. The signs shall be placed flat against the wall of the building, perpendicular or may be freestanding. Such signs may be illuminated provided that the source of light shall not be visible beyond the property line of the lot on which the sign is located.
- b. Commercial establishments may have one (1) attached or one (1) freestanding sign per street frontage not to exceed twelve (12) square feet provided that the freestanding sign be no closer to any property line than five (5) feet. The attached or wall signs may be placed on the front or one side of the building. As used herein, "commercial establishments" shall mean an establishment wherein products are available for purchase. Such signs may be illuminated provided the source of light shall not be visible beyond the property line of the lot on which the sign is located. Office complexes may have one freestanding sign per street frontage not to exceed twelve (12) square feet.
- c. One (1) non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than one hundred (100) square inches and may be attached to the dwelling. This section shall be applicable to occupants and home occupations.
- d. Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.
- e. The maximum height for freestanding signs shall be eight (8) feet. No attached sign shall extend above the eave line of a building to which it is attached.

- (c) Protection of trees. The purpose of this subsection is to establish protective regulations for specified trees within the North Hill preservation zoning districts. It is the intent of this subsection to recognize the contribution of shade trees and certain flowering trees to the overall character of the preservation district and to ensure the preservation of such trees as described below.

1. Any of the following species having a minimum trunk diameter of eight (8) inches (twenty-five and one-tenth (25.1) inches in circumference) at a height of one (1) foot above grade: Live Oak and Water Oak; Magnolia having a minimum trunk diameter of six (6) inches (eighteen and eight-tenths (18.8) inches in circumference) at a height of

one (1) foot above grade; and any of the following flowering trees with a minimum trunk diameter of four (4) inches (twelve and fifty-five one hundredths (12.55) inches in circumference) at a height of one (1) foot above grade: Redbud, Dogwood, and Crape myrtle.

2. Tree removal: No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, remove, or effectively destroy through damaging, any specimen tree, whether it be on private property or right-of-way within the defined limits of the preservation district of the city, without first having obtained a permit from the department of leisure services to do so. Refer to section 12-6-7 for application procedures and guidelines for a tree removal permit.
 3. In addition to the specific tree preservation provisions outlined in this subsection, the provisions of Chapter 12-6 shall be applicable in this district.
- (d) Fences. All developments in the North Hill preservation zoning districts shall comply with fence regulations as established in section 12-2-40. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed-wire will be permitted. Chain-link fences shall be permitted in side and rear yard only with board approval.
 - (e) Paint colors. The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the Preservation District. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.
 - (f) Residential accessory structures. Residential accessory structures shall comply with regulations set forth in section 12-2-31 except that the following shall apply: Accessory structures shall not exceed one story in height for a maximum in height of twenty-five (25) feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.
 - (g) Additional regulations. In addition to the regulations established above in subsections 12-2-10(B)(5)(a) through (f), any permitted use within the North Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4 of this Code.
- (6) *Restoration, rehabilitation, alterations or additions to existing contributing structures in the North Hill preservation district.* The document entitled "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," published by the United States Department of Interior in 1983, shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations which are appropriate for use together on the same building.

Documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc. shall be approved only if circumstances unique to each project are found to warrant such variances.

Regulations established in Table 12-2.9 shall apply to alterations and additions to contributing structures. The regulations and guidelines established in paragraph (5), relating to streetscape elements, shall apply to contributing structures.

- (7) *Renovation, alterations and additions to noncontributing and modern infill structures within the North Hill preservation district.* Many of the existing structures within the district do not meet the criteria established for "contributing" structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations and guidelines established in paragraph (5), relating to streetscape elements, shall

apply to noncontributing and modern infill structures. Regulations established in Table 12-2.9 below, shall apply to alterations and additions to existing noncontributing structures. The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the district. Only paint colors approved by the board shall be permitted.

In review of these structures the board may make recommendations as to the use of particular building elements which will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.

- (8) *Regulations for new construction and additions to existing structures in the North Hill preservation district.* New construction is encouraged to be built in a manner which is complementary to the overall character of the district in scale, building materials and colors. The regulations established in paragraph (5), relating to streetscape elements, shall apply to new construction. Table 12-2.9 describes height, area and yard requirements for new construction and, where applicable, for additions to existing structures in the North Hill preservation district.

TABLE 12-2.9

REGULATIONS FOR THE NORTH HILL PRESERVATION ZONING DISTRICTS

Standards	PR-1AAA	PR-2	PC-1
Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Yard	*30 feet 9 feet 30 feet	*15 feet 7.5 feet 25 feet	None 5' (for dwellings or wood frame structures only) 15'
Minimum Lot Area for Residential Uses	9,000 s.f.	9,000 s.f. for single-family and 10,000 s.f. for multi-family	None
Minimum Lot Width at Street Row Line	50 feet	50 feet	None
Minimum Lot Width at Building Setback Line	75 feet	75 feet	None
Maximum Building Height (Except as Provided in Section 12-2-39)	35 feet	35 feet	45 feet

Minimum Floor Area	N/A	600 s.f. per dwelling unit for multi-family	None
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* Front yard depths in the North Hill Preservation zoning district shall not be less than the average depths of the front yards located on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depths shall be no less than the footages noted.

- (9) *Demolition of structures within the North Hill Preservation District.* The demolition provisions established in subsection 12-2-10(A)(9) to (11), applicable to contributing and noncontributing structures within the historic district, shall apply in the preservation district.

(C) *Old East Hill preservation zoning districts. OEHR-2, OEHC-1, OEHC-2 and OEHC-3.*

- (1) *Purpose.* The Old East Hill preservation zoning districts are established to preserve the existing residential and commercial development pattern and distinctive architectural character of the structures within the district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles.
- (2) *Character of the district.* The Old East Hill neighborhood was developed over a fifty-year period, from 1870 to the 1920's. The architecture of the district is primarily vernacular, but there are also a few properties which display influences of the major architectural styles of the time, such as Craftsman, Mission and Queen Anne styles.
- (3) *Boundaries and zoning classifications.* The boundaries of the Old East Hill preservation district shall be identified as per a map and legal description, and the zoning classifications of properties within the district shall be identified as per a map, filed in the office of the city clerk.
- (4) *Uses permitted.*
 - (a) *OEHR-2, residential/office district.*
 1. Single-family detached dwellings.
 2. Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-2-5(A)(5).
 3. Two-family attached dwellings (duplex).
 4. Multiple-family attached dwellings (three or more dwelling units).
 5. Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with seven (7) to fourteen (14) residents providing that it is not to be located within one thousand two hundred (1,200) feet of another such home in a multi-family district, and that the home is not within five hundred (500) feet of a single-family zoning district. If it is proposed to be within one thousand two hundred (1,200) feet of another such home in a multi-family district and/or within five hundred (500) feet of a single family zoning district it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius
 6. Home occupations subject to regulations in section 12-2-10(A)(3)(a)4.
 7. Bed and breakfast subject to regulations in section 12-2-55.

8. Boarding and lodging houses.
 9. Office buildings.
 10. Studios.
 11. Municipally owned or operated parks or playgrounds.
 12. Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-2-65.
 13. Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-2-61.
 14. Churches, Sunday school buildings and parish houses subject to regulations in section 12-2-57.
 15. Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-2-59.
 16. Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-2-31, except that the following shall apply:
 - a. Accessory structures shall not exceed one-story in height for a maximum height of twenty-five (25) feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.
 - b. The wall of an accessory structure shall not be located any closer than six (6) feet to the wall of the main residential structure.
 17. Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (b) *OEHC-1, neighborhood commercial district.*
1. Any use permitted in the OEHR-2 district.
 2. Child care facilities subject to regulations in section 12-2-58.
 3. Nursing homes, rest homes, convalescent homes.
 4. Parking lots.
 5. The following uses, retail only, with no outside storage or work permitted, except as provided herein:
 - a. Food and drugstore.
 - b. Personal service shops.
 - c. Clothing and fabric stores.
 - d. Home furnishing, hardware and appliance stores.
 - e. Craft and specialty shops.
 - f. Banks.
 - g. Bakeries.
 - h. Secondhand stores.
 - i. Floral shops.
 - j. Martial arts studios.

- k. Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this paragraph, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor area does not exceed twenty (20) percent of the total area of the main building.
 - l. Restaurants.
 - m. Mortuary and funeral parlors.
 - n. Pet shops with all uses inside the principal building.
 - o. Printing firms.
 - p. Business schools.
 - q. Upholstery shops.
 - 6. Conditional uses permitted. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
- (c) *OEHC-2, retail commercial district.*
- 1. Any use permitted in the OEHC-1 district.
 - 2. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
 - 3. Hospitals, clinics.
 - 4. Private clubs and lodges, except those operated as commercial enterprises.
 - 5. Electric motor repair and rebuilding.
 - 6. Appliance repair shop.
 - 7. Garages for the repair and overhauling of automobiles.
 - 8. Sign shop.
 - 9. Photo shop.
 - 10. Plumbing and electrical shop.
 - 11. Pest extermination services.
- (d) *OEHC-3, commercial district.*
- 1. Any use permitted in the OEHC-2 district.
 - 2. Dive shop.
 - 3. Fitness center.
 - 4. Theater, except for drive-in.
 - 5. Taverns, lounges, nightclubs, cocktail bars.
- (5) *Procedure for review of plans.*
- (a) *Plan submission.* Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building or sign, located or to be located in the Old East Hill Preservation District, shall be accompanied with plans as necessary to describe the scope of the proposed work pursuant to paragraph 12-2-10(A)(4)(c) to (e).
 - (b) *Review and approval.* All such plans shall be subject to review and approval by the architectural review board established in section 12-13-3. The board shall adopt written rules and procedures for abbreviated review for minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of

its members to undertake such abbreviated review by the entire board, provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.

(c) *Decisions.*

1. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "Old East Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials and textures; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter and chapter 7-13.
 2. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:
 - a. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.
 - b. In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style and materials.
 3. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by West Florida Historic Preservation, Inc.) in its original style, dimensions or position on its original structural foundation.
 4. No provision of this section shall be interpreted to require a property owner to make modifications, repairs or improvements to property when the owner does not otherwise intend to make any modifications, repairs or improvements to the property, unless required by chapter 7-13.
- (6) *Regulations and guidelines for any development within the Old East Hill preservation district.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the Old East Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in paragraphs (6) through (8) below.

- (a) *Off-street parking.* Design of, and paving materials for, parking lots, spaces and driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than three (3) feet high shall be erected along the lot line(s) when automobiles or parking lots are visible from the street or from an adjacent residential lot.
 - 1. OEHR-2 district. All non-residential development shall comply with off-street parking requirements established in chapter 12-3.
 - 2. OEHC-1, OEHC-2 and OEHC-3 districts. All non-residential development shall comply with off-street parking requirements established in chapter 12-3. The required parking may be provided off-site by the owner/developer as specified in section 12-3-1(D).
- (b) *Landscaping.* Landscape area requirements and landscape requirements for parking lots within the OEHR-2, OEHC-1 and OEHC-2 districts shall comply with regulations established in section 12-6-3 for the R-2, C-1 and C-2 zoning districts.
- (c) *Signs.* Refer to sections 12-4-2 and 12-4-3 for general sign standards and criteria and for a description of sign area calculations. The location, design and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the Old East Hill preservation district:
 - 1. Temporary accessory signs.
 - a. One non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six (6) square feet of area.
 - b. One non-illuminated sign not more than fifty (50) square feet in area in connection with new construction work, and displayed only during such time as the actual construction work is in progress.
 - 2. Permanent accessory signs.
 - a. North 9th Avenue, Wright Street, Alcaniz Street and Davis Street. For churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards, one freestanding or projecting sign and one attached wall sign or combination of wall signs placed on the front or one side of the building not to exceed fifty (50) square feet in area. The signs may be painted on the building, mounted to the face of the wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. Signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet, six (6) inches above the public property and shall not exceed a height of twelve (12) feet. Freestanding signs shall not exceed a height of twelve (12) feet.
 - b. All other streets in the district. One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards not to exceed twelve (12) square feet in area and eight (8) feet in height, provided, however that signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet six (6) inches above the public property and shall not exceed a height of twelve (12) feet six (6) inches. The sign may be mounted to the face of the wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. The sign may be illuminated provided that the source of light is not visible beyond the property line of the lot on which the sign is located.

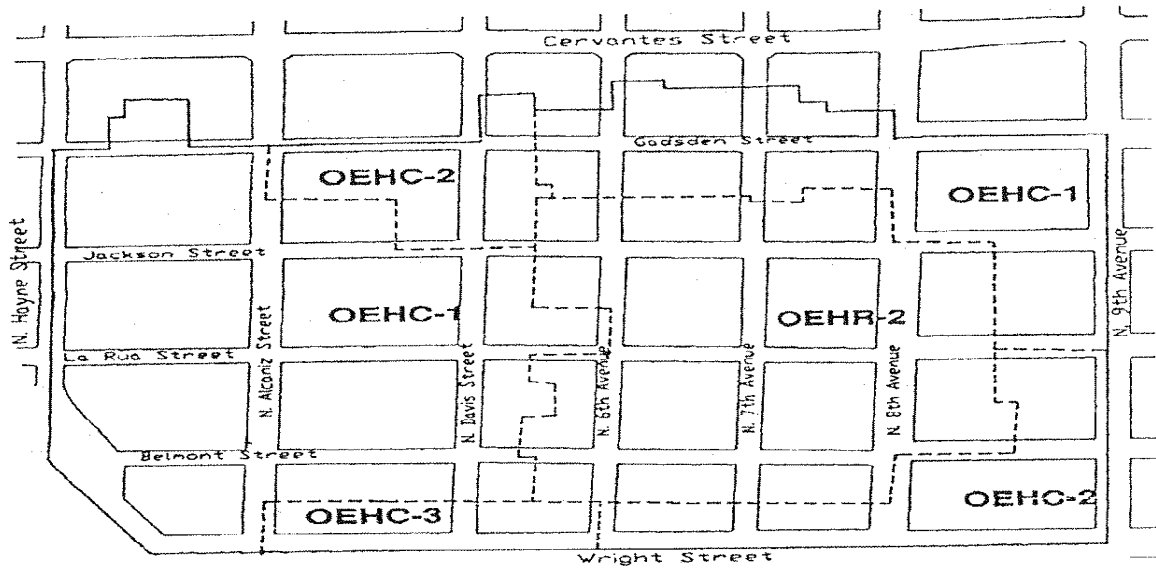
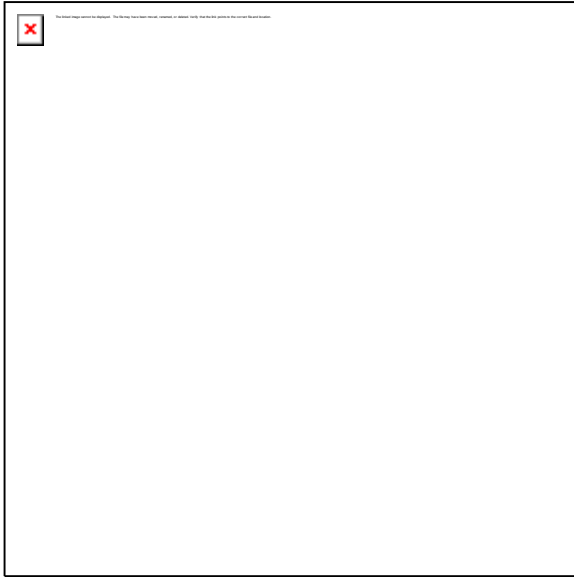
- c. One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three (3) square feet and shall be attached to the dwelling. This section shall be applicable to occupants and home occupations.
 - d. Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the board.
 - (d) *Fences.* All developments in the Old East Hill preservation zoning districts shall comply with fence regulations as established in section 12-2-40. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed-wire fences will be permitted. Chain-link fences shall be permitted in side and rear yard only.
 - (e) *Additional regulations.* In addition to the regulations established above in subsections 12-2-10(C)(6)(a) through (d), any permitted use within the Old East Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of Chapter 7-4 of this Code.
- (7) *Restoration, rehabilitation, alterations or additions to existing contributing structures in the Old East Hill preservation district.* The document entitled "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," published by the United States Department of Interior in 1983, shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations which are appropriate for use together on the same building. Documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc. shall be approved only if circumstances unique to each project are found to warrant such variances.
- The regulations established in paragraph (6), relating to streetscape elements, shall apply to contributing structures. Regulations established in Table 12-2.10 shall apply to alterations and additions to contributing structures.
- (8) *Renovation, alterations and additions to non-contributing and modern infill structures within the Old East Hill preservation district.* Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations established in paragraph (6), relating to streetscape elements, shall apply to non-contributing and modern infill structures. Regulations established in Table 12-2.10 shall apply to alterations and additions to existing non-contributing structures.
- In review of these structures the board may make recommendations as to the use of particular building elements which will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.
- (9) *Regulations for new construction in the Old East Hill preservation district.* New construction shall be built in a manner which is complementary to the overall character of the district in height, proportion, shape, scale, style and building materials. The regulations established in paragraph (6), relating to streetscape elements, shall apply to new construction. Table 12-2.10 describes height, area and yard requirements for new construction in the Old East Hill preservation district.
- (10) *Demolition of structures within the Old East Hill preservation district.* The demolition provisions established in section 12-2-10(A)(9) to (11), applicable to contributing and non-contributing structures within the Historic District, shall apply in the preservation district.

TABLE 12-2.10
REGULATIONS FOR OLD EAST HILL PRESERVATION ZONING DISTRICTS

Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3
Minimum Yard Requirement (Minimum Building Setbacks)				
Front Yard Side Yard Rear Yard	*15 feet 5 feet 15 feet	There shall be a 5' side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.		None
Minimum Lot Area For Residential Uses				
Single-family Detached Residential Duplex Residential Multi-family Residential	3,500 s.f. 5,000 s.f. 9,000 s.f.	None		
Minimum Lot Width at Street Row Line	30 feet	None		
Minimum Lot Width at Building Setback Line	30 feet	None		
Maximum Lot Coverage	N/A	The maximum combined area of all principal and accessory buildings shall not exceed 50% of the square footage of the lot.		None
Maximum Building Height	Residential buildings shall not exceed two (2) stories in height, with a usable attic. No building shall exceed thirty-five (35) feet in height, except that three (3) feet			

(except as provided in section 12-2-39)	may be added to the height of the building for each foot the building is set back from the building setback or property lines to a maximum height of 45' with approval of the architectural review board.
Minimum Floor Area For Multi-Family Developments	600 square feet per dwelling unit
* Front yard depths in the Old East Hill preservation zoning district shall not be less than the average depths of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than the footage noted.	

(Ord. No. 6-93, §§ 7, 8, 3-25-93; Ord. No. 17-93, § 1, 6-10-93; Ord. No. 29-93, §§ 7—12, 11-18-93; Ord. No. 32-93, §§ 1, 2, 12-16-93; Ord. No. 3-94, §§ 5, 6, 1-13-94; Ord. No. 11-94, § 2, 4-14-94; Ord. No. 9-96, §§ 5—8, 1-25-96; Ord. No. 35-97, §§ 1—3, 10-23-97; Ord. No. 40-99, §§ 6—9, 10-14-99; Ord. No. 44-99, § 1, 11-18-99; Ord. No. 13-00, § 1, 3-9-00; Ord. No. 50-00, §§ 1, 2, 10-26-00; Ord. No. 2-01, §§ 1—3, 1-11-01; Ord. No. 6-02, § 2, 1-24-02; Ord. No. 22-02, § 1, 9-26-02; Ord. No. 13-06, §§ 5—9, 4-27-06; Ord. No. 03-09, § 1, 1-8-09; Ord. No. 16-10, §§ 198, 199, 9-9-10)



Old East Hill Preservation District



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00315

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Andy Terhaar

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-2-8 (B) (1) OF THE LAND DEVELOPMENT CODE - ADDITION OF MEDICAL MARIJUANA DISPENSARY

RECOMMENDATION:

That City Council conduct the first of two public hearings on January 12, 2017 to consider an amendment to the Land Development Code, Section 12-2-8 (B)(1), Commercial land use district, to add "Medical Marijuana Dispensary" under the uses permitted section.

AGENDA: Regular

HEARING REQUIRED: Public

SUMMARY:

The Land Development Code (LDC) is the principal means of planning and regulating the development and redevelopment of land in the City. The LDC was adopted by City Council in its present form in 1991 pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act. From time to time, it is necessary to amend the LDC to provide consistency with the Comprehensive Plan and to respond to community concerns, legal considerations, changes in development patterns and planning techniques as well as addressing Legislative considerations.

In 2014, the Florida Legislature passed, and Gov. Rick Scott signed, a bill that attempted to exempt a limited class of individuals with certain medical disorders and their legal representatives from criminal penalties for using and possessing low-THC cannabis that was ordered for the patients by their physicians. Then, in 2016, the legislature passed a bill intended to improve the law, which would also allow terminally ill patients to access all forms of medical cannabis, all of which has been codified under Section 381.986 Florida Statutes.

As part of this legislation, parameters were placed on the dispensing of Medical Marijuana with the onus being placed on the Department of Health. The Department of Health has issued authorizations to the five organizations permitted under current law to cultivate and dispense medical cannabis for and to qualified patients. The five organizations were required to be geographically dispersed, with one each in northwest Florida, northeast Florida, central Florida, southeast Florida, and southwest Florida.

In September of 2016, the City Council voted to refer this item to the Planning Board for review and recommendation. The Planning Board discussed this item at their October Planning Board meeting and recommended approval of this amendment to the Land Development Code.

PRIOR ACTION:

September 15, 2016 - City Council referred item to the Planning Board

October 11, 2016 - Planning Board recommends amendment to the Land Development Code

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Sec_12_2_8 Medical Marijuana Commercial_Land_Use_Dist (002) rev
- 2) 10-11-16 - Planning Board Minutes - Medical Marijuana

PRESENTATION: No

Sec. 12-2-8. - Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, R-C and C-3.

- (A) *Purpose of district.* The commercial land use district is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed use development. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-2-82.

The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.

The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.

The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

(B) *Uses permitted.*

- (1) *C-1, retail commercial zoning district.* Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:
- (a) Retail sales and services.
 - (b) Motels/hotels.
 - (c) Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
 - (d) Car washes.
 - (e) Movie theaters, except drive-in theaters.
 - (f) Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
 - (g) Pet shops with all uses inside the principal building.
 - (h) Parking lots and parking garages.
 - (i) Pest extermination services.
 - (j) Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
 - (k) Business schools.
 - (l) Trade schools.
 - (m) Medical Marijuana Dispensary

- (n) Accessory buildings and uses customarily incidental to the above uses.
- (2) *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and Conditional Uses. The following uses with no outside storage or repair work permitted:
 - (a) Bars.
 - (b) Pool halls.
 - (c) Newspaper offices and printing firms.
 - (d) Marinas.
 - (e) Major public utility buildings and structures including radio and television broadcasting station.
 - (f) Amusement machine complex.
 - (g) Accessory buildings and uses customarily incidental to the above uses.
- (3) *C-2, commercial district (retail).* Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:
 - (a) Cabinet shops and upholstery shops.
 - (b) Electric motor repair and rebuilding.
 - (c) Garages for the repair and overhauling of automobiles.
 - (d) Bowling alleys.
 - (e) Skating rinks.
 - (f) Other recreation or amusement places operated for profit.
 - (g) Sign shop.
 - (h) Accessory buildings and uses customarily incidental to the above uses.
- (4) *C-3, commercial zoning district (wholesale and limited industry).*
 - (a) Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight (8) feet high at installation. Vegetation shall also be used as a screen and shall provide seventy-five (75) percent opacity. The vegetative screen shall be located on the exterior of the required fence.
 - (b) Outside kennels, runs or exercise areas for animals subject to regulations in section 12-2-54.
 - (c) Growing and wholesale of retail sales of trees, shrubs and plants.
 - (d) Bakeries, wholesale.
 - (e) Ice cream factories and dairies.
 - (f) Quick-freeze plants and frozen food lockers.
 - (g) Boat sales and repair.
 - (h) Outdoor theaters.
 - (i) Industrial Research laboratories and pharmaceutical companies
 - (j) Truck sales and repair.
 - (k) Light metal fabrication and assembly.
 - (l) Contractors shops.

- (m) Adult entertainment establishments subject to the requirements of chapter 7-3 of this Code.
 - (n) Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of one hundred ninety (190) degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
 - (o) Retail lumber and building materials.
 - (p) Warehouses.
 - (q) Plumbing and electrical shops.
 - (r) New car and used car lots, including trucks which do not exceed five thousand (5,000) pounds.
 - (s) Car rental agencies and storage, including trucks which do not exceed five thousand (5,000) pounds.
 - (t) Pawnshops and secondhand stores.
 - (u) Mini-storage warehouses.
 - (v) Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
 - (w) Accessory buildings and uses customarily incidental to the above uses.
- (C) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-2-82.

TABLE 12-2.7
REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	R-C, C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a twenty-foot (20') yard unless the two (2) districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width. Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10'.		
Maximum Building Height	No building shall exceed forty-five (45) feet in height at the property or setback lines. (See Note 1)	No building shall exceed one hundred (100) feet in height at the property or setback lines. (See Note 1)	
Lot Coverage Requirements (The maximum	Shall not exceed seventy-five (75) percent of the	Shall not exceed one hundred (100) percent of	Inside the dense business area: shall not exceed one

combined area occupied by all principal and accessory buildings)	total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed sixty-five (65) percent.	the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) in height, lot coverage shall not exceed ninety (90) percent.	hundred (100) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed ninety (90) percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed seventy-five (75) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed sixty-five (65) percent.
Maximum Density Multiple Family Dwellings	.35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: One hundred thirty-five (135) dwelling units per acre. Outside the dense business area: Thirty-five (35) dwelling units per acre.

Note 1: Three (3) feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of one hundred fifty (150) feet.

(D) Reserved.

(E) *Additional regulations.* In addition to the regulations established above in section 12-2-8(C), all developments within the commercial zoning districts will be subject to, and must comply with, the following regulations:

- Supplementary district regulations subject to regulations in sections 12-2-31 to 12-2-50.
- Off-street parking subject to regulations in Chapter 12-3.
- Signs subject to regulations in Chapter 12-4.
- Tree/landscape regulations subject to regulations in Chapter 12-6.
- Stormwater management and control of erosion, sedimentation and runoff subject to regulations in Chapter 12-9.
- Alcoholic beverages regulations subject to Chapter 7-4 of this Code.

(Ord. No. 25-92, § 1, 7-23-92; Ord. No. 6-93, § 6, 3-25-93; Ord. No. 29-93, § 6, 11-18-93; Ord. No. 3-94, § 4, 1-13-94; Ord. No. 44-94, § 1, 10-13-94; Ord. No. 33-95, § 2 (Exhibit 1), 8-10-95; Ord. No. 40-99, §§ 2, 3, 10-14-99; Ord. No. 17-06, § 1, 7-27-06; Ord. No. 11-09, § 1, 4-9-09; Ord. No. 13-12, § 1, 6-14-12; Ord. No. 12-13, § 1, 5-9-13; Ord. No. 40-13, § 1, 11-14-13; Ord. No. 01-16, § 1, 1-14-16)

PLANNING SERVICES

MINUTES OF THE PLANNING BOARD

October 11, 2016

MEMBERS PRESENT: Paul Ritz-Chairman, Nina Campbell, Danny Grundhoefer, Kyle Owens, Kurt Larson

MEMBERS ABSENT: Nathan Monk

STAFF PRESENT: Brandi Deese, Leslie Statler

OTHERS PRESENT: Ross Pristera, Dave Hemphill, Pearce Barrett, Drew Holmer, Juan C. Lemos, Ann Hill, Elizabeth Benchley, Della Scott-Ireton, William Lees, Christian Wagley, Ramie Gougeon, Dottie Dubuisson

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 13, 2016
- Review of Development Plan for 453 W. Main Street – Fish Hatchery
- LDC Amendment – Section 12-2-8 (Medical Marijuana Dispensary)
- Review of Historic Structures Prior to Issuance of Demolition Permit
- Draft Ordinance for Historic Structures
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:08 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the September 13, 2016 minutes, seconded by Ms. Campbell, and it carried unanimously.

Review of Development Plan for 453 W. Main Street – Fish Hatchery

The Florida Department of Environmental Protection has submitted a request for Site Plan approval for the Florida Fish and Wildlife Conservation Commission “Gulf Coast Marine Fisheries Hatchery & Enhancement Center.” This project is located on the southeast corner of the intersection of Clubbs and W. Main Streets and lies within the WRD, Waterfront Redevelopment District. Ms. Deese informed the Board the proposal was for preliminary and final site plan approval as well as aesthetic approval.

Chairman Ritz advised this Board has aesthetic jurisdiction for this district; the Board reviewed the project while Chairman Ritz described the project specifications and aesthetics. Ms. Deese clarified that the applicant wanted the Board to consider preliminary and final approval which was allowed by the Code.

Ms. Campbell asked if the Board typically reviews brick samples and final colors; Ms. Deese stated normally the boards other than ARB are not as specific in the material requirements but they could be required if the Board provided rationale for it.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

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Dave Hemphill, Project Manager, introduced Mike Marshall, Project Architect, Pearce Barrett, Project Representative for DEP, and Ross Pristera with the UWF Historic Trust.

Mr. Grundhoefer asked about the metal panels, and Mr. Marshall stated they were located above the roof except around the glass area where they are metal-panel fish scale pattern shingles, diamond-shaped in a scale pattern with greenish color. Mr. Grundhoefer suggested the fish scaling did not fit in the industrial/warehouse area of the city and asked if brick would be more appropriate. Mr. Marshall stated the entryway had originally been metal panels displaying an industrial aesthetic. Ms. Campbell appreciated the details, but had concerns with the north elevation. Mr. Marshall advised it was a two-story space with an elevator and designed for school groups and for those using the space for an educational opportunity. He explained the fish hatchery portion was not open to the public because of bio-security; however the second level allows them to view operations. He also stated there was a second floor science lab.

Mr. Grundhoefer questioned if the purpose of the clear story windows was to bring in natural light, and Mr. Marshall stated those windows were a part of the second floor observation platform which brings visitors down to the center of the building. Mr. Grundhoefer suggested using larger windows and spacing them differently. Understanding the hatchery was a large building, he suggested breaking up the expanse of the brick on the north elevation on Main Street.

Chairman Ritz questioned the windows looking in to the fish hatchery portion displaying a wave pattern, and Mr. Marshall stated it was designed to be appealing from the street and to grab attention. Chairman Ritz pointed out the industrial aesthetics within this area is transitional between the tanks and the stadium. Regarding the site plan, he did understand the bus access allowing for large turns.

Mr. Hemphill advised the finished floor would be 15 feet, with flood elevation at 7 plus 3, with the site as far as earthwork being very close to balance. On the east side is Washer Woman Creek, and their intent is not to touch that area except to cross with a pedestrian bridge which connects to Maritime Park. He advised the stormwater system was very shallow with a blue-green system, and they would save as many trees as possible. However, Clubb Street would have to be reworked to add a turnaround to accommodate the large trailers for fish transport.

Chairman Ritz asked about the hedge for screening around public parking spaces, and Mr. Hemphill stated due to the elevation, it might have to be relocated to the interior to allow parking to be seen.

He also stated the color of the brick on the building would match the color on the signage – light tan. The roof would be a galvalume, almost tin in color. Ms. Campbell appreciated the work going into the project, but was not sure of the fish scales and wave feature in the windows. It was determined the colors would be green, blue, and silver tiles with matte finish.

Ms. Deese advised there was a Code requirement to screen the parking spaces. Chairman Ritz addressed the second story classroom. Mr. Grundhoefer suggested there would be more continuity if the fish scales were wrapped around the west elevation.

Ms. Deese clarified that the site plan and aesthetic approval should be taken separately, and the Board should be specific in its suggestions or requirements.

After discussion, Mr. Larson made a motion to approve the site plan as presented for preliminary and final approval. Ms. Campbell seconded the motion.

Mr. Wagley addressed the Board. He offered that buildings provide a sense of enclosure and speak to the street; this building was more suburban and set back from the street, which is less desirable for the pedestrian. He felt the building should be brought forward and hide the parking. He also mentioned the Green Building Ordinance of 2012 requiring city-sponsored projects to follow the LEED or Florida Green Building Coalition standards. He stated that he has yet to see a city-sponsored project follow those guidelines. He also advised that the Pensacola Environmental Advisory Board reported there is little to no evidence of enhancement of fisheries from fish hatcheries.

Mr. Hemphill stated they did not want to place the parking on the water side of the building, and were giving the water side to the public; everything south of the building was meant to be public and viewed in

total from the Fish Hatchery to Maritime Park as one unit. Ms. Deese explained that the Code required the building to be set back 60 feet from the street.

Mr. Marshall stated they did not pursue LEED guidelines but used Energy Star Standards as the Green Building Standard which is acceptable in the state of Florida.

Ms. Campbell expressed the reason for not moving the primary structure closer to the street and moving the parking to the west was because of a grade issue. Mr. Barrett explained this project was a National Resource Development Project and was funded by funds received from British Petroleum; the building will belong to FWC with FDEP will handle the construction. The tank based hatchery portion of the building is stipulated to produce fingerling-size fish and would be the only hatchery of its type in the state. The left side is the administration portion, with the center portion open to the public. The aesthetic design has been reviewed by a citizen advisory committee with architects, city and county personnel, and stakeholders from the community; their meetings were open to the public as well.

Mr. Grundhoefer suggested the building be moved to the north, possibly 60 to 100 feet from the property line, and to bring a plan to the Board. **Ms. Campbell rescinded her motion, and it died for lack of a second.**

Ms. Campbell asked about the timeframe, and Mr. Hemphill stated plans were to be complete by the end of the year with permits in hand and ready for bids the first of the year.

Chairman Ritz was not offended by the location of the structure due to other buildings begin set far off Main Street, and as a pedestrian, there are areas where he walks which have a good distance between sidewalks and buildings.

Ms. Dubuisson felt the project was a wonderful plan and encouraged the Board unless they had a major issue, to allow the site plan as is. She believed they had very intricate pieces which had to be worked into this, including typography and the mitigation field; she approved the fact they had preserved the waterfront side for the public and asked the Board to move the project forward.

Mr. Grundhoefer then made a motion to not approve the site plan and have the developers bring the plan back to the Board pushing the building significantly closer to Main Street. The motion died for lack of a second. Ms. Campbell made a motion to accept the site plan and recommend comments taken accordingly: review building closer to Main Street, move parking to the west. Mr. Hemphill suggested making it more pedestrian/bike friendly by making a loop from Main Street into Maritime Park, out Whibbs Drive across the bridge, and coming around their building, making a two-mile loop. After discussion about stormwater, the comments were revised to pedestrian loop around the building, investigate the opportunity to move the building closer to Main Street but not required. It was asked if the Board considered increase in construction costs, and Chairman Ritz stated the Board was sensitive to that. Ms. Campbell restated her motion to approve preliminary and final development plan review for the Gulf Coast Marine Fisheries Hatchery & Enhancement Center with a provision that they investigate the building coming closer to Main Street, also they agree to expand the pedestrian and bike friendly loop around the building. It was seconded by Mr. Owens.

Chairman Ritz suggested an abbreviated review follow-up for final approval; **Ms. Campbell amended the motion to include an abbreviated review follow-up for final approval; the amendment was accepted and the motion carried 4 to 1 with Mr. Grundhoefer dissenting.**

Mr. Grundhoefer made a motion to approve the preliminary design with abbreviated review. Ms. Deese advised the Board that they could approve, approve with follow-up abbreviated review or deny the aesthetic approval but approving preliminary aesthetic review was not an option. **Mr. Grundhoefer amended his motion to include aesthetic approval with an abbreviated review follow-up required for three items: (1) break up of scale on the long north front face, (2) vertical panels be brick or other material compatible with the industrial site and not a metal panel, (3) windows on the clear story get larger and repeat the rhythm established on the structure. Ms. Campbell seconded the motion.**

Ms. Dubuisson commented she loved the building and the concept of the fish scales and waves and felt it was great that they separated the three uses. She felt whatever was placed out there would be successful. She pointed out that while the drive by does not look like old Pensacola, this is a whole new side of Pensacola. Ms. Deese restated the motion, and with no other discussion, **the motion carried unanimously.**

LDC Amendment – Section 12-2-8 (Medical Marijuana Dispensary)

During the September 15, 2016 City Council meeting, City Council approved a motion to refer to this Board for consideration a Land Development Code Amendment for Section 12-2-8 Commercial Land Use District. This proposed ordinance will add Medical Marijuana Dispensary to the list of permitted uses for the Commercial Land Use District.

Chairman Ritz explained this would be in a C-1 zone and asked if this would be affected by cumulative zoning. Ms. Deese clarified that this would open it up to C-2, C-3 and the industrial districts; staff has issued zoning verifications previously for two locations that are commercially zoned but considered them as pharmacies. However, there is concern that the November election could open it up to broader uses medically. Ms. Deese stated that staff has not received any calls from citizens on this issue. **Larson made a motion to approve the medical marijuana dispensary in C-1, and Mr. Grundhoefer seconded. With no input from the audience, the motion carried unanimously.**

Review of Historic Structures Prior to Issuance of Demolition Permit

During the September 13, 2016 Planning Board meeting, Planning Board discussed the current demolition process and lack of review and implementation of preservation standards and requirements. After reviewing several sample ordinances, gaining public input, and discussing the matter in detail, the Board directed staff to seek clarification from the original sponsor of this item (Councilmember Brian Spencer) in order to assist the Board with their deliberations. After speaking with Councilman Spencer, Ms. Deese stated his intent was not to create a new board; there was discussion that possibly the ARB could take the responsibility, but it did not seem like a good option because of the volume of work they receive. Councilman Spencer was comfortable with Planning Board taking on the responsibility. He requested Ms. Deese speak with Mr. Pristera to see how long and what it would cost to perform a citywide survey. An agenda item was added for consideration of the draft ordinance presented at a prior meeting as requested by the Board.

Chairman Ritz asked that the Board move to the Draft Ordinance agenda item and discuss that item first. The Board was in agreement.

Draft Ordinance for Historic Structures

Mr. Grundhoefer stated the draft document was a good document but was set up on the premise of establishing a Preservation Board; now that Councilman Spencer had indicated he did not intend to do that, it was not appropriate for the charge the Board was given.

Ms. Campbell asked when the Board has a topic having to do with historic demolition, that they have a format where Mr. Pristera would be available for that particular meeting to express his opinion. Chairman Ritz asked for a definition of a historic structure and asked for citizen input.

Elizabeth Benchley with UWF advised she keeps an eye out for archaeological resources when ordinances are being proposed and noted the end of the draft ordinance did address archaeology with no archaeologist to sit on the board. She offered archaeological sites evidence in downtown Pensacola lying under the city streets and buildings. She stated if the Board was to move forward with better historic preservation planning downtown, that they should incorporate archaeological resources as well. She encouraged the Board to include those involved in archaeology and history in its workshop discussion.

Mr. Grundhoefer clarified that since the Board was not developing a Preservation Board, some of the information that was developed by previous staff for the Board to review could be used to establish an

ordinance, however, the Board was not supporting this particular document and would be starting over with the help of UWF and the Historic Trust. Chairman Ritz offered the draft ordinance as it is written was inappropriate for Pensacola at this time.

Ms. Deese stated she would take a consensus that this was not the ordinance to consider. Chairman Ritz stated this ordinance was not what the Board wanted to see as a draft ordinance; consensus of the Board was unanimous.

Review of Historic Structures Prior to Issuance of Demolition Permit (continued)

Chairman Ritz explained he did not have a clear picture of what a historic structure was, and it was a topic the City of Pensacola needed to address. Mr. Grundhoefer pointed out in Councilman Spencer's request, the Board needed to develop an ordinance that addresses demolition permits and felt a workshop should be scheduled first to allow input from UWF and the Historic Trust; that language would be placed into the ordinance so that it is comprehensive, with the Board using their invaluable resources.

Chairman Ritz explained whoever comes before the City to request a demolition permit, if the Board should write an ordinance committing other resources, we need to make sure those resources are verified. He pointed out the consensus of the Board was to create an informational workshop, possibly followed by an additional workshop where more concrete language is placed in an ordinance, leading into an agenda item for demolition permits and historic structures. Ms. Campbell suggested that the Board encourage Councilman Spencer to participate in the second workshop.

Ms. Deese reminded the Board there was a workshop held in August on this topic and staff had requested input, and Mr. Larson was the only Board member to provide information. Mr. Grundhoefer offered to draft an ordinance with some of the language which the Board could address and revise. Ms. Deese advised that once there is an ordinance, you still need an inventory. Mr. Grundhoefer suggested that information could be provided by Mr. Pristera.

Mr. Pristera with the Historic Trust stated Councilman Spencer asked him to present a proposal in May for the current historic districts. He indicated there were roughly 1800 properties, and the request was not to perform an extensive survey but re-photograph, document what has been torn down, what was new, and any significant changes to buildings. He performed a survey on Intendencia Street from Tarragona three blocks going east which encompassed 70 properties and it took approximately one hour in the field and six hours in the office for processing and comparing to current records using the existing information. He suggested when going into a citywide survey, a consultant might be necessary, and the Historic Trust could manage the records afterwards.

Mr. Larson said after the process has begun, they could prioritize the properties for demolition versus the age of the structures. Mr. Pristera suggested the workshop would establish what makes a property historic – determining age, historical events and cultural relevance. Mr. Grundhoefer pointed out the age could place it into a category for review with Building Inspections.

Ms. Hill questioned the need for a citywide survey since the historic districts were already under the purview of the ARB and felt the real need was to review the areas outside those districts.

Ms. Benchley pointed out the State of Florida has a wonderful preservation program and a grants program for surveying. She suggested having the Historic Trust partner with the City to have the work performed. She indicated there was lots of money at the state level for historic preservation planning.

Ms. Dubuisson felt the Board needed to start from scratch on what is worth preserving in Pensacola - what does it look like, what process do we come to as a consensus of it being of value to the community, whether it be architectural, historical, site significant, individual related, etc. She suggested maybe a task force could come up with the criteria using standards from other communities. The sooner the criteria was identified, the sooner there could be consensus.

Chairman Ritz indicated the consensus of this meeting was the scheduling of two workshops, one informational and one directional, with Mr. Grundhoefer creating a draft ordinance. Ms. Deese offered to

gain input from the Board on a specific date for the first workshop which would include Ms. Benchley and Mr. Pristera. She indicated a 72-notice would be required for attendance and room availability. The Board preferred a date in October.

Open Forum – None.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:55 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'B. Deese', with a long horizontal line extending to the right.

Brandi C. Deese
City Planner
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00261

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor
City Council Member Jewel Cannada-Wynn

SUBJECT:

Disposition of City Owned Property at 113 North "C" Street (Former Blount School)

RECOMMENDATION:

That the City Council declare as surplus the property located at 113 North "C" Street (Parcel ID number 00-0S-00-9080-001-018), and authorize the Mayor to dispose of the property through a Request for Proposals.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On September 20, 2011, the City acquired and subsequently demolished, the Former Blount School building for the purpose of developing infill housing, utilizing Community Development Block Grant (CDBG) funds. The property is 2.65 acres and zoned R-1A for medium density residential land use. Redevelopment of this property will include single family, market based housing with a parklike amenity and storm water enhancement. Design of the homes will be developed to fit the character of the neighborhood but enhance the housing product and provide for increased private sector reinvestment. Specifics for this zoning and land use are cited in the Land Development Code Section 12.2.4. The Request for Proposals will include design considerations and staff review to meet these goals. Closure on the sale of the property could be held until a mutually satisfactory design is developed.

PRIOR ACTION:

September 08, 2011 - Council approved acquisition of the property located 113 North "C" Street.

March 22, 2012 - City Council approved the Interlocal Agreement with Escambia County providing for the assisted demolition/clearance of the Old Blount School Property.

June 14, 2012 -City Council approved the award of bid for the demolition of the former Blount Middle School.

FUNDING:

N/A

FINANCIAL IMPACT:

Development of the property will benefit the Westside Redevelopment Area tax increment financing revenue. Costs associated with the sale of the property such as appraisals and closing costs will be reimbursed from the proceeds of the property sale. The remaining proceeds will fund the infrastructure improvements for the development of the property. Should the development of the property not meet the CDBG criteria of 51% of the units at 80% area median area income, the CDBG Fund is required to be reimbursed an amount equal to the current appraised value of the property.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator

ATTACHMENTS:

- 1) Blount Location Map
- 2) Council Property Disposition Policy
- 3) Report of Council Action, Property Acquisition - 113 North C Street

PRESENTATION: No

113 N C St



Date: 8-18-2011

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any other use than that for which it was collected.



940

Feet

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POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY -

Adopted by Council Action January 13, 2000. Revised November 21, 2002 & September 13, 2007;
Amended by Resolution August 21, 2010 effective Noon, January 10, 2011

The following guidelines apply to the disposition (by sale or lease) of City-owned property other than at the airport or port.

Types of Disposal by Sale or Lease

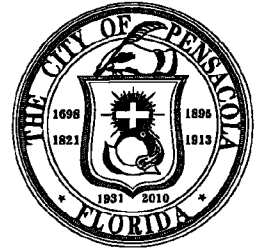
- A. Open Bid
- B. Request for Proposal (R-FP)
- C. Direct Negotiation
- D. Economic Development Option

Process

1. The Mayor identifies City property as surplus or otherwise available for disposal, utilization or development and recommends to City Council through the appropriate committee a method of transaction (open bid, RFP, direct negotiation or economic development direct negotiation).
2. City Council confirms property availability and determines the transaction method as outlined below.
3. Open Bid Option:
 - Obtain appraisal.
 - Notify property owners within 300 foot radius
 - Prepare bid specifications.
 - Accept public sealed bids.
 - Council accepts or rejects bid.
4. RFP Option:
 - Obtain appraisal.
 - Notify property owners within 300 foot radius.
 - Identify development or utilization criteria based on comprehensive plan, master plans, economic or market conditions, impact on adjacent neighborhoods, neighborhood input, and physical characteristics of property.
 - Prepare RFP requirements and specifications.
 - Accept public sealed proposal(s).
 - Council accepts or rejects proposal(s).
5. Direct Negotiation Option:
 - Obtain appraisal (unless property is of little or no value).
 - Notify property owners within 300 foot radius.
 - Administration negotiates agreement.
 - Council accepts or rejects bid.

6. Economic Development Option:

- Obtain appraisal (unless property is of little or no value).
- Notify property owners within 300 foot radius.
- Minimum Qualifying Criteria:
 - Will result in the creation of new jobs in the City, and
 - Will substantially enhance the economic health of the City by creating jobs with an average salary of at least 130% of average annual Pensacola MSA Wages according to the Florida Agency for Workforce Innovation, and
 - The new jobs created are in a Qualified Targeted Industry (QTI) approved by the Florida Office of Trade, Tourism and Economic Development as prescribed in F.S. 288.106, and
 - The company that will benefit from the sale or lease of publicly-owned land must demonstrate that over 50 percent of its annual sales revenue is generated from outside of the Pensacola MSA.
 - Administration negotiates agreement.
 - Council accepts or rejects agreement/offer.



REPORT OF COUNCIL ACTION

OFFICE OF THE CITY CLERK

September 8, 2011

Agenda Item: 11B

Subject: **PROPERTY ACQUISITION - 113 NORTH "C" STREET**

Ordinance #: _____

Action Taken:

☒ Approved by Council ☐ Motion Failed ☐ First Reading ☐ Second Reading

Referred To:

☐ Staff ☐ Other ☐ Committee

Council Member	Action				
	Absent	Motion	Second	Yes	No
Maren DeWeese - Chair			✓		
Sam Hall			✓		
John Jerralds			✓		
Larry B. Johnson	✓				
Sherri Myers			✓		
Megan B. Pratt			✓		
Brian Spencer			✓		
Ronald P. Townsend			✓		
P.C. Wu - Vice Chair			✓		

Copies: ☒ Council File ☐ Municipal Code

Report of Consent Agenda

September 8, 2011

Item 11



Members Present: DeWeese, Hall, Jerralds, Myers, Pratt, Spencer, Townsends, and Wu.

Members Absent: Johnson

All Items Passed Unanimously in Committee of the Whole – September 6, 2011

CONSENT AGENDA

A. REPORTING OF EXECUTED CITY CONTRACTS AND EXPENDITURES OVER \$25,000

That City Council adopt the resolution for reporting of executed City contracts and expenditures over \$25,000.

B. PROPERTY ACQUISITION – 113 NORTH “C” STREET

That City Council approve the acquisition of the property located at 113 North “C” Street at a purchase price not to exceed \$225,000.00, plus closing costs estimated at approximately \$25,000.00, contingent upon 1) Seller conveying to the City of Pensacola by Warranty Deed free and clear of any liens and encumbrances arising during ownership of the Seller, excepting those arising from City of Pensacola recorded code enforcement fines and liens which will be forgiven upon the City obtaining ownership; and 2) approval by the U.S. Department of Housing and Urban Development (HUD) of the Community Development Block Grant (CDBG) Program amendment and reallocation of CDBG funds to a new activity, Westside Neighborhood Improvements.

C. AMENDMENT TO ESCAMBIA CONSORTIUM FIVE YEAR (FY2005-2010) CONSOLIDATED PLAN AND FY2005 THROUGH FY2010 ANNUAL PLANS FOR THE CITY OF PENSACOLA’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

That City Council approve the proposed amendment to the Escambia Consortium Five Year (FY2005-2010) Consolidated Plan and Fiscal Years 2005 through 2010 Annual Plans for the City of Pensacola’s Community Development Block Grant (CDBG) Program and reallocate funds to a new CDBG activity, Westside Neighborhood Improvements.

D. ORDINANCE AMENDMENT – SANITATION FEES AND CHARGES

That City Council approve the proposed amendment to Section 4-3-97 of the Code of the City of Pensacola adjusting the monthly fee for garbage, recycling and yard trash collection to \$22.80 per month.

E. ORDINANCE AMENDMENT – COMMERCIAL SOLID WASTE FRANCHISE FEES

That City Council approve the proposed amendment to Section 4-3-105 of the Code of the City of Pensacola adjusting the commercial solid waste franchise fees.

COMMITTEE MEMORANDUM

September 6, 2011



Members: Maren DeWeese, P.C. Wu, Sam Hall, John Jerralds, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, Ronald P. Townsend

FROM: Ashton J. Hayward, III, Mayor *AWH/ASH*

SUBJECT: Property Acquisition – 113 North “C” Street (Old Blount School Property)

RECOMMENDATION:

That City Council approve the acquisition of the property located at 113 North “C” Street at a purchase price not to exceed \$225,000.00, plus closing costs estimated at approximately \$25,000.00, contingent upon 1) Seller conveying to the City of Pensacola by Warranty Deed free and clear of any liens and encumbrances arising during ownership of the Seller, excepting those arising from City of Pensacola recorded code enforcement fines and liens which will be forgiven upon the City obtaining ownership; and 2) approval by the U.S. Department of Housing and Urban Development (HUD) of the Community Development Block Grant (CDBG) Program amendment and reallocation of CDBG funds to a new activity, Westside Neighborhood Improvements.

SUMMARY:

The property, formerly known as the “Blount School”, encompasses the entire City block between “C” and “D” Streets and Gregory and Chase Streets. The property, which includes two buildings, has been abandoned for many years and has created a sense of disinvestment and a destabilizing influence on surrounding residential neighborhoods.

On April 14, 2009, due to conditions that posed a serious threat to public health, safety and welfare, Blount Redevelopment, LLC, owner of subject property, was officially assessed a fine by the City of Pensacola. The initial fine of \$50.00 per day was increased on June 8, 2011 to \$250.00 per day. As of August 17, 2011, outstanding City liens total \$56,700.00. The City will accept the property with recorded City of Pensacola code enforcement liens which will be forgiven once the City obtains ownership.

In conjunction with the City’s Westside Neighborhood Plan, acquisition of this property will initiate the elimination of an extremely blighted urban core property. Phase II of the CDBG Westside Neighborhood Improvement Project in fiscal year 2012 will include demolition and removal of current structures on the property to provide for future development opportunities.

PRIOR ACTION: None

FUNDING:	Budget:	\$222,713.00 CDBG Funds
	Actual:	\$222,713.00 CDBG Funds

FINANCIAL IMPACT:

Funding in the amount of \$222,713.00 is available from reallocation of funds from completed prior years CDBG projects/activities. Remaining funding estimated to be approximately \$25,000.00 will come from other City sources.

STAFF CONTACT:

William H. Reynolds, City Administrator
Pat Hubbard, Housing Director

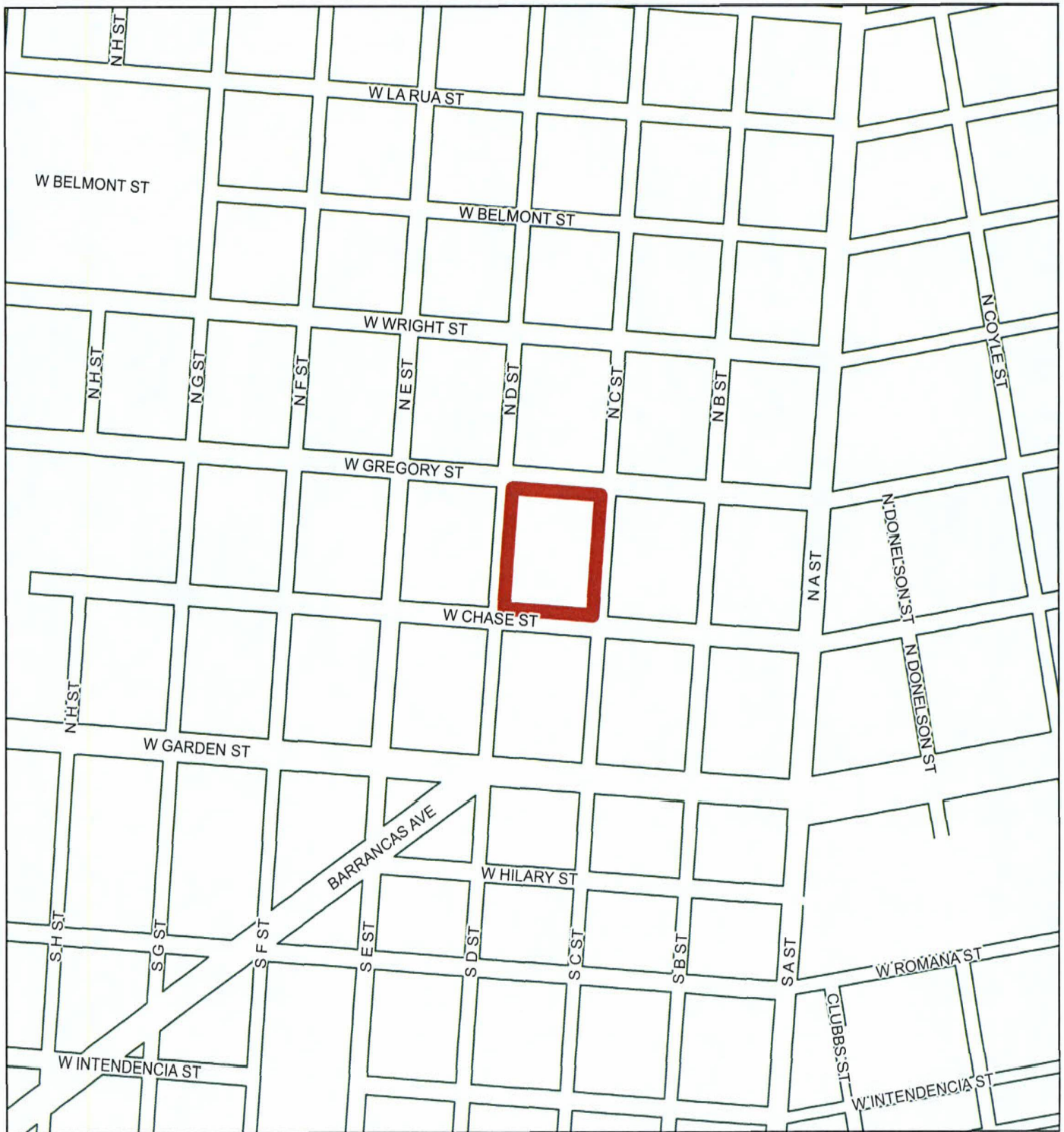
ATTACHMENTS:

- 1) Site Maps
- 2) Property Photographs
- 3) Sales Contract

PRESENTATION:

No.

113 N C St



Date: 8-18-2011

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any other use than that for which it was prepared.



940

Feet

N



113 N C St



Date: 8-18-2011

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



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Feet

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COMMERCIAL SALES CONTRACT

CITY OF PENSACOLA

PARTIES:

The CITY OF PENSACOLA ("BUYER") agrees to buy and
BLOUNT REDEVELOPMENT, LLC ("SELLER") agrees to sell the
following property upon the following terms and conditions:

1. **DESCRIPTION:**

Street Address: 113 NORTH "C" STREET, PENSACOLA, FLORIDA

Legal Description: Attached hereto as Exhibit A and subject to verification by survey, and the following personal property: None (all collectively referred to as the "Property").

2. **PENSACOLA CITY COUNCIL APPROVAL REQUIRED:**

Regardless of the execution of this Contract, this Contract is expressly contingent upon final, formal approval of the City Council of the City of Pensacola for the purpose of acquiring the Property for development as a Community Development Block Grant (CDBG) project. It is anticipated that this Contract will be presented to the City Council of the City of Pensacola on September 8, 2011.

3. **TIME FOR ACCEPTANCE AND EFFECTIVE DATE:** The Effective Date of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence of this Contract. Time periods of five (5) days or less shall be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day. Due to CDBG program requirements, in no event shall closing occur later than September 30, 2011.

4. PURCHASE PRICE:	\$225,000.00
a) Deposit to be held in escrow by ESCROW AGENT, upon acceptance.....	\$ 0.00
b) LESS: Additional deposit to be made within <u>N/A</u> days from Effective Date	\$ N/A
c) LESS: Total mortgages.....	\$ <u>N/A</u>
d) Balance to close, subject to adjustments and pro-rations, to be made with cash, locally drawn certified or cashier's check or wire transfer.....	<u>\$225,000.00</u>

City of Pensacola
Commercial Sales Contract

- 1 -

Initials: Seller [Signature] Buyer AH

ORIGINAL

5. **TITLE:**

SELLER has the legal capacity to and shall convey marketable, clean and clear title to the Property by statutory warranty deed, free of any clouds on the title, including but not limited to any claims, legal actions or proceedings, easements and encumbrances, covenants, restrictions, or public utility easements of record, or liens with the sole exception of recorded City of Pensacola liens, and free of any other matters to which title may be subject, and anything which may prevent the BUYER'S intended use of said property as a Community Development Block Grant ("CDBG") Project. Property taxes on the Property shall be prorated for the year 2011 through the closing date.

a) **EVIDENCE OF TITLE:** BUYER shall, at ___ SELLER'S X BUYER'S expense, and not later than fifteen (15) days prior to the Closing Date, obtain a title insurance policy by a Florida licensed title insurer and, upon BUYER recording the deed, an ALTA owner's policy in the amount of the purchase price for fee simple title subject only to an exception of recorded City liens on the Property. BUYER shall, within seven (7) days from receipt of the commitment, deliver written notice to SELLER of title defects. Title shall be deemed acceptable to BUYER if (1) BUYER fails to deliver proper notice of defects, or (2) BUYER delivers proper notice and SELLER cures the defects within fifteen (15) days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing shall occur within ten (10) days from receipt by BUYER of such curing. SELLER may elect not to cure defects if SELLER reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, BUYER shall have ten (10) days from receipt of notice of SELLER'S inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. (If the BUYER needs a title commitment during the Inspection Period, the BUYER may have one prepared at its expense.)

b) **SURVEY:**

i) SELLER shall, within five (5) business days from Effective Date, deliver to BUYER copies of pertinent documents that SELLER has in its possession, including but not limited to: leases, surveys, plans, specifications and engineering documents for the subject property, *if any*, in SELLER'S possession.

ii) BUYER shall, at BUYER'S expense and within the Inspection Period, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property, or that the improvements encroach on the lands of another, such encroachments shall constitute a title defect to be cured within the Curative Period.

c) **INGRESS AND EGRESS:** Intentionally Left Blank.

d) **POSSESSION:** SELLER shall deliver possession and keys for all locks and alarms to BUYER at closing.

[Signature]
Dunk
[Signature]

6. **CLOSING DATE AND PROCEDURE:**

This transaction shall be closed on or before September 30, 2011, in Escambia County, Florida. BUYER shall designate the Closing Agent. BUYER and SELLER shall, within five (5) days from the expiration of the Inspection Period as referenced in Paragraph ___ hereunder, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day and closing procedures shall control over any contrary provisions in this Contract.

a) **COSTS:**

i) BUYER shall pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the new deed. BUYER shall pay documentary stamps on the deed. If a septic tank inspection is required, BUYER will pay the required fee to the Department of Health and arrange for said inspection prior to closing. If SELLER is obligated to discharge any encumbrance at or prior closing and fails to do so, BUYER may use purchase proceeds to satisfy the encumbrances.

ii) SELLER shall pay recording fees for any documents needed to cure title defects.

b) **DOCUMENTS:**

i) SELLER shall provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agreement. If any tenant refuses to execute an estoppel letter, SELLER shall certify that information regarding the tenant's lease is correct. If SELLER is a corporation, SELLER shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms either the requirements of local law. SELLER shall transfer security deposits to BUYER.

ii) BUYER shall provide the closing statement, mortgages and notes, security agreements and financing statements.

c) **TAXES, ASSESSMENTS, AND PRORATIONS:**

The following items, as applicable, shall be made current and prorated as of Closing Date: real estate taxes, property taxes, bond and assessment payments assumed by BUYER, interest, rents, association dues, and assumable insurance premiums acceptable to BUYER. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. SELLER is aware of the following assessments affecting or potentially affecting the Property: recorded City of Pensacola liens and 2011 Property Taxes

BUYER shall be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case SELLER shall be obligated to pay the entire assessment.

- d) **FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires BUYER to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service if SELLER is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and BUYER does not have cash sufficient at closing to meet the withholding requirement, SELLER shall provide the necessary funds and BUYER shall provide proof to SELLER that such funds were properly remitted to the I.R.S.

7. **ESCROW:** There is no deposit to be held in Escrow.

8. **PROPERTY CONDITION:**

BUYER shall take possession of the Property in its current condition as of closing "AS IS". SELLER shall deliver the Property to BUYER at the time agreed in its present "as is" condition, ordinary wear and tear accepted, and shall maintain the Property in its current condition until closing. SELLER makes no warranties other than marketability of title. By accepting the Property "as is", BUYER waives all claims against SELLER for any defects in the Property. **BUYER PROHIBITS SELLER FROM SALVAGING ANY MATERIALS OUT OF THE BUILDING.**

9. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** SELLER shall take no action with regard to the Property which would adversely impact the Property.

10. **ATTORNEY'S FEES AND COSTS:** In connection with any litigation, action, claim or proceedings arising out of this Contract, the prevailing party shall be entitled to attorney's fees and costs from the losing party.

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

12. **STATE LAW APPLICATION:** The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this contract.

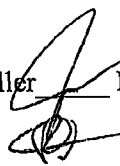
13. **ARBITRATION:** This contract is not subject to arbitration.

City of Pensacola
Commercial Sales Contract

- 4 -

Initials: Seller

Buyer



Sum
R

14. BROKERS:

Neither BUYER nor SELLER has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

a) Listing Broker: **NAI Halford, who is an agent of the SELLER**
and who will be compensated by SELLER as per the terms of separate listing agreement with SELLER.

b) Cooperating Broker: _____
And who will be compensated by SELLER

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. SELLER agrees to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorney's fees, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) any duty accepted by Broker at the request of SELLER, which duty is beyond the scope of services regulated by Chapter 475, F.S., or (3) recommendations of services provided and expense incurred by any 3rd party whom Broker refers, recommends or retains for or on behalf of SELLER.

15. ASSIGNABILITY; PERSONS BOUND: This contract is not assignable.

16. MISCELLANEOUS:

a) The terms of this Contract constitute the entire agreement between BUYER and SELLER. Modifications to this Contract shall not be valid or binding unless in writing and executed by the party to be bound. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this Contract and any initials or signature thereon shall be deemed as original. This Contract shall be construed under Florida law. Delivery of any written notice to any party's agent shall be deemed delivery to that party.

b) **THE CLOSING ON SUBJECT PROPERTY IS CONTINGENT ON CLEAR TITLE, EXCEPT AFOREMENTIONED CITY LIENS**

c) **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

d) **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. BUYER AND SELLER ARE ADVISED TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL, TAX, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE.**

City of Pensacola
Commercial Sales Contract

- 5 -

Initials: Seller _____ Buyer _____



DWM


e) **CONFIRMATION OF RESPONSIBILITY FOR CLOSING COSTS (As Applicable):**

	SELLER	BUYER
Title Insurance (Owner Policy)	_____	<u>X</u>
Doc Stamps on Deed	_____	<u>X</u>
Doc Stamps on Note	_____	<u>X</u>
Broker Fees: 5% of Sales Price	_____	<u>X</u>
Septic Tank Inspection:	<u>N/A</u>	<u>N/A</u>
Appraisal	_____	<u>X</u>
Recording Fees	_____	<u>X</u>
Title Insurance (Mortgagee Policy)	<u>N/A</u>	<u>N/A</u>
Intangible Tax on Mortgage	<u>N/A</u>	<u>N/A</u>
Survey	_____	<u>X</u>
Phase I Environmental	_____	<u>X</u>
Lender's Fees	<u>N/A</u>	<u>N/A</u>

In the event of any conflict between this confirmation and the terms written otherwise within this Sales Contract, this check list shall prevail.

f) **DEPOSIT RECEIPT: N/A**

g) **OFFER:** together with Addendum 1, attached
 BUYER offers to purchase the Property on the above terms and conditions./ Unless acceptance is signed by SELLER and a signed copy delivered to BUYER or BUYER's Broker no later than 4:00 P.M., Central Daylight Time, on _____, BUYER may revoke this offer.

Date: _____ BUYER: _____ Tax ID: _____
 Printed Name: _____ Phone: _____
 Title: _____ Fax: _____
 Address: _____ E-Mail: _____

h) **ACCEPTANCE:**

SELLER accepts BUYER'S offer and agrees to sell the Property on the above terms and Conditions, subject to any signed Addendum or initialed changes included herein. Should the Listing Agreement that was in effect as of the signing of this Sales Contract expire while the Contract is valid, the terms and conditions of said Listing Agreement will continue in full force and effect through termination, either through closing or otherwise, of this Contract and any extensions thereof.

City of Pensacola
 Commercial Sales Contract

- 6 -

Initials: Seller _____ Buyer AK

DWM
 AK

Date: 8-17-11

SELLER: Blount Redevelopment Tax ID: 20-1689265

Printed Name: John M. O'Neill III Phone: 850-554-7489

Title: Mayor Fax: 850-484-3586

Address: 8500 Fowler Ave E-Mail: MIKE@KT3SUPPLYCO.COM
Pensacola FL 32534

IN WITNESS WHEREOF, the City and Blount Redevelopment LLC have executed this Sales Contract on the _____ day of _____, 2011.

BUYER
CITY OF PENSACOLA

By: [Signature]
Ashton J. Hayward, III, Mayor

Attest

Ericka L. Burnett, City Clerk

SELLER:
BLOUNT REDEVELOPMENT LLC

By:

[Signature]
by [Signature]
as attorney for
Blount Redevelopment LLC

Witnesses:

[Signature]
Signature

Sharon Regan (as to [Signature])
Print

Signature

Print

Approved as to content:

[Signature]
Housing Director

Approved as to form and

Execution:

[Signature]
City Attorney

City of Pensacola
Commercial Sales Contract

Initials: Seller [Signature]

Buyer [Signature]

EXHIBIT 'A'
Legal Description
(subject to survey)

General Information

Reference: 000S009080001018
Account: 152475000
Owners: BLOUNT REDEVELOPMENT LLC
Mail: 7465 N PALAFOX ST
PENSACOLA, FL 32503
Situs: 113 N C ST
Use Code: STORE/OFFICE/SFR ☒
Taxing Authority: PENSACOLA CITY LIMITS

Legal Description

LTS 1 TO 30 BLK 18 MAXENT TRACT OR 5503 P 28 CA 104

Property Description

Approx Acreage: 2.63
Zoned: R-1A

Initials: Seller _____ Buyer AK

ADDENDUM TO COMMERCIAL SALES CONTRACT CITY OF PENSACOLA

This Addendum Number 1 to the Commercial Sales Contract City of Pensacola dated _____, 2011 is agreed between the SELLER, Blount Redevelopment LLC, and the BUYER, City of Pensacola, and upon execution by both parties, the terms of this Addendum shall supercede and control over any contrary or inconsistent terms that may be contained in the prior terms of the parties' agreement.

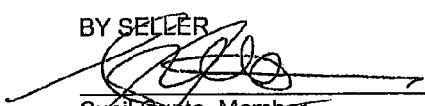
EXHIBITS to this Addendum:

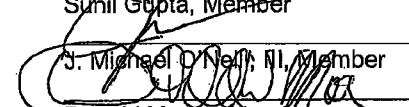
- Exhibit "A": Policy of Title Insurance No:OPM-2956309 effective October 4, 2004
- Exhibit "B": Survey of L.E. Shontz dated October 12, 2004
- Exhibit "C": Warranty Deed dated October 1, 2004 recorded at ORB 5503 Page 28
- Exhibit "D": Cohen Deed dated February 10, 1921
- Exhibit "E": Shipley, Ross, DeArmon Deed dated February 2, 1938
- Exhibit "F": Order foreclosing interest of Goldie E. Adams and Cecelia Adams dated June 26, 1928; and
- Exhibit "G": Order of Dismissal dated February 21, 1938

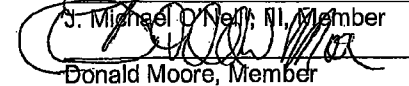
1. Code Enforcement Liens. The Property shall be conveyed by the SELLER to BUYER by Warranty Deed free and clear of liens and encumbrances arising during the ownership of the SELLER excepting those arising as a result of the City of Pensacola code enforcement liens, responsibility for which shall be assumed and become the responsibility of BUYER after closing.
2. Title Evidence. Title evidence of the SELLER is shown in Exhibits "A", "B", and "C", attached hereto. SELLER has also provided copies of its research and documentation concerning the exceptions listed and numbered 7, 8, and 9 in Schedule B of Exhibit "A" to the BUYER. Because each of the exceptions listed and numbered 7, 8, and 9 in Schedule B of Exhibit "A" is at least 70 years old and pre-dates the ownership of the Escambia County School Board (the most recent interest being 1938), the records indicating that such exceptions appear to be precluded by lost instruments or operation of law, the BUYER accepts the title of the SELLER together with the disclosed exceptions that are listed as number 7, 8, and 9 in Schedule B of Exhibit "A"
3. Survey. SELLER provides to BUYER a copy of Exhibit "B" to assist BUYER and makes no further warranty or representation in connection therewith.
4. Inspection Period. SELLER agrees that BUYER shall have full access to the Property upon execution of the Commercial Sales Contract City of Pensacola and any Addenda to commence its due diligence and to make full inspection of the Property, to obtain its title commitment, its survey, and any other professional inspections that BUYER may desire, during which time SELLER shall make no alterations to the Property. During this Inspection Period all city code enforcement liens shall be deemed suspended and shall not accrue. After formal approval of the City Council of the City of Pensacola, BUYER shall, within three (3) business days thereafter, notify SELLER of any issues that preclude Closing. Thereafter all inspection contingencies will be deemed satisfied or waived under the agreement.
5. Property Taxes and Broker Fees. At closing, proceeds of the sale due to SELLER shall be reduced only by brokerage fees payable by SELLER and prorated 2010 property taxes payable by SELLER.
Upon closing of the sale of the Property, SELLER's liability for City of Pensacola code enforcement liens on the Property shall be deemed to be simultaneously terminated, and the risk of loss or destruction of Property under any and all policies of insurance and otherwise, shall thereupon shift to the BUYER.

The parties' agreement shall be binding on the parties hereto, their successors, heirs and legal representatives. DATED THIS _____ DAY OF _____, 2011.

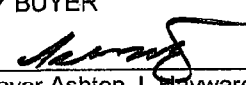
BY SELLER


Sunil Gupta, Member

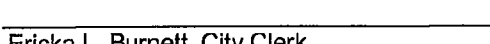

J. Michael O'Neil, III, Member


Donald Moore, Member

BY BUYER


Mayor Ashton J. Hayward, III

Attest:


Ericka L. Burnett, City Clerk


ORIGINAL

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

S E R I A L

OPM -

2956309



Attorneys' Title Insurance Fund, Inc

OWNER'S POLICY Schedule A

Policy No.:
OPM-2956309

Effective Date:
October 4, 2004 @ 11:00 PM

Agent's File Reference:
Blount Redev

Amount of Insurance: \$100,000.00

1. Name of Insured: Blount Redevelopment, L.L.C., a Florida limited liability company
2. The estate or interest in the land described herein and which is covered by this policy is a Fee Simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records 5503, Page 28, of the Public Records of Escambia County, Florida.
3. The land referred to in this policy is described as follows:

Lots 1 to 30, both inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906, O.R. Book 4058, page 934 CA 104, Public Records of Escambia County, Florida.

Agent No.: 28878

Issuing Agent:

Attorneys' Title Insurance Fund, Inc
P.O. Box 628600
Orlando, FL 32862-8600
Wm. Rod Mitchell


Agent's Signature
Ford MacConnell
Vice President - ATIF - Claims

Attorneys' Title Insurance Fund, Inc

OWNER'S POLICY Schedule B

Policy No.:
OPM-2956309

Agent's File Reference:
Blount Redev

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Subject to any interest of Violet Adams Shipley, Betty Adams Ross, H. C. Ross, Jeanne Adams DeArmon & Benjamin DeArmon and their heirs and assigns. *Dec'd 1938*
8. Subject to any interest of Goldie Eulalie Adams and Cecelia Adams and their heirs and assigns. *ORDER 1928*
9. Subject to any interest of Theresa Cohen and A. M. Cohen and their heirs and assigns. *Dec'd 1921*

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9

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy;
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

Following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument
- (f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed

I may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to provide for the defense of any action or proceeding, the Fund shall secure to The Fund the right to so prosecute or provide assistance in the action or proceeding, and all appeals therein, and at The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) by any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund; a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall learn the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the property or other matter insured against by this policy which constitutes the basis for loss or damage and shall state, to the extent possible, the basis for calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

The insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after the date of policy, which reasonably pertain to the loss or damage. If requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in its custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this section shall terminate any liability of The Fund under this policy as to the claim.

Options To Pay or Otherwise Settle Claims; Termination of Liability

In the event of a claim under this policy, The Fund shall have the following additional options:

To Pay or Tender Payment of the Amount of Insurance.

Upon tender payment of the amount of insurance under this policy with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of tender or tender of payment and which The Fund is obligated to

be exercised by The Fund of this option, all liability and obligation under this policy, other than to make the payment tendered, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be voided to The Fund for cancellation.

To Pay or Otherwise Settle With Parties Other than the Insured or the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the event of an insured claimant any claim insured against under this policy together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by his policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

4 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNERS
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA

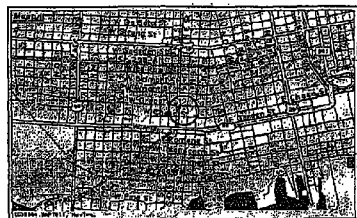


For information about coverage or assistance in resolving complaints, call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32812
(407) 240-3863 • (800) 336-3863

Bernberg No. 6208

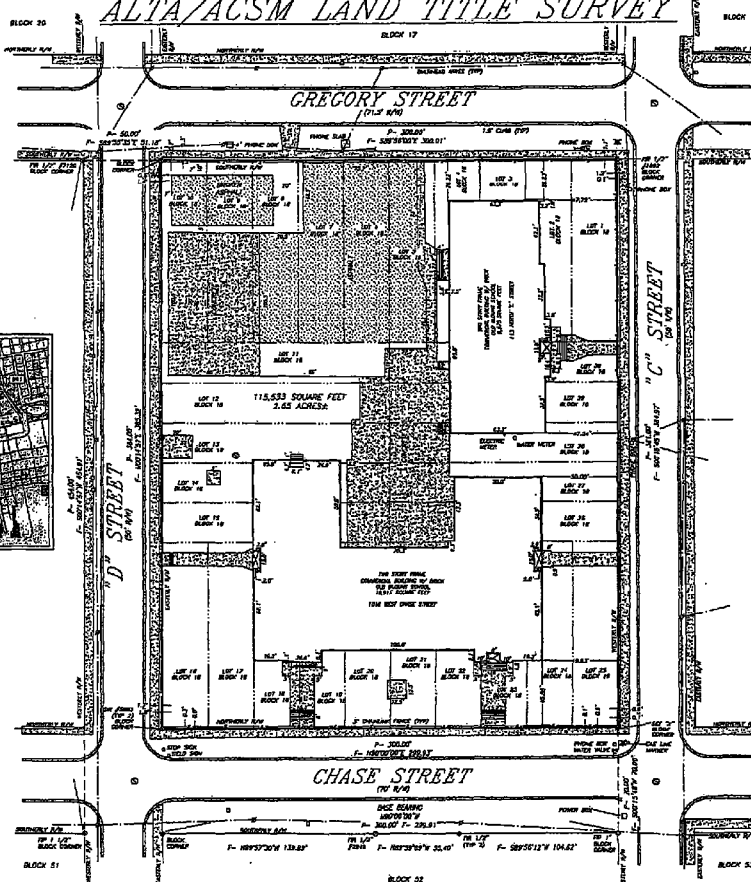
EXHIBIT



LEGEND
 ○ MANHOLE COVER
 ■ POWER POLE
 — GUY WIRE
 * FIRE HYDRANT
 = WATER METER

NOTE:
NO ELEVATION WORK WAS PERFORMED BY THIS SURVEYOR

DESCRIPTION:
LOTS 1 TO 30, BOTH INCLUSIVE, BLOCK 18, MAXENT TRACT,
CITY OF PENSACOLA, ACCORDING TO MAP OF SAID CITY
COPYRIGHTED BY THOMAS G. WATSON IN 1908.



CERTIFICATION:
 TO ELIZABETH REDEVELOPMENT, LLC AND ATTORNEY'S TITLE INSURANCE FUND:
 IT IS HEREBY CERTIFIED THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH
 IT IS BASED WERE MADE IN ACCORDANCE WITH MINNESOTA STANDARD DETAIL
 REQUIREMENTS FOR SURVEYS OF LAND, AS ADOPTED BY THE BOARD OF
 SURVEYORS AND ADAPTED BY ALTA, ACORN AND NPS IN 1999, AND INCLUDES ITEMS 1,
 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 18 OF TABLE A
 HEREON, AND THAT THE AGGREGATE ACCURACIES AS ADVERTISED BY ALTA,
 ACORN, AND NPS ARE IN EFFECT OF THE DATE OF THIS CERTIFICATION.
 UNDESIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE
 MADE IN ACCORDANCE WITH THE MINNESOTA ANGULAR, DISTANCE, AND CLOSURE
 REQUIREMENTS FOR SURVEYS OF LAND, AS ADOPTED BY THE BOARD OF
 SURVEYORS, FOR A SURVEY OF LAND TITLE SURVEYS.

DATE: 10-12-84
SICRED: 2-C-84



L.E. SHONTZ
AND ASSOCIATES INC.
1000 JAMES STREET AND LINDA AVENUE
CHICAGO, ILL. 60642

[illegible][illegible]

FLOOD STATEMENT
 ZONE: WATER FLOOD ELIMINATION N/A
 PHONE NUMBER: 120082-0386-F
 AS OF DATE: 2-23-2000
 NOTICE THAT DETERMINATION IS BASED ON THE FLOOD
 INSURANCE RATE MAP. THIS DETERMINATION DOES NOT
 IMPLY THAT THE REPRESENTED PROPERTY WILL OR WILL NOT
 BE FREE FROM FLOODING OR DAMAGE. A PROPERTY NOT
 IN A SPECIAL FLOOD HAZARD AREA MAY BE DAMAGED BY
 A FLOOD DEEPER THAN THAT PICTURED ON THE FIRM
 MAP OF FLOOD DAMAGE PROBLEMS NOT SHOWN ON

SCALE: 1"=40'		FIELD DATE	FIELD BOOK	PAGE
BOUNDARY	OWNER'S DNR	10-1-24	JW	66-5
SITE PLAN				
FOUNDATION				
FINAL				
ADDRESS		17.3 N. E. & 1016 W. CHASE		

REVISIONS		
DATE		INITIALS

REASON #2 MISSING 7-8 AND 10-16. SECURITY EST.
 WOULD DO IF ALONG THE SOUTHERLY

THE SURVEY
IS NOT VALID
WITHOUT THE
ORIGINAL, SIGNED
SEX, & SIGNATURE
OF A FLORIDA
LICENSED SURVEYOR

I HEREBY CERTIFY THAT THE SURVEY AS
SHOWN HEREON REFLECTS THE HIGHEST
QUALITY SURVEYING AND SET POINT
ACCURACY. 2017-A FLORIDA ADMINISTRATION
CODE, PURSUANT TO SECTION 473.022,
FLORIDA STATUTES

L.E. SPONCE AND ASSOCIATES, INC.
IS THE SURVEY FIRM FOR THIS SURVEY

L.E. Sponce 10-12-01

L. E. SPONCE, PROFESSIONAL SURVEYOR AND
REGISTERED PROFESSIONAL LAND SURVEYOR
OF THE STATE OF FLORIDA

2004
185

OR BK 5503 PG0028
Escambia County, Florida
INSTRUMENT 2004-289496

DEED DOC STAMPS PD @ ESC CO \$2800.00
10/04/04 ERNIE LEE HAGAH, CLERK

THIS INSTRUMENT PREPARED BY:
SHARON D. REGAN
REGAN & ROARK, L.L.C.
125 South Alcaniz Street, Suite One
Pensacola, Florida 32501
Florida Bar No.: 0907308
Tel (850) 439-1000
Facs (850) 439-1002

STATE OF FLORIDA

COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL BY THESE PRESENTS, made this 1st day of October, 2004, by and between Frank J. McGinley (SSN#464-84-2050) and Vickie G. McGinley (SSN# 237-04-9034), Husband and Wife, ("Grantor"), and Blount Redevelopment, L.L.C., a Florida limited liability company authorized to transact business in Florida, having its principal place of business and mailing address of 7465 N. Palafox Street, Pensacola, FL 32503, and having federal identification number 20-1689265, ("Grantee").

W I T N E S S E T H:

THAT SAID GRANTOR, for and in consideration of the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), and other good and valuable considerations to said Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, does grant, sell, release, remise and convey unto Grantee, Grantee's heirs, successors and assigns, forever, the following described real property, situate, lying and being in Escambia County, Florida, to-wit:

Lots 1 to 30, both inclusive, Block 18, Maxent Tract, City of Pensacola, Florida, according to the map of said city copyrighted by Thomas C. Watson in 1906, OR 4058 P 934 CA 104,

located at 113 N. "C" Street, Pensacola, FL, and 1016 W. Chase Street, Pensacola, FL, and constituting approximately 2.68 acres of land; and

THIS IS THE HOMESTEAD OF THE GRANTOR.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

The above described property bears Property Appraiser Parcel Identification No. 000S00-9080-001-018.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. Subject to oil, gas, and mineral rights reservations of record.



IN WITNESS WHEREOF, Grantors have signed and sealed these presents the day and
year first above written.

ATTEST: Two Witnesses are Required:

Richard Stone

ATTEST: Two Witnesses are Required:

Richard Stone

GRANTORS:

Frank J. McGinley, Jr.
Frank J. McGinley, Jr.
GRANTORS:

Vickie G. McGinley
Vickie G. McGinley

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledge before me this 1 day of
October 2004, by Mr. Frank J. MCGinley, Jr., and Mrs. Vickie G. McGinley who are either ☒
personally known to me or ☐ produced Fla. Drivers Lic.# _____ as identification, and who
did take an oath.

NOTARY PUBLIC
STATE OF FLORIDA
(SEAL) SHARON REGAN
MY COMMISSION # DD 172170
EXPIRES: December 16, 2006
Bonded Thru Budget Notary Services

Sharon Regan
Notary Public Signature

(Printed Notary Name)

My Commission Expires: 12-16-06

Commission Number: DD 172170

RCD Oct 04, 2004 09:44 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-289496

State of Florida,
Escambia County.

WARRANTY DEED.

Know All Men by These Presents, That We, Theresa Cohen and A. M. Cohen,
wife and husband

for and in consideration of the sum of One Hundred (\$100.00) Dollars and other
good and valuable considerations DOLLARS
to us in hand paid by The Board of Public Instruction for the County of
Escambia, State of Florida, the receipt whereof is hereby
acknowledged, have granted, bargained and sold; and by these presents do grant, bargain, sell and convey unto
the said The Board of Public Instruction, for the County of Escambia,
State of Florida, its successors
the following described real estate, situate, lying and being in
the City of Pensacola, County of Escambia, State of Florida, to-wit: Lots Twenty-four (24) and
Twenty-five (25) in Block Eighteen (18) of the Maxant Tract, as per
map of the City of Pensacola copyrighted by Thos. C. Watson in 1906.

Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in any
wise appertaining: TO HAVE AND TO HOLD the said above described premises unto the said The Board
of Public Instruction for the County of Escambia, State of Florida
its successors
heirs and assigns, forever, free from all exemption or homestead right or claim of OURS, the said grantor.
If any such right or claim WE possess: And WE, the said grantor for OURSELVES
and OUR heirs, do covenant with the said grantee its SUCCESSORS and assigns, that WE
well seized of the said property, and have a good right to convey the same; that it is free from any lien or incum-
brance in law or equity except 1921 taxes and that said grantor shall and will warrant and by these presents forever defend the
said premises unto the said grantee its SUCCESSORS and assigns, against the lawful claims of all and every
person or persons whomsoever.

In Testimony Whereof, WE have hereunto set OUR hand and seal this 10th
day of February, A. D. 1921.

Signed, sealed and delivered in the presence of

N. H. Frohlicht
Elbert A. Clark

Theresa Cohen Scal
A. M. Cohen Scal
Scal
Scal



State of Florida,
Escambia County.

This day, before the undersigned, personally appeared Theresa Cohen and A. M. Cohen
wife and husband

to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and
acknowledged that they executed the same for the uses and purposes therein expressed, and the said
Theresa Cohen wife of the said A. M. Cohen

upon a private examination by me, held separate and apart from her said husband, acknowledged and declared that
she executed the same freely and voluntarily and without fear or apprehension, compulsion or constraint, of or from
her said husband, and for the purpose of relinquishing, renouncing and conveying all her rights of whatever kind
in and to the said property.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this 10th
day of February, A. D. 1921

Edward A. Clark
Notary Public

My commission expires 2/20 1921

WARRANTY DEED.

Theresa Cohen and A. M. Cohen,
wife and husband

TO

The Board of Public Instruction
for the County of Escambia,
State of Florida.

Blair

ESCAMBIA COUNTY, FLORIDA.

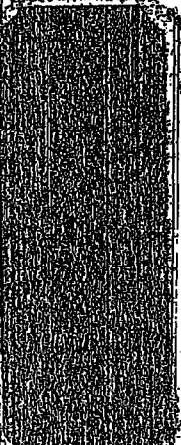
FILED FOR RECORD

at _____ o'clock _____ M., and duly recorded in

Book _____ Page _____

Filed _____

Notary Public



Wd Blount School

STATE OF FLORIDA:

WARRANTY DEED

ESCAMBIA COUNTY:

KNOW ALL MEN BY THESE PRESENTS That we, Violet Adams Shipley, a widow, Betty Adams Ross and H. C. Ross, her husband and Jeanne Adams DeArmon and Benjamin DeArmon, her husband, (the said grantors together with Brady being the sole and only heirs of Ammie Adams, deceased), for and in consideration of One Dollar (\$1.00) and other monetary considerations the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Board of Public Instruction of Escambia County, Florida, its successors, executors, administrators and assigns, forever an undivided three-fourth interest in and to the following described real property, situate, lying and being in the City of Pensacola, County of Escambia, State of Florida to-wit:

Lots sixteen (16), seventeen (17) and the West half (W $\frac{1}{2}$) of Lot eighteen (18) in Block eighteen (18) of the Maxent Tract as per Watson's map published in 1906.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of incumbrance, and that we, our heirs, executors and administrators, the said grantee, its or their successors, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 2nd day of February, A. D. 1938.

Signed, sealed and delivered in the presence of:

Shirley H. Adams Shipley
Frederick B. Adams
As to Violet Adams Shipley

Violet Adams Shipley (SEAL)
Betty Adams Ross (SEAL)
H. C. Ross (SEAL)
Jeanne Adams DeArmon (SEAL)
Benjamin D. DeArmon (SEAL)

Joseph H. Adams
Frederick B. Adams
As to Betty Adams Ross and H. C. Ross

Jo DeArmon
B. Sanders
As to Jeanne Adams DeArmon and Benjamin DeArmon



STATE OF MARYLAND:
COUNTY OF

Before the subscriber personally appeared Violet Adams Whitley, known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of February A. D. 1938.

Fredrick Ball
Notary Public
My commission expires

STATE OF NEW JERSEY
COUNTY OF Middlesex

Before the subscriber personally appeared H. C. Ross and Betty Adams Ross, his wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth, and the said Betty Adams Ross wife of the said H. C. Ross, on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her right of whatsoever kind in and to the said property.

Given under my hand and official seal this 7 day of February A. D. 1938.

George A. Spilator
Notary Public
My commission expires

STATE OF NORTH CAROLINA:
COUNTY OF Mohamberg

MY COMMISSION EXPIRES
OCTOBER 9, 1941

Before the subscriber personally appeared Benjamin Dearmon, and Jeanne Adams Dearmon his wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth, and the said Jeanne Adams Dearmon wife of the said Benjamin Dearmon, on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her right of whatsoever kind in and to the said property.

Given under my hand and official seal this 7th day of February A. D. 1938.

B. Dearmon
Notary Public
My commission expires Oct. 2

W. to Jeanne Adams Dearmon
and Benjamin Dearmon



STATE OF MARYLAND:
COUNTY OF

Before the subscriber personally appeared Violet Adams Chiley,
known to me, and known to me to be the individual described by said
name in and who executed the foregoing instrument and acknowledged
that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of February
A. D. 1938.

Fredrick Ball
Notary Public
My commission expires

STATE OF NEW JERSEY
COUNTY OF *Middlesex*

Before the subscriber personally appeared H. C. Ross and Betty
Adams Ross, his wife, known to me, and known to me to be the individual
described by said names in and who executed the foregoing instrument
and acknowledged that they executed the same for the uses and purposes
therein set forth, and the said Betty Adams Ross wife of the said H. C.
Ross, on a private examination by me held, separate and apart from her
said husband, acknowledged and declared that she executed the same
freely and voluntarily, and without fear, apprehension, compulsion or
constraint of or from her said husband, and for the purpose of renoun-
cing, relinquishing and conveying all her right of whatever kind in
and to the said property.

Given under my hand and official seal this 7 day of February
A. D. 1938.

George A. Spilator
Notary Public
My commission expires

STATE OF NORTH CAROLINA:
COUNTY OF *Washburn*

My commission expires
MY COMMISSION EXPIRES
OCTOBER 9, 1941

Before the subscriber personally appeared Benjamin Pearson, and
Jeanne Adams Pearson his wife, known to me, and known to me to be the
individuals described by said names in and who executed the foregoing
instrument, and acknowledged that they executed the same for the uses
purposes therein set forth, and the said Jeanne Adams Pearson wife of
the said Benjamin Pearson, on a private examination by me held, se-
parate and apart from her said husband, acknowledged and declared that she
executed the same freely and voluntarily, and without fear, apprehen-
sion or constraint of or from her said husband, and for the
purpose of renouncing, relinquishing and conveying all her right of
whatever kind in and to the said property.

Given under my hand and official seal this 1st day of February
A. D. 1938.

B. Pearson
Notary Public
My commission expires
Oct. 29

OF MARYLAND:
OF

Before the subscriber personally appeared Violet Adams Shipley, to me, and known to me to be the individual described by said and who executed the foregoing instrument and acknowledged she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of February 1938.

Frederick Bill

Notary Public
My commission expires

OF NEW JERSEY:
Y OF Middlesex

Before the subscriber personally appeared H. O. Ross, and Betty Ross, his wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument acknowledged that they executed the same for the uses and purposes therein set forth, and the said Betty Adams Ross wife of the said H. O. Ross, on a private examination by me held, separate and apart from her husband, acknowledged and declared that she executed the same voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her right of whatsoever kind in to the said property.

Given under my hand and official seal this 7 day of February 1938.

George P. Spilator

Notary Public
My commission expires

STATE OF NORTH CAROLINA:
COUNTY OF Rockingham

MY COMMISSION EXPIRES
OCTOBER 9, 1941

Before the subscriber personally appeared Benjamin Dearmon, and Jeanne Adams Dearmon his wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth, and the said Jeanne Adams Dearmon wife of the said Benjamin Dearmon, on a private examination by me held, separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from her said husband, and for the purpose of renouncing, relinquishing and conveying all her right of whatsoever kind in and to the said property.

Given under my hand and official seal this 7th day of February 1938.

Benjamin Dearmon

Notary Public
My commission expires Oct. 29, 1938

Benjamin Dearmon
Benjamin Dearmon



IN THE COUNTY JUDGE'S COURT OF ESCAMBIA COUNTY, FLORIDA.

M.S. BENTON, as Sheriff and
ex-officio administrator of
the estate of ANNIE ADAMS,
deceased.

---VS---

LILLIAN KATHLEEN BRADY, HENRY
M. BRADY, her husband, VIOLET
SHIPLEY, ALVIN R. SHIPLEY, her
husband, GOLDIE EULALIE ADAMS,
and JOSIE CECELIA ADAMS, the last
two being minors.

The above matter coming on for final hearing upon appli-
cation of the petitioner for an order as prayed in and by the petition and
it appearing to the Court that due notice of said application has been
given to Violet Shipley, the Guardian ad Litem,
heretofore appointed for the minors, Goldie Eulalie Adams and Josie
Ceceleia Adams, that the Guardian ad Litem has heretofore filed his
answer in this case; and testimony has been submitted to the Court
sustaining the material allegations of the petition, the Court does
now order, adjudge and decree as follows, to-wit:

1. That the Judge of this Court did on the 1st day of Decem-
ber, A.D. 1927, make an order, directed to Lillian Kathleen Brady,
and Henry M. Brady, her husband, Violet Shipley, Alvin R. Shipley, her
husband, Goldie Eulalie Adams, and Ceceleia Adams, the last two being
minors, and to all the other persons interested in the hereinafter de-
scribed real estate, citing them and admonishing them to be and appear
in this Court on the 17th day of January, A.D. 1928, to show cause,
if any they have, why said petition should not be granted, and that a
copy of said citation was published once each week for four (4)
consecutive weeks in the Pensacola News, a newspaper published in Es-
cambia County, Florida, the dates of publication, as shown by due
proof thereof produced to the Court being the 6th, 13th, 20th and
27th days of December 1927 and the 3rd day of January 1928
and the Clerk of this Court has shown by his certificates herein filed
that he on the 6th day of December, A.D. 1927, mailed a copy of the
said order or citation at Pensacola, Florida, to each of the defendants
postage prepaid, and on the date of mailing of said copy posted a true

RECEIVED BY HAND AND OFFICIAL SEAL.
DATE: Dec 18 1927

THIS IS TO CERTIFY THAT THE ABOVE-DESCRIBED DOCUMENTS ARE TRUE AND CORRECT COPIES OF THE ORIGINAL RECORDS THAT
WERE FILED IN THE CLERK'S OFFICE OF THE COUNTY OF ESCAMBIA, FLORIDA, AND THAT THESE IMAGES
WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

EMILIE LEE JACOBSON, CLERK
CLERK OF COURT AND COUNTY COURT
BY: Janice L. Jacobson
DEPUTY CLERK



1

FILED 28 JAN 1928

RECEIVED BY MAIL AND OFFICIAL SEAL.
DATE: March 1938

THIS IS TO CERTIFY THAT THE REPRODUCED APPEARANCE OF THIS RECORD, FILED AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT
WAS IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OF DULING THE PERIOD INDICATED AND THAT THESE IMAGES
WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

EMILIE LEE MAGALA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: James H. Magala
DEPUTY CLERK

copy of the said order to appear at the door of the Court House of
Escambia County, Florida; that none of the defendants and no other
person has entered any appearance herein, nor filed any answer, save
and except Robert D. Shipley, the Guardian ad
litem for the minor defendants, George Eulalia Adams and Josie
Georgie Adams.

2. That the debts and charges due and owing by the estate
of Annie Adams, deceased, exceed the value of her personal estate to
be administered in the State of Florida, and the personal estate of
the said Annie Adams in the State of Florida, is insufficient to pay
the debts and charges of the said estate is being shown to the Court,
and the Court finding that no personal estate has come into the hands
of the petitioner as administrator and that an indebtedness of One
hundred forty four and 30/100 (144 and 30/100) Dollars, has been proved
against the estate as alleged in the petition.

3. That it is further ordered that the petitioner, M.B.
Gordon, as Sheriff and ex-officio administrator of the estate of Annie
Adams, deceased, being and he is hereby authorized to take possession
of the real estate described in the petition, to-wit: the following
described real estate in the City of Pensacola, Escambia County,
Florida:

Lot Sixteen (16), Lot Seventeen (17), and the West
Half (1/2) of Lot Eighteen (18), in Block
Eighteen (18) of the Maxent Tract, in the City of
Pensacola, Escambia County, Florida, according to
the map of the City of Pensacola, as copyrighted
by Thomas C. Watson in 1906.

as assets of the estate of Annie Adams, deceased, for the payment of
debts, and that the said petitioner do have leave at any time after
the making of this order to apply to this Court for an order autho-
rizing him to make sale of the said real estate for the payment of
debts and for the disposition of the proceeds arising therefrom in
accordance with law.

DONE, ORDERED ADJUDGED and DECREED at Pensacola, Florida,
on this the 24th day of June A.D. 1938.

Robert D. Shipley
County Judge.

WEEK IN THE COURSE OF THE CLERK OF THE COURT OF THE DISTRICT OF COLUMBIA, AND
WEEK IN THE COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS BY HAND AND OFFICIAL SEAL:
DATE: April 1987

RENIE LEE JAC/VA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: Janeer L. L. L.
DEPUTY CLERK

Filed June 24, 1988
[Signature]

CERTIFICATE OF AUTHENTICITY

C PROGRAM.

DATE: Jan 22 1957

DEPUTY CLERK:

RATIO: 29 to 1

Letters of Administration
Book 4-35 page 134;

IN THE CIRCUIT COURT OF ESCAMBIA COUNTY, STATE OF FLORIDA,
FIRST JUDICIAL CIRCUIT, IN CHANCERY.

LILLIAN ADAMS BRADY,
Plaintiff,

-vs-

VIOLET SHIPLEY, MRS. JEANNE
de ARMON and BENJAMIN de
ARMON, her husband, and
BETTIE ROSS and WICKIE ROSS,
her husband,
Defendants.

This cause coming on to be heard upon motion of Plaintiff
for an order of dismissal and it appearing to the court that
the interests of all parties concerned have been conveyed to
the Board of Public Instruction of Escambia County, Florida,
and that partition is neither necessary nor desirable and all
parties consenting, it is:

ORDERED and DECREED that the bill of complaint herein be
and the same is hereby dismissed at Plaintiff's cost.

DONE and ORDERED in chambers at Pensacola, Escambia County,
Florida, this the 21st day of February, A.D. 1938.

L. J. Starnes
Circuit Judge.

ERNEST LEE MACARA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY *Ernest Lee Macara*
DEPUTY CLERK

THIS IS TO CERTIFY THAT THE MICROPHOTODUPLICATIONS/REPRODUCTIONS OF THE ORIGINAL RECORDS THAT
WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES
WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.
DATE: *November 1988* STAT.



THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: November 1990

ERNIE LEE MACANAY, CLERK
CIRCUIT COURT AND COUNTY COURT
BY James A. Kelly
DEPUTY CLERK

IN THE CIRCUIT COURT OF
ESCAMBIA COUNTY, STATE OF
FLORIDA, FIRST JUDICIAL
CIRCUIT, IN CHANCERY.

LILLIAN ADAMS BRADY,
Plaintiff,

-vs-

VIOLAT SHIPLEY, et al,
Defendants.

ORDER OF DISMISSAL.

COE & McLANE, Attorneys
for Plaintiff.

FILED FOR RECORD July 21st
RECORDED IN Chancery Court
NO. 22 PAGE 22
BY James A. Kelly
DEPUTY CLERK

COPY

Blount Redevelopment, L.L.C.

A Florida Limited Liability Company

RESOLUTION OF THE MEMBERS AUTHORIZING SALE OF REAL PROPERTY

A Special Meeting of Managers and Members of the above named Company, was held at the offices of the corporate counsel in person or telephonically on August 12, 2011 at 125 S. Alcaniz Street, Pensacola, FL 32501. Present at the meeting were the following persons:

John Michael O'Neill, III,

Donald Moore,

Dr. Sunil Gupta

constituting all of the Managers and Members of the Company, and

Sharon Regan, attorney at law.

John M. O'Neill, III presided as Chairman of the meeting and counsel served as secretary for the meeting. The Chairman called the meeting to order and stated that a quorum each of the Members and Managers were present for the conduct of business. The secretary presented and read a Waiver of Notice of the Special Meeting to be signed by all of the Members and Managers of the Company which was ordered to be made part of the minutes of this meeting. The document was signed by John M. O'Neill, III, and Donald Moore.

The Chairman then discussed the business of the Company, being the predicament of the Chase Street property and the offer of purchase received from the Housing Department, the desirability for sale due to the accrual of code enforcement liens and the cost of repairs. The totality of sums invested to date for purchase and taxes and title research were discussed as well as the bids for repairs and the financial condition were discussed, as well as past offers of purchase. The terms of the offer to purchase were reviewed and certain clarifications were agreed to be added in an addendum to make certain the code enforcement liens would be cancelled and released by the Buyer, and that title could be conveyed with the remaining exceptions. After making notes of the terms to be added, upon motion duly made and unanimously carried the terms of the offer presented to the managers were accepted as modified in the addendum terms, and were approved and the actions of the members and managers of the Company were ratified, approved and confirmed.

Whereupon the undersigned, being all the managing members of the above named Florida Company, do hereby unanimously adopt the following resolutions.

It is hereby:

RESOLVED AS FOLLOWS:

1. That the offer of purchase at the net sales price of \$225 thousand be and hereby is accepted, under the proposed terms as modified by the addendum items. Seller to pay brokerage fees and real estate taxes, pro rata, only, from the sale proceeds.

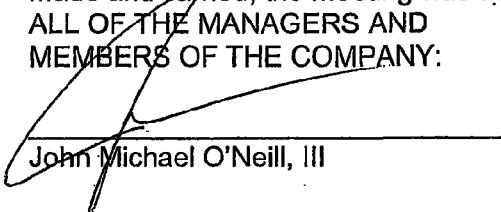
2. That the current managing member O'Neill be and is authorized to execute the contract for sale and purchase and the addendum on behalf of the Company, and to negotiate any such additional terms, set-offs, or other advantageous incidental matters as may become necessary to effectuate and expedite the agreed sale.

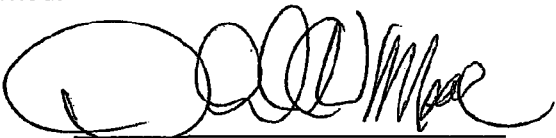
3. That the current managing member O'Neill be and is further authorized to attend closing and to execute such documents in connection with finalizing and closing upon the sale of the property at 113 N. "C" Street (Chase St) as may arise in the course of the transaction, including settlement statements, affidavits, deeds, contracts, addenda, disclosures, disclaimers, releases, and any and all other documents and instruments as may be proper or prudent to effectuate the sale, and to deposit the sale proceeds into the account of the Company.

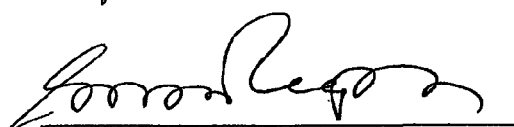
4. That each of the above resolutions shall continue in force until rescinded or modified.

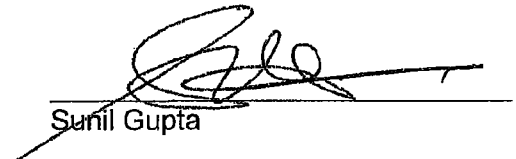
There being no further business to come before the meeting, upon motion duly made and carried, the meeting was adjourned.

ALL OF THE MANAGERS AND
MEMBERS OF THE COMPANY:


John Michael O'Neill, III


Donald Moore

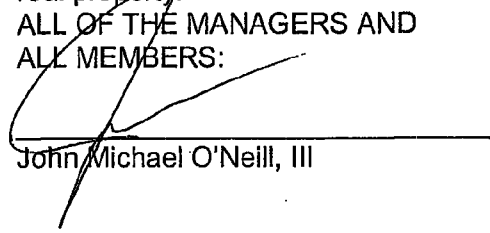

Sharon D. Regan, Attorney
And acting secretary

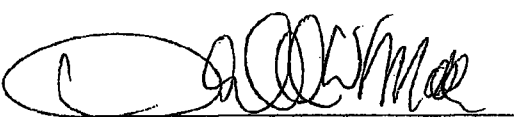

Sunil Gupta

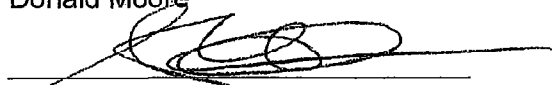
WAIVER OF NOTICE OF THE SPECIAL MEETING

We, the undersigned, being all of the Managers and Members of the Company, do hereby waive all notice of the Special Meeting of Members and Managers of said Company, that was held on August 12, 2011 telephonically or at the office of the attorney for the Company for the purpose of discussion of the offer of purchase of the real property.

ALL OF THE MANAGERS AND
ALL MEMBERS:


John Michael O'Neill, III


Donald Moore


Sunil Gupta

SUMMARY APPRAISAL
REPORT

TYPE OF PROPERTY

2.63 ACRES RESIDENTIAL PARCEL

LOCATION

113 N. 'C' STREET
PENSACOLA, FL 32501

DATE OF VALUE

AUGUST 3, 2011

DATE OF REPORT

AUGUST 20, 2011

PREPARED FOR

MRS. PATRICIA HUBBARD
CITY OF PENSACOLA
DEPARTMENT OF HOUSING
PENSACOLA, FL 32501

John Priller & Associates
812 E. DeSoto Street
Pensacola, FL 32501
(850) 433-3360 Office
(850) 433-3569 Fax

Mrs. Patricia Hubbard
Director
Department of housing 420 W. Chase street
City of Pensacola
FL 32501

August 20, 2011

RE: ±2.63 Acres Parcel Located at
113 N. "C" Street
Pensacola, FL 32502
File #B110804

Dear Mrs. Hubbard

In accordance with your request for an appraisal of the above referenced property, I hereby certify that I have made a thorough, personal inspection of the property and all data contained in this report are believed to be correct.

This report is made for the purpose of expressing My opinion of the market value of the subject property in the physical condition as of August 20, 2011. This appraisal includes the real estate comprising the land only. No land improvements are included in the final value estimate. The property will be appraised as a fee simple estate, subject to normal limitations, with typical real estate financing. Market value may be defined as follows:

"The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus; providing the purchaser receives a warranty deed and takes advantage of typical financing; and providing the seller receives all cash or its equivalent." This definition will be more fully discussed within the main body of the report.

This report comprises:

1. This letter of identification and summary of the results of the investigation.
2. A report containing a description of the land, summary of the approach to value and a conclusion of value.
3. Explanatory exhibits which include:
 - a. A map depicting the relative size and location of the subject site.
 - b. Photographs of the subject property.

If the signature to this letter and the accompanying report are not in original ink, as opposed to a

duplicating process, the report is invalid.

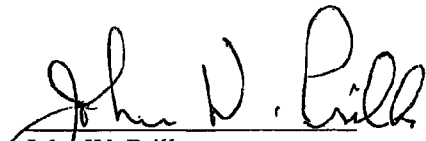
John W. Priller, is licensed in the State of Florida under the Department of Professional Regulation. Mr. Priller holds a current Real Estate Broker's License and is a Florida State Certified General Appraiser (#RZ-99). These licenses are required in the State of Florida in order to perform real estate appraisals/evaluations.

After completing an analysis of the property as reflected in the attached report, it is my opinion the market value of the subject property, with an estimated marketing time up to 12 months, as of August 3, 2011, is as follows:

**FEE SIMPLE VALUE
MINUS FORTY SIX THOUSAND DOLLARS**

MINUS (\$46,000.00)

Sincerely,



John W. Priller,
State Certified General
Real Estate Appraiser #RZ-99

SPECIAL ASSUMPTIONS/ LIMITING CONDITIONS

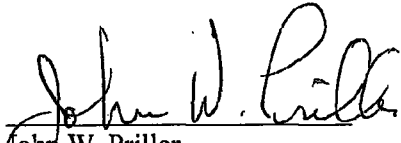
The aforementioned values are subject to the General Assumptions and General Limiting Conditions within this report. The appraiser considered only the real estate portion of the subject property. Further, the aforementioned values stated above are represented as of the effective date of the appraisal and value estimates could change in the future. The value assumes the subject site and surrounding properties being free and clear of any hazardous waste materials. It should be noted a potential purchaser of a property with hazardous waste or dangerous building materials might assume financial liability for removal of such materials. If any hazardous waste or dangerous building materials are found on the subject property, the values could change accordingly.

CERTIFICATE OF APPRAISAL

The undersigned hereby certifies:

- * That John W. Priller, personally inspected the subject property and is familiar with the subject neighborhood and its environs.
- * That the undersigned was employed directly by City of Pensacola, Department of Housing and has no direct or indirect, present or contemplated future interest in said property appraised. No personal bias with respect to the parties involved exists.
- * That the analyses, opinions, and conclusions contained in the report are limited by the assumptions and limiting conditions set forth and are the personal, unbiased, professional analyses, opinions and conclusions of the appraiser.
- * That to the best of my knowledge and belief, the statements contained in the appraisal are true, and the information upon which the opinions expressed are correct, subject to the stated limiting conditions herein.
- * That this appraisal assignment was not based upon a requested minimum cost or a specific cost.
- * That compensation is not contingent upon an action or event resulting from the analyses, opinions or conclusions in this report or the use of this report.
- * That this appraisal report sets forth all the known limiting conditions (imposed by the terms of this assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.
- * That the analyses, opinions and conclusions were developed and reported in conformity with the requirements of the Appraisal Institute and comply with the Uniform Standards of Professional Appraisal Practice.
- * That the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized authorities.

- * That the appraiser has the appropriate knowledge and experience to complete this assignment competently in accordance with the competency provision as required by USPAP. Appraiser qualifications are at the end of this report.
- * That John W. Priller is a State Certified General Appraiser in the State of Florida, #RZ-99 .
- * As of the date of this report, I, (John W. Priller, Sr.), have completed the requirements of the continuing education program for the State of Florida Department of Real Estate for recertification by November 30, 2012.


John W. Priller
St. Certified General
Real Estate Appraiser
#RZ-99

File #B110804

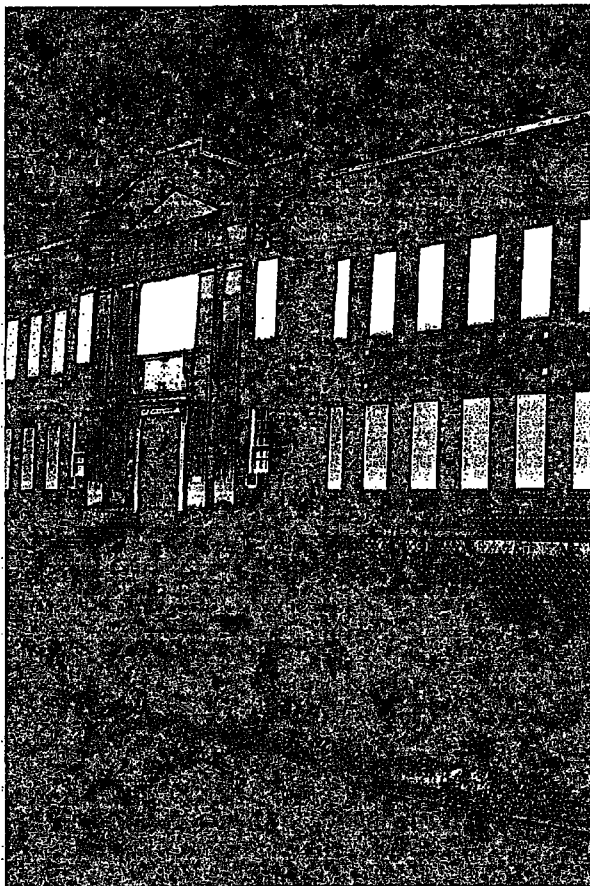
TABLE OF CONTENTS

<u>SUBJECT PHOTOGRAPHS</u>	10
<u>SUMMARY OF SALIENT FACTS</u>	12
<u>VALUATION ESTIMATES</u>	12
<u>APPRAISAL REPORT INTRODUCTION</u>	13
<u>DESCRIPTION OF THE PROCESS</u>	13
<u>PURPOSE OF THE APPRAISAL</u>	14
<u>FUNCTION OF THE APPRAISAL</u>	14
<u>PROPERTY RIGHTS APPRAISED</u>	14
<u>APPRAISAL DATES DEFINED</u>	15
<u>MARKET VALUE</u>	15
<u>THREE-YEAR HISTORY</u>	15
<u>PENSACOLA</u>	16
<u>SUBJECT'S SURROUNDINGS</u>	22
<u>REAL ESTATE TAXES</u>	22
<u>SITE ANALYSIS</u>	23
<u>PARCEL MAP</u>	25
<u>HIGHEST AND BEST USE COMMENTARY</u>	26

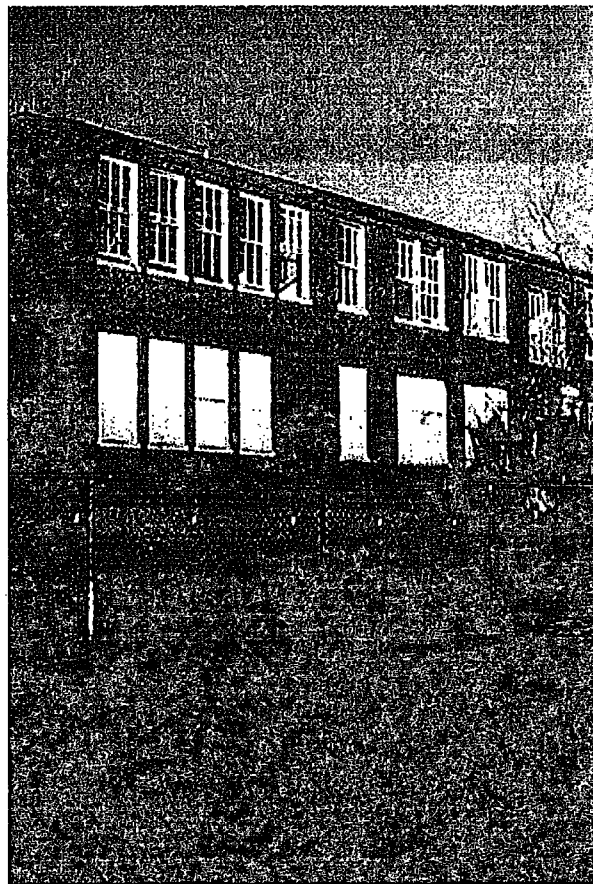
<u>THE APPRAISAL PROCESS</u>	28
<u>SITE VALUATION</u>	28
<u>LAND VALUE ANALYSIS</u>	30
<u>ESTIMATED COST-TO DEMOLISH EXISTING BUILDING</u>	37
<u>ESTIMATED EXPOSURE TIME</u>	38
<u>FINAL RECONCILIATION</u>	38
<u>ASSUMPTIONS AND LIMITING CONDITIONS</u>	40
<u>QUALIFICATIONS OF JOHN PRILLER</u>	46

SUBJECT PHOTOGRAPHS

Front View

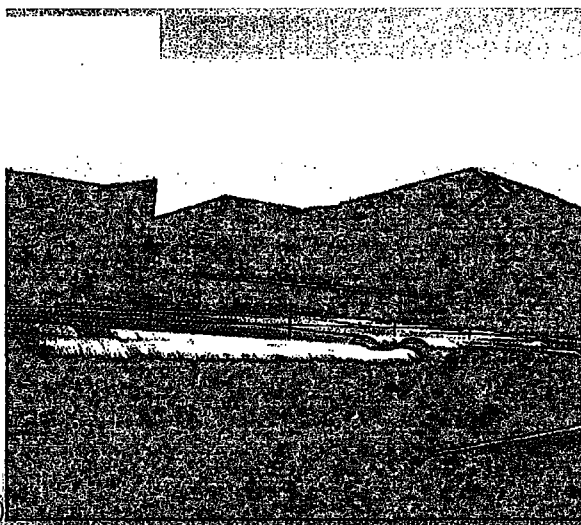


Side View

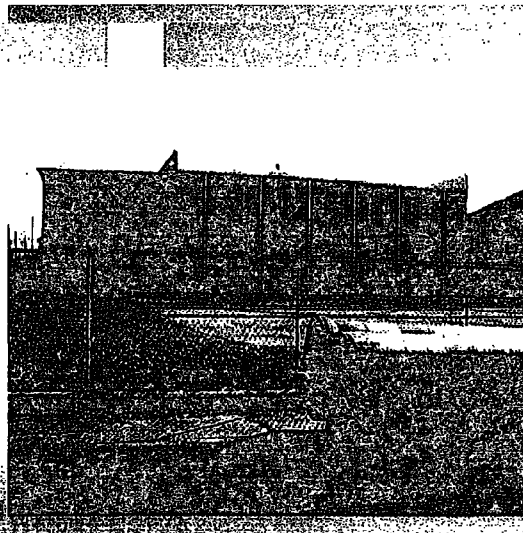


SUBJECT PHOTOGRAPHS (CONT'D)

Rear View



Rear View



SUMMARY OF SALIENT FACTS

Property Type:	Vacant Residential Parcel
Location:	113 North C Street Pensacola, FL 32501
Real Estate Zone:	Zone 5
Ownership:	Blount Redevelopment LLC
Interest Appraised:	Fee Simple Estate
Size and Shape of Tract:	±2.63 acres on one parcel and rectangular in shape with frontage along North "C" Street, West Gregory Street, North "D" Street and West Chase Street.
Improvements:	There is an old Public School which is slated for demolition.
Zoning	R-1A Residential District
Highest and Best Use:	As Vacant: Residential As Improved: Residential

VALUATION ESTIMATES

"As Is" Market Value

Cost Approach:		Not Applicable
Market Approach:	MINUS	(\$46,000.00)
Income Approach:		Not Applicable

Final Value	MINUS	(\$46,000.00)
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APPRAISAL REPORT INTRODUCTION

The property under review is located at 113 North "C" Street. The legal description is described as follows: Lots 1-30 Block 18, Maxent Tract.

The subject property is located in an area in Pensacola that is zoned R-1A, Residential District. The site contains ± 2.63 acres or $\pm 114,563$ square feet of land with ± 300 feet of road frontage along West Gregory & Chase Streets and 384 feet of frontage along North "C" & "D" Streets. There is currently an old, closed public school located on the property which is to be demolished. The subject parcel encompasses an entire city block.

DESCRIPTION OF THE PROCESS

Scope of Work

The appraiser has collected, confirmed and reported data considered applicable in the appraisal process. Data collection involved the use of various sources available, including in-house appraisal file material. The data researched and collected have been reported to an extent considered sufficient for this particular appraisal problem. A detailed list of the more significant areas of research encountered during this appraisal process is as follows:

Site and Improvement Analysis: Documentation of all characteristics of the physical site and its improvements.

History of Property: Current use, prior sales information, current market activity, and ownership interests.

Regional and Neighborhood Analysis: Patterns of land use, trends in real estate development, nature of existing and future population, economic influences, government regulations, etc.

Highest and Best Use: Review and interpret current zoning, use permits of variances, general plan flooding and seismic hazard. Determine the highest and best use considering physical improvements, economic feasibility and legality.

Market Data: Search and analyze applicable land sales. Verify effective sales price, inspection and analysis of data. Process data through comparability analysis.

Real Estate Valuation: Estimate the market value considering the selected approach(es) to value. All three traditional approaches to value are considered: the cost approach, the sales comparison approach, and the income approach. However, only the sales comparison approach is applicable for this assignment and also agreed upon by the client.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the property under review.

FUNCTION OF THE APPRAISAL

The appraisal was prepared at the request of The City of Pensacola Housing Department. The function of the appraisal is to provide the client with the fair market value to assist the client in decision-making.

PROPERTY RIGHTS APPRAISED

The fee simple title is regarded as an estate without limitations or restrictions. Anything less than the complete estate results in a partial interest which is created by selling or leasing, or otherwise limiting the bundle of rights in a fee estate. An appraisal assignment may require the appraisal of fee simple title or partial interest such as a leasehold estate or an easement. The three most common types of property rights involved in the appraisal process are defined in *The Appraisal of Real Estate*, 11th Edition, pages 137-138, published in 1996 by the Appraisal Institute as follows:

1. Fee simple estate: "Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.
2. Leased fee estate: "An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; usually consists of the right to receive rent and the right to repossession at the termination of the lease.
3. Leasehold estate: "The right to use and occupy real estate for a stated term under certain conditions; conveyed by a lease."

The property rights appraised are those of the fee simple estate, inasmuch as the property is appraised as vacant land.

APPRAISAL DATES DEFINED

As used in this appraisal, the date of value is the effective date of the appraisal, either current or at a past point in time. The date of report is the date on which the appraisal process is completed to the point of submission of an appraisal report.

Date of Value: August 3, 2011

Date of Report: August 20, 2011

MARKET VALUE

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

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

PROPERTY HISTORY

A search of the public records for Escambia County, Florida reveals that the property with the physical address at 113 North "C" street is currently owned by Blount Redevelopment LLC. since October, 2004 for a reported price of \$400,000.00 (O.R. 5503, Page 0028). There is a prior sale to Mr. Frank McGinley in September 1996 in the amount of \$5,000.00.

PENSACOLA

The City of Pensacola is the seat of Escambia County at the western end of Florida's Panhandle. It covers approximately 25.09 square miles in southeastern Escambia County with the Cities of Gulf Breeze, Milton and Pace located in Santa Rosa County serving as bedroom communities.

SOCIAL TRENDS

Population

According to Pensacola Chamber of Commerce, there are approximately 67,000 people in the Pensacola city limits, with approximately 1,000 newcomers anticipated annually. The growth of the city promotes the growth of its surrounding area. According to Woods and Poole Economics, the population of Pensacola MSA, which includes the City of Pensacola, Pace, Milton and Gulf Breeze, was estimated at about 461,750 residents for 2007 with the projected population growth of 9.9% for 2007-2012. The average household size is about 2.6 people per residence; there is currently 177,540 household. The impetuses for population increase are the area's military facilities and its location along the Gulf Coast of Florida that draws thousands of tourists each year.

Services

The Pensacola Fire Department within city limits or a volunteer fire department in unincorporated areas provides fire protection. Similarly, law enforcement is handled by the Pensacola Police Department within city limits or by the Escambia County Sheriff's department in unincorporated areas.

Gulf Power Company furnishes electricity, while Southern Bell provides telephone. Both sewage and water services are available through Escambia County Utilities Authority, or People's Water Service Co. And lastly, Energy Services of Pensacola supplies natural gas to the area residents.

Amenities

As mentioned earlier, abundant recreational and cultural activities are available. Shopping facilities, schools, religious centers, and libraries are also plentiful. The Escambia County School District alone has 68 schools and centers. Specialized health care needs are serviced by four general hospitals (one naval), numerous medical treatment centers, and specialized clinics or nursing care centers for the elderly.

PENSACOLA (CONT'D)

ECONOMIC TRENDS

According to the Agency for Workforce Innovation, average annual wages in the Pensacola MSA in 2005 ranged from a low \$13,484 in accommodation and food services to a high of \$59,460 in management of companies and enterprises. The 2005 average annual wage for all industries in the area was \$32,050. The unemployment rate has generally been lower in Pensacola than in Florida and the nation.

Labor Supply

Corporations looking to relocate have come to respect Pensacola's bank of skilled labor from the colleges and military. Another boost to the labor supply is the large number of military dependents and retirees young enough to start second careers.

Military Presence

The military has been the largest driving force behind this area's economy since 1826. The military is now generating about \$1,369 million in total industry output per year and is responsible for employing 13,000 persons earning \$1,240 million in payroll annually. Its multiplier effect is attributed to the majority of airline tickets sold for related travels in addition to the many reunions and conventions scheduled.

Tourism

Tourism, the second largest contributor to the economy, is experiencing rapidly increasing revenues. It has an \$876.6 million economic impact on the area, representing 19,000 jobs and \$288.5 million in wages and produces \$425.2 million in total value added activity to the area. World travelers spend millions in the area annually, an amount that increases steadily. A major direct source of impact is the additional construction generated by visitor demand for accommodations.

Construction

The construction industry is experiencing tremendous growth and demand in the Pensacola area. According to Woods and Poole Economics, from 1995 to 2004, the construction industry experienced an average growth rate of 2% while the average annual growth rate was 1.3%. This industry has \$1,673 million in total industry output per year, employing 17,000 persons who earn a total of \$526.8 million in wages, and produces \$727 million in total value added activity.

PENSACOLA (CONT'D)

ECONOMIC TRENDS (CONT'D)

Finance & Insurance

There are 19 banks within the Pensacola MSA. The Pensacola banking group has a total of 14 offices and \$5.4 million in deposits ending in June 30, 2006. The finance and insurance industry is responsible for \$881.4 million in total industry output per year, employing over 5,800 people who earn a total of \$231.8 million in wages, and produces \$537.4 million in total value added activity.

Real Estate

The real estate industry is being fueled by the area's population growth, outside investment and low interest rates. The real estate industry is responsible for \$349.2 million in total industry output per year, employing over 2,000 persons who earn a total of \$59.2 million in wages, and produces \$244.6 million in total value added activity.

Healthcare

The healthcare industry is becoming an increasingly important component to the economic viability of the Pensacola area. There are six hospitals in the Pensacola MSA. The healthcare industry is responsible for \$1,766.2 million in total industry output per year, employing over 20,000 persons who earn a total of \$89.7 million in wages, and produces \$1,057.1 million in total value added activity.

Employment

As mentioned earlier, international companies are being targeted for relocation or expansion in the area. A significant boost will be realized now that the Chamber of Commerce Committee of 100 has combined forces with the Pensacola Escambia Development Committee. These entities now share a joint budget with the goal of increasing the local job market.

Manufacturing and industrial jobs play a vital role in the economic stability and account for one of the highest pay scales in the area. Major steps have been taken recently to entice more "clean" or environmentally conscious firms to locate here.

PENSACOLA (CONT'D)

GOVERNMENTAL CONTROLS AND REGULATIONS

The Escambia County government is a five member Board of Commissioners elected every four years by their respective districts. They appoint a County Administrator who oversees the county budget and operations.

Pensacola has a City Council Manager government with 10 council members elected to two-year terms. They, in turn, appoint a City Manager. The Council also elects the Mayor, who moderates the council meetings and serves in an ambassadorial role.

The county and city both have zoning ordinances that regulates land uses. The county also has a state required Future Land Use Plan that is to insure organized growth in the over its 20 year life span. The plan is reviewed every 5 years to insure the plan is keeping up with the area's growth needs. The major topics handled by the plan include consistency, environmentally endangered and threatened species, land use approval on site plans, concurrency and permitting.

PHYSICAL/ENVIRONMENTAL FACTORS

Transportation

Two federal interstate highways bisect the Greater Pensacola area. Interstate 10 runs east/west along the northern fringes, while I-110 connects I-10 on the north and runs downtown. Several major corridors are also available for surface street travel. North/south primary arterials include: Pine Forest Road, Mobile Highway, Blue Angel Parkway, "W" Street, Highway 29, Palafox Highway, Pace Boulevard, Davis Highway, Ninth Avenue, and Scenic Highway.

Linkages traversing in the east/west direction are Olive Road, Burgess Road, Creighton Road, Airport Boulevard, State Roads 295 and 296, Cervantes Street, Lillian Highway, Jackson Street, State Road 30, and Gulf Beach Highway/Barrancas Avenue.

The Intracoastal Waterway and port merge in the heart of downtown. The Port of Pensacola is owned and operated by the City of Pensacola and is positioned on approximately 50 acres of property on Pensacola Bay. As one of America's best-protected harbors, it is also only 11 miles from the deep-water sea buoy to dockside. A host of trucking firms is available and Burlington Northern and CSX railroad companies serve the area with freight deliveries. The regional airport, which was recently expanded, now operates with a six-gate concourse and accommodates approximately 65 flights per day.

Amtrak also passes through Pensacola three times per week on the Los Angeles to Miami route. Greyhound Bus Lines provide intercity travel while the Escambia County Transit System serves the entire ~100 square miles. Several taxicab companies also aid in local ground transportation.

PENSACOLA (CONT'D)

REAL ESTATE TRENDS

Housing

The Pensacola area's renter population typifies 30% of the total population with homeowners making up the remaining 70%. Residential development is radiating away from the main corridors to secondary streets. Housing is primarily smaller in size (800 SF to 2,500 SF) and averages 30 years in age. However, new inventory is available or turn-of-the-century homes in one of the many historic districts. According to the Pensacola Association of Realtors the median sales price decreased 2% approximately percent from \$209,368 in September of 2006 to \$204,611 in September of 2007.

Commercial/Retail Market

According to the Smith and Company Building Occupancy Report, Pensacola, in particular, had a "city-wide" vacancy of $\pm 10\%$ as of spring 2003. Rental rates, per the survey, range from \$9 per square foot to \$23 per square foot on a full-service gross basis and are increasing. No major new construction is planned. The short-term outlook is favorable as rental rates continue to rise and vacancies decrease due to the relocations from neighbor states impacted by Hurricane Katrina.

As for retail, occupancies generally range from 80-100%, with a few centers experiencing 60-79% occupancy levels due to large, single spaces being vacant. Some new construction is evident in the neighborhoods with little vacancy. As the economy improves, rents are expected to increase while vacancy levels decrease. The upward trend in taxable sales over the past several years is a strong indication that this sector will continue to thrive.

Financing

Pensacola, the banking center of northwest Florida, has representation from all the major southeast regional banks and local banks as well. The current 30 years fixed mortgage rate for single-family properties is around 6.3%. Commercial loans are typically at 1% to 2% above the Wall Street prime rate. As a result of the low financing rates and ample money supply, construction loans are available as well as attractive terms for refinancing.

CONCLUSION

In summary, Pensacola has been declining in recent years due to a downturn in the economy; however it is widely believed that there is a bright future on the horizon. As previously mentioned in the area description, this neighborhood has tremendous physical characteristics. Land is available for limited new development and visitors and residents have a multitude of recreational facilities. The climate and ample drinking water are also advantages.

The economy and the real estate market have been declining over the past few years and will continue to decline for the foreseeable future; however an increasing population and continually increasing per capita income will aid in the expansion and redevelopment of area commercial businesses. The subject neighborhood has been undergoing gentrification over the past few years as younger families move into the area and refurbish some of the older homes. While Pensacola is

approximately 90% developed, the past positive trends are expected to continue in the real estate market into the foreseeable future. Rental rates and sale prices should continue to decline for the short term for commercial properties. However; the long-term outlook for the area's real estate is favorable.

SUBJECT'S SURROUNDINGS

The subject neighborhood is bounded by I-110 to the east, Pace Boulevard to the west, Cervantes Street to the north and Main Street to the south. The subject is located west of Pensacola's central business district and inside the city limits. The neighborhood is nearly 100% built up and the growth rate is stable, mainly due to a lack of available land for new construction. Present land use composition is as follows: single family—78%, 2-4 family—2%, multi-family—1%, condo—1%, commercial—15%, and vacant—3%. Predominant occupancy is owner-occupied and vacancies are 5% or less. Residential property values have decreased dramatically since the second quarter of 2005, however values although still declining due to an oversupply of inventory appear to be declining at a slower rate than previously. Commercial property values have also been steadily declining but at slower rate than residential properties..

The subject area is considered to be convenient to the downtown central business district, banks, restaurants, hotels and shopping facilities. Commercial properties extend primarily along Palafox street and Garden street. Traffic on these major thoroughfares is extremely congested during rush hours due to the ongoing expansion projects on I-10 and N. Davis Highway. The project appears to be nearing completion and will undoubtedly alleviate some of the traffic congestion we are now experiencing. The commercial properties located along those major thoroughfares do not appear to have an adverse effect upon residential property values.

REAL ESTATE TAXES

Address	Account ID	Parcel ID	Assessed Value 2010	Tax Burden * Assessment (Storm water)**
113 N. "C" Street	152475000	00-0S-00-9080-001-018	341,640.00	6,634.64* 966.24 **

* Includes improvements and land assessment

** Real estate taxes are due and payable without penalty or discount in March of the year following assessment. Discounts are offered for early payment with the discount beginning at 4% in November and decreasing 1% each month until March of the following year. Based on 2010 city of Pensacola millage rate of 19.4200 mills, the figure above indicates a tax burden of \$6,369.26 after applying a 4% discount for early payment. It is logical to assume that a prudent individual would take advantage of the early payment discount. Taxes are current

SITE ANALYSIS

SITE AREA/SHAPE:	The subject property encompasses an entire city block and is located between "C" & "D" Streets and west Gregory and west Chase Streets. The land size of 2.63 acres or ±114,563 SF.
LEGAL DESCRIPTION:	The legal description is described as follows: Lots 1 to 30, Block 18, Maxent Tract in the City of Pensacola, Escambia County, Florida
FRONTAGE:	Approximately 300 feet of frontage along W. Gregory & W. Chase Streets, And 384 Feet of frontage along North "C" and "D" Streets; encompasses an entire city block
INGRESS/EGRESS:	The subject site is accessible via north "C" Street; north "D" Street both of which are two lane streets. And access is also available via west Gregory and west Chase streets which are also two lane streets. These streets provide convenient ingress and egress.
TOPOGRAPHY:	Basically level and at curb grade.
FLOOD ZONE:	Zone X, Community Panel 12033C 0380G, dated 09-19-06 (Not in a Flood Hazard Area).
ZONING:	R-1A, Residential District
DRAINAGE:	The property appeared to be well drained with no standing water noted.
UTILITIES AVAILABLE:	Public and private utilities are available to the subject site.
ENCROACHMENTS:	Per the information provided, there are no encroachments on the subject site.
EASEMENTS:	Per the information provided, there are no easements on the subject site.

SITE ANALYSIS (CONT'D)

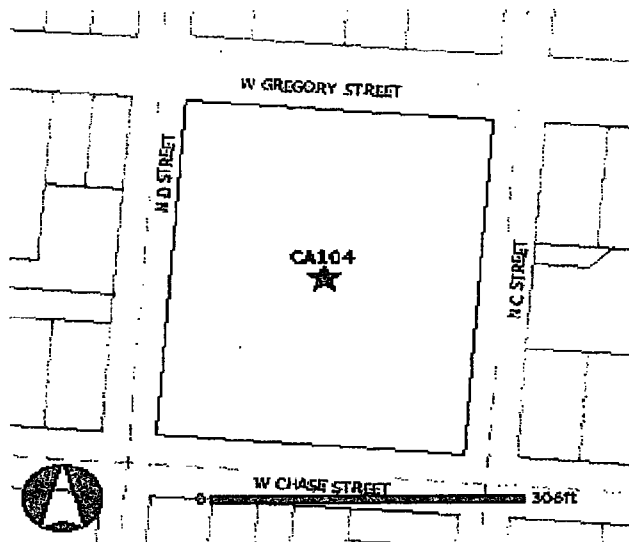
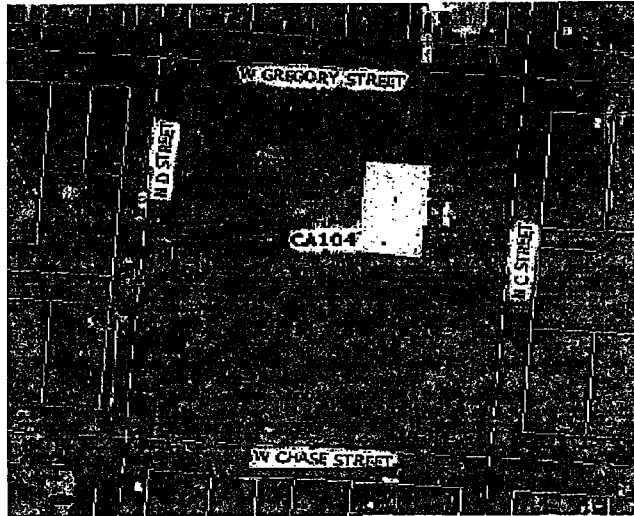
COMMENTS:

The subject site is located west of the downtown Pensacola central business district. The general vicinity is primarily residential in nature with a scattering of commercial and light industrial properties throughout the area. The site is currently improved with an old school building which was constructed circa 1930. The building has reached the end of its economic life and is scheduled for demolition. The site has good visibility and features moderate traffic. Overall, this area is highly accessible to major employment centers and shopping facilities. Current growth in the area is considered to be moderate and consists of mainly of gentrification as the old homes in the area are bought up and refurbished . Soil and drainage conditions appear to be adequate and typical for the area.

The property is being appraised as though vacant inasmuch as the existing improvements have no contributing value and are in fact a detriment to the property.

PARCEL MAP

Aerial Photograph Post Hurricane Ivan



HIGHEST AND BEST USE COMMENTARY

According to the *Dictionary of Real Estate Appraisal*, Third Edition, as published by the Appraisal Institute on page 171, Highest and Best Use may be defined as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."

- 1) The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal.
- 2) The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible and that results in the highest present land value.
- 3) The most profitable use. Implied in the definition is that the determination of highest and best use takes into account the contribution of a specific use of the community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats and the like.

The highest and best use of the land as vacant or the property as improved must meet four basic criteria.

- 1) **Legally Permissible**: What uses are permitted, and how are these uses restricted by zoning, building codes, governmental regulations, private restrictions, or possible long-term leases.
- 2) **Physically Possible**: What uses are physically possible for the site, considering size, shape and topography.
- 3) **Financially Feasible**: Which of the possible and permissible uses will produce a return equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. All uses producing a positive return are considered to be financially feasible.
- 4) **Maximally Productive**: Among the various feasible uses, the use which produces the highest price, or value capitalized at an appropriate rate warranted by the market is the highest and best use.

HIGHEST AND BEST USE (CONT'D)

Highest and Best Use "As Vacant"

1. Legally Permissible: Escambia County has zoned the subject property R-1A, Residential District, which is intended to provide for medium density residential detached housing. **No title policy was provided for review; therefore, the appraiser is not alert to any deed restrictions.**
2. Physically Possible: The overall site contains approximately ± 2.63 acres. Physical aspects of the site are not limited by topography; as there is sufficient land for development. Access to the property is good overall via west Gregory & west Chase Streets as well as "C" & "D" Streets. Based on the size and shape, as well as considering the frontage to depth ratio of the tract, it would be physically possible to construct a variety of commercial or residential developments. However, due to the surrounding uses and locational characteristics, neighborhood residential uses are considered to be most viable.
3. Financially feasible: The uses, which are financially feasible, are uses that would generate a profit or financial return. As described earlier within the appraisal, the overall neighborhood in which the subject site is located is considered to be viable for residential development.
4. Maximally Productive: Considering the location of the site, access and exposure, it is my opinion that a residential development would be the most appropriate and best for this site and also results in the greatest return to the land. Therefore, the highest and best use of the subject site would be to construct a residential development.

THE APPRAISAL PROCESS

According to the nature of the property and the scope of the assignment, supporting data is gathered, classified, and analyzed to provide the value estimate. In the process, three methodologies for valuation are considered: the cost approach, the sales comparison approach and the income approach.

As mentioned above only the Market Comparison Approach is applicable to this appraisal problem

The sales comparison approach is based on the concepts of anticipation and change, supply and demand, substitution, and externalities. It involves the comparison of recent sales of properties similar to the subject property indicating a basis for determining its value. Analysis of the most relevant properties is then conducted with respect to differences or similarities in date of sale, location, physical characteristics and amenities. The appraiser then reconciles a value for the subject property by selectively rating the comparables as to their overall similarity. This approach is typically considered to be a good indicator of value as it represents the actions of willing buyers and sellers in the current market.

Since the subject property will be appraised as vacant land, the sales comparison approach is deemed most important when estimating the value of the subject.

SITE VALUATION

Utilizing the sales comparison approach will develop a valuation of the subject site. In this approach, the appraiser compares transactions of similar sites, found in the general area, with the subject and makes adjustments for differences between them. Typical adjustments are made in several categories as if the land comparable possessed the same characteristics as the subject site. All differences are then accumulated in total. Typical differences include site size, location, utility, financing terms, zoning, etc. The range of adjusted values for the subject is then reconciled into one final value by selective rating the land comparables as to their overall qualities. Because the subject site is currently improved with an old school building which is to be demolished since it has reached the end of its economic life; the cost of demolition must be deducted from the estimated land value as found above in order to reach a final estimated value.

The sales comparison approach utilized for valuing the subject site has been defined in *The Dictionary of Real Estate Appraisal*, op.cit., page 318 as:

"A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison and making adjustments to the sales prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available."

The method of comparison utilized within this analysis is the "price-per-lot", a recognized method for the subject area and property type. Note: The Property is zoned R-1A; residential single family.

The appraiser focused the vacant land comparable search on the transactions and current listings which were located in proximity to the subject. A detailed description of the most similar vacant land comparables is presented on the following pages.

LAND VALUE ANALYSIS

A valuation of the subject site as vacant is made as a basis for use in the market approach. In estimating the value of the subject property as vacant, sales shown below will be analyzed. Because there are few sales of vacant land in the area that are similar to the subject property it was necessary to extend the search back in time to 2008 in order to locate meaningful sales. These sales will be adjusted for conditions such as date of sale, size and location.

Table 1—Land Sales

Sale #	Location	Date	Sale \$	Land Size SF	\$/Lot
1	2511 W. Strong St.	05/24/2010	12,000	7,840	12,000
2	2909 W. Brainard St.	05/12/2010	11,000	6,050	11,000
3	701 N. "Z" St.	05/10/2011	11,000	9,148	11,000
4	2710 W. Gonzales St.	10/12/2010	10,500	7,840	10,500
Subject	113 N. "C" Street	Current		114,563	

The following chart depicts our adjustments to the above land sales:

Table 2—Land Sales Adjustments

Sale #	\$/Lot	Date	Date Adj.	\$/Lot After	Size Adj.	Final Adj. \$/SF
1	12,000	05/24/2010	-3.75%	11,550	-0-	11,550
2	11,000	05/12/2010	-3.75%	10,588	-0-	11,588
3	11,000	05/10/2011	-.75%	10,918	-0-	10,918
4	10,500	10/12/2010	-2.5%	10,238	-0-	10,238

LAND VALUE ANALYSIS (CONT'D)

Land Sales Adjustments Discussion

Time Adjustments: The sales are adjusted downward at 1/4% per month. This is a modest adjustment as several market indicators are as high as 6% per year especially for smaller properties.

Size Adjustments: When land is sold by the lot the market typically looks at the utility of the site to determine if it is large enough to construct a home. If the lot meets their needs the sales price tends to be unaffected by small variations in size.

Location Adjustments: All of the sales are located in an area that provides a buffer between commercial district and residential use. Because all of the sales are located within the same market area as the subject, no adjustments were deemed necessary.

Reconciliation of Land Sales

The above land sales adjust to a range from \$10,238 per lot to \$11,588 per lot with a mean of \$11,074 per lot. Considering the current market activities, the appraiser has estimated a unit value of \$11,000.00 per lot for the subject site. As mentioned, the old school building on site is considered to have no value contribution and is to be demolished. The cost of demolition must be deducted from the estimated land value. Therefore, the valuation of the subject property is as follows:

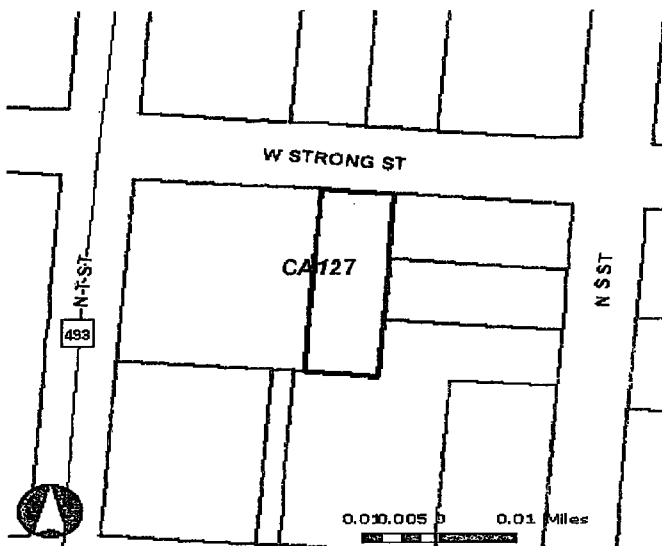
$$30 \text{ Lots @ } \$11,000.00/\text{Lot} = \$330,000.00$$

ESTIMATED VALUE OF THE SUBJECT SITE BEFORE DEDUCTION FOR BUILDING DEMOLITION

\$330,000.00

COMPARABLE LAND SALE 1

Use	Vacant Lot
Sale Date	05/24/2010
Location	2511 W. Strong Street
Grantor	Martin A. & Ester Kumi
Grantee	Shin Kuman
Reference	O.R. 6595, Page 6595, Escambia County
Parcel ID	00-0S-00-9060-011-196
Sale Price	\$12,000
Financing	Conventional
Land Size	7,841 SF
Price/lot	\$12,000
Verification Date	August 20, 2011, Public Records
Comments	This sale is located in the middle of the block, between "S" & "T" streets. All public utilities are available to the site.

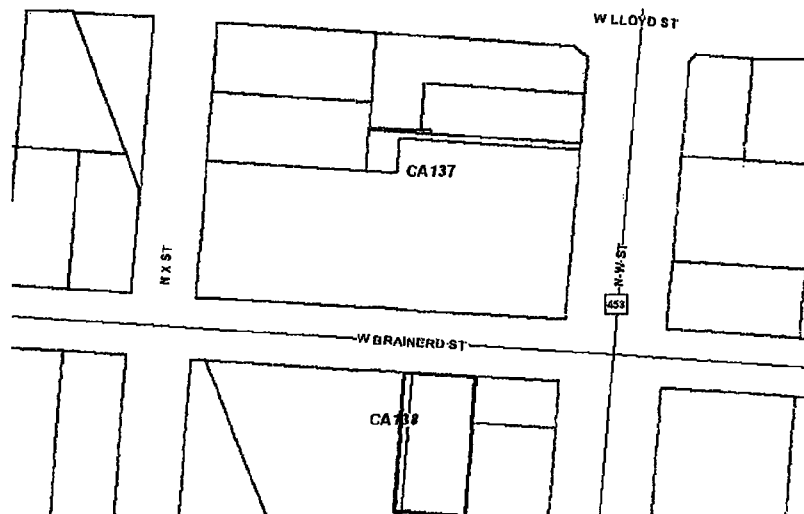


Sale # 1

COMPARABLE LAND SALE 2

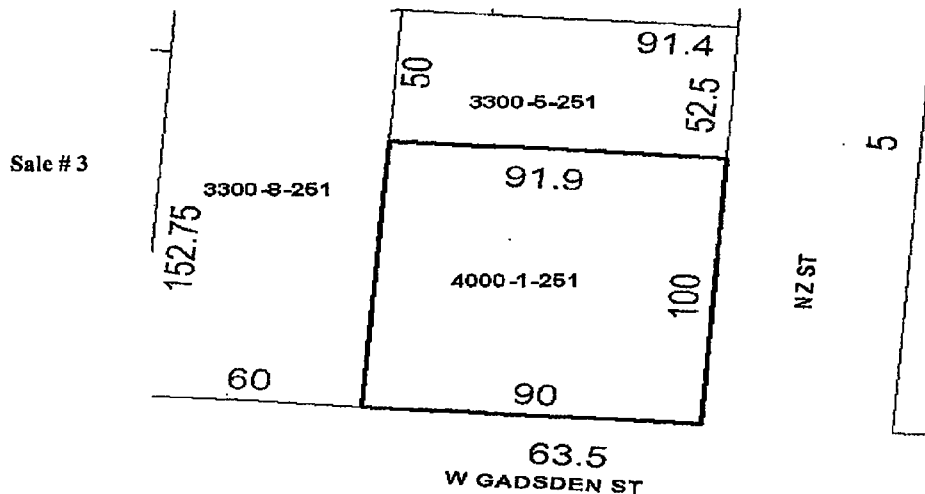
Use	Vacant Lot
Sale Date	05/12/2010
Location	2909 W. Brainerd Street
Grantor	M. Mitchell
Grantee	Sergio E. & Sandra A. Martinez
Reference	O.R. 6595, Page 1216, Escambia County
Parcel ID	00-0S-00-9060-010-225
Sale Price	\$11,000
Financing	Conventional Mortgage
Land Size	6,970 SF
Price/Lot	\$11,000.00
Verification Date	August 20, 2011, Public Records
Comments	This property is located on Brainerd Street between South "J" Street and South "K" Street. All public utilities are available to the site.

SALE #2



COMPARABLE LAND SALE 3

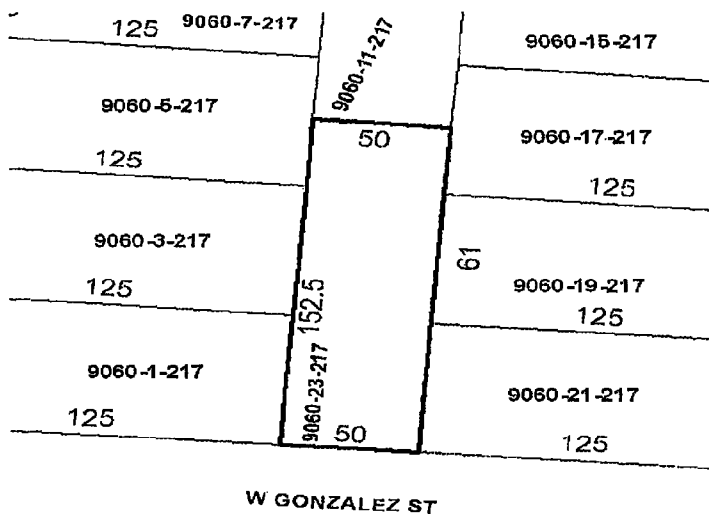
Use	Vacant Lot
Sale Date	05/10/2011
Location	701 North Z Street
Grantor	Ngo An Thi.
Grantee	Pensacola Habitat For Humanity
Reference	O.R. 6719, Page 1385 Escambia County
Parcel ID	33-2S-30-4000-001-251
Sale Price	\$11,000.00
Financing	Conventional
Land Size	9,095 SF
Price/Lot	\$11,000.00
Verification Date	August 20, 2011, Public Records
Comments	This lot is located on North "Z" Street on the Northwest Corner of W. Gadsden Street.



COMPARABLE LAND SALE 4

Use	Vacant Lot
Sale Date	10/12/2010
Location	2710 W. Gonzalez Street
Grantor	Acayucan, Inc.
Grantee	Pensacola Habitat For Humanity
Reference	O.R. 6647 Page 1645 Escambia County
Parcel ID	00-0S-00-9060-023-217
Sale Price	\$10,500.00
Financing	Conventional
Land Size	7,841 SF
Price/Lot	\$10,500.00
Verification Date	August 20, 2011, Public Records
Comments	This is a vacant parcel located in the middle of the block Sale #4

Sale # 4



ESTIMATED COST TO DEMOLISH EXISTING BUILDING

The costs presented are average costs of removal per square foot of total building floor area, except as noted, including loading and hauling, but not dump fees. It is also assumed that the materials have no salvage value.

Costs for removal vary greatly depending on the size and complexity of the job and the extent of contamination regarding hazardous materials such as asbestos or lead.

Reference is made to the Marshall valuation Service Cost manual, Section 66, Page 11

The school building is believed to be a Class "C" structure having brick walls and wood floor trusses. The cost range for this type of construction is \$3.20 to \$4.75 per square foot. Because the building was constructed circa 1930, I believe that there would be asbestos in the building which would increase the costs due to the hazardous nature of this material. Therefore, I believe that a cost of \$5.00 per square foot would cover the demolition costs. These costs must be adjusted for current cost factors and local area costs. Therefore:

\$5.00 per square foot Times Current Cost Factor of 1.05, Times Local Area Costs .82 equals \$4.31

Say \$4.30/Square Foot

The building has a total of 87,434 square feet counting the large front porch.

87,434 SF @ \$4.30/SF = \$375,966.20

Say \$376,000.00

Estimated Cost of Demolition

\$376,000.00

Estimated value of subject land	\$330,000.00
Less: Estimated cost of demolition	<u>\$376,000.00</u>

Remainder Minus (\$ 46,000.00)

Estimated value of the subject property "as is" as of August 3, 2011

MINUS FORTY SIX THOUSAND DOLLARS

(\$46,000.00)

ESTIMATED EXPOSURE TIME

Exposure time is described as the length of time property remains on the market. In other words, it is the estimated time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It can also apply to a retrospective estimate based upon past events assuming a competitive and open market. Generally, it is presumed to occur prior to the effective date of the appraisal. The following characteristics describe the exposure period.

1. The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers of similar-type properties.
2. The property will be offered at a price reflecting the most probable mark-up over market value used by sellers of similar-type properties.
3. A sale would be consummated under the terms and conditions of the definition of market value.
4. The interior improvements are in good condition

The selected exposure time should closely mirror the exposure time of the comparable properties. Regarding the comparables used in this report, exposure times are not always reported accurately; therefore further research was conducted. Due to the location primarily and current market conditions, the exposure time is estimated to be **9-12 months**.

FINAL RECONCILIATION

The approach to value as presented within this report has yielded the following:

MARKET APPROACH MINUS (\$46,000.00)

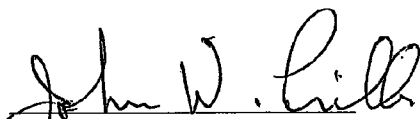
The market approach is the only approach utilized within this report inasmuch as the property is being appraised as vacant land.

This appraisal assignment was not made, nor was the appraisal rendered based on the basis of a requested minimum valuation, specific valuation, or an amount that would result in approval of a loan.

I hereby certify that we have no interest, present or contemplated in the appraised property and that the final valuation was not contingent upon any fee charged for making this appraisal.

Respectfully submitted,

JOHN W. PRILLER & ASSOCIATES


John W. Priller
Sr Certified General
Real Estate Appraiser
#RZ-99

ASSUMPTIONS AND LIMITING CONDITIONS

1. LIMIT OF LIABILITY:

The liability of John W. Priller and associates is limited to the client only and to the amount of the fee actually received by John W. Priller. No accountability, obligation or liability to any third party exists. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither John W. Priller or associates are in any way responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships, syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, partner of part owner in any form of ownership, a tenant or any other party, the client will hold John W. Priller and associates completely harmless in such action with respect to any and all awards or settlements of any type of such lawsuits. This appraisal was prepared at the request of and for the exclusive use of the client to whom the appraisal is addressed. No third party shall have any right to use or rely upon this appraisal for any purpose.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report remains the property of the appraiser for the use of the client, the fee being for the analytical services only. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of John W. Priller and then only in its entirety.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales, or other media, without the written consent and approval of John W. Priller.

It is suggested that those who possess this appraisal report should not give copies to others. Certainly legal advice should be obtained on potential liability issues before this is done. Anyone who gives out an incomplete or altered copy of the appraisal report (including all attachments) does so at their own risk and assumes complete liability for any harm caused by giving out an incomplete or altered copy. The appraiser assumes no liability for harm caused by reliance upon an incomplete or altered copy of the appraisal report given out by others. Anyone with a question as to whether or not their copy of an appraisal report is incomplete or altered should contact my office.

3. CONFIDENTIALITY:

The appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or a designee as specified in writing except as may be required by the Appraisal Institute as it may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis are set forth in the report and were prepared by the appraiser whose signature appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser. The appraiser shall assume no responsibility if any such unauthorized change is made.

4. TRADE SECRETS:

This appraisal was obtained from John W. Priller and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the appraiser signing the report of any request to reproduce this appraisal in whole or part.

5. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by or from others, the client, his designee, published data sources or public records. The comparable data relied upon in this report have been attempted to be confirmed with one or more parties familiar with the transaction or from affidavit; all are considered appropriate for inclusion to the best of my factual judgment and knowledge.

As can be seen from limitations presented above, this appraisal has been performed with a limited amount of data. Data limitations result from a lack of certain areas of expertise by the appraiser (that go beyond the scope of the ordinary knowledge of an appraiser), the inability of the appraiser to view certain portions of the property, the inherent limitations of relying upon information provided by others, etc.

An economic constraint exists, however. The appraisal budget (and the fee for this appraisal) did not contain unlimited funds for investigation. I have spent time and effort in the investigative stage of this appraisal in those areas where I think it will do the most good, but inevitably there is a significant possibility that I do not possess all information relevant to the subject property.

Before relying on any statement made in this appraisal report, interested parties should contact me for the exact extent of our data collection on any point which they believe to be important to their decision-making. This will enable such interested parties to determine whether they think the extent of my data gathering process was adequate for their needs or whether they would like to pursue additional data gathering for a higher level of certainty.

6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICES:

The contract for appraisal, consultation or analytical service, is fulfilled and the total fee is payable upon completion of the report. The appraiser or those assisting in preparation of the report will not be asked or required to give testimony in court or a hearing, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangements and at an additional fee. If expert witness testimony is required at a later date concerning the contents and opinions contained herein, the appraiser will conduct business at an hourly rate of \$125.00.

7. EXHIBITS:

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status, as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

8. APPRAISAL IS NOT A SURVEY:

It is assumed that the utilization of the land and improvements is within the boundaries of the property lines of the property described and that there is no encroachment or trespass unless noted within the report. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern on boundaries, setbacks, encroachments, or other survey matters.

9. LEGAL, FINANCIAL, ENGINEERING, STRUCTURAL OR HIDDEN COMPONENTS OF A MECHANICAL NATURE, SOIL, HAZARDOUS WASTES AND TOXIC MATERIALS:

Legal: No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the appraiser.

The Americans with Disabilities Act (ADA) was signed into law in July 1990. As of January 23, 1993 owners and tenants of real estate properties of any size are subject to provisions of the law. The ADA contains five titles. Title III, which applies to any place of trade or commerce, requires accessibility for the disabled. The appraiser has made no specific compliance survey or analysis of the property appraised to determine whether or not it is in conformity with the various detailed requirements of the ADA.

It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. In the absence of direct evidence relating to this issue, possible non-compliance with the requirements of the ADA has not been considered in estimating the value of the property.

Soils: The appraiser has inspected as far as possible, by observation, the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised is assumed to be firm; however, subsidence in the area is not known to the appraiser. The appraiser does not warrant against this condition or occurrence of problems arising from soil conditions. The appraiser is not qualified to render expert judgment in matters of soil conditions.

Hidden Defects, Mechanical, Subsoil, Insulation: The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. I have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

No judgment is made as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment. I do not have the ability to determine the presence of ureaformaldehyde foam insulation and cannot warrant its effect on value. This substance is determined to be a health risk by the United States Consumer Product Safety Commission.

This appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is to be used only as a general guide for property valuation and not as a complete or detailed physical report. The appraiser is not a construction, engineering, environmental, or legal expert, and any statement given on these matters in this report should be considered preliminary in nature.

The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service and all mechanicals and construction is based on a casual inspection only and no detailed inspection was made. For instance, I am not an expert on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless so stated in the report.

Some items such as conditions behind walls, above ceilings, behind locked doors or under the ground are not exposed to casual view and therefore were not inspected. The existence of insulation, if any is mentioned, was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.

Wells and septic systems, if any, are assumed to be in good working conditions and of sufficient size and capacity for the stated highest and best use unless otherwise stated.

Termites: If the appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above-mentioned items.

Flood Insurance: The appraiser assumes no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent of the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

Hazardous and/or Toxic Waste: The appraiser assumes no responsibility for any hazardous or toxic substances or wastes (including the existence of asbestos or asbestos-based construction materials) which may be found underground, used in construction, or stored above or underground on, in or around the subject property. The existence of any such substances which may have been noted in the inspection is noted in the main body of the report. The appraiser, however, is not qualified to render expert judgment in these matters and assumes no responsibility for possible future discovery of such wastes or toxic materials.

No chemical or scientific tests were performed by the appraiser on the subject property, and it is assumed that the air, water, ground, and general environment associated with the property present no physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the lot does not contain any type of dumpsite and that there are not underground tanks (or any underground source) leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.

Should hazardous waste or toxic materials be discovered on, in or around the subject property in the future, or any of the aforementioned, the value estimates expressed in this report will be subject to revaluation at additional cost.

10. LEGALITY OF USE:

The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal. It is assumed that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report.

Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.

11. COMPONENT VALUES:

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

12. AUXILIARY AND RELATED STUDIES:

No environmental or impact studies, special market study or analysis, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study or analysis or previous study or analysis subsequently becoming known to him/her at a later date.

13. DOLLAR VALUES, PURCHASING POWER:

The market value estimated, and the costs used, correspond to the respective "date of value." All dollar amounts

are based on the purchasing power and price of the dollar as of the date of the value estimate.

14. INCLUSIONS:

Furnishings and equipment or business operations except as specifically indicated and typically considered as part of going concern value if applicable, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated.

15. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:

Improvements proposed, on-site or off-site as well as any repairs required are considered for purposes of this appraisal to be completed in a good and workmanlike manner according to information submitted and/or considered by the appraiser. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value corresponds to the date of value shown, if proposed, as if completed and operated at levels shown and projected.

EXISTING IMPROVEMENTS:

The age of any improvements on the subject site mentioned in this report should be considered a rough estimate. I am not sufficiently skilled in the construction trade to be able to reliably estimate the exact age of improvements by observation. I, therefore, rely on circumstantial evidence which may come into my possession (such as dates on architectural plans) or conversations with those who might be somewhat familiar with the history of the property such as property owners, on-site personnel or others. Parties interested in knowing the exact age of improvements on the land should contact us to ascertain the source of our data and then make a decision as to whether or not they wish to pursue additional investigation.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any observed condition or other comments given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is made as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating system, air conditioning system, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition or adequacy of a particular item, I would strongly suggest that a construction expert be hired for a detailed investigation.

16. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES:

The estimated market value is subject to change with market conditions over time; value is highly related to exposure, time, promotional efforts, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the market place. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of properties in the vicinity of the property appraised.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value is a reflection of such benefits as well as the appraiser's interpretation of income and yields and other factors derived from general and specific market information. Such estimates are based upon the specified date of value; they are thus subject to change because the market is naturally dynamic.

The appraiser reserves the right to alter the opinion of value on the basis of any information previously withheld or not discovered in the normal course of a diligent investigation.

Since projected mathematical models and other projections are based on estimates and assumptions that are inherently subject to uncertainty and variation depending upon evolving events, I do not represent them as results that will actually be achieved.

This appraisal is an estimate of value based on an analysis of information known to me at the time the appraisal was performed. I do not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value stated in this report is subject to change without notice.

Opinions and estimates expressed herein represent my best judgment, but should not be construed as advice or recommendation to act. Any actions taken by you, the client, or any others should be based on your own judgment, and the decision process should consider many factors other than just the value estimate and information given in this report.

17. MANAGEMENT OF THE PROPERTY:

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management, neither inefficient nor superefficient.

18. FEE:

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report.

19. REVIEW BY OTHERS:

Due to the varying requirements of individual review appraisers, this report cannot be guaranteed to meet any one review appraiser's opinion of acceptability. Any changes required by a review appraiser will be completed at the client's expense and at the appraiser's option.

20. AUTHENTIC COPIES:

The authentic copies of this report are signed in blue ink. Any copy that does not have the above is unauthorized and may have been altered.

21. APPRAISAL REPORT LIMITATIONS:

Appraisal reports are technical documents addressed to the specific technical needs of clients. Casual readers should understand that this report does not contain all of the information I have concerning the subject property or the real estate market. While no factors I believe to be significant but unknown to the client have been knowingly withheld, it is always possible that I have information of significance which may be important to others but which, with my limited acquaintance of the property and my limited expertise, does not seem to be important to use.

Appraisal reports made for lenders are technical documents specifically made to lender requirements. Casual readers are cautioned about their limitations and are cautioned against possible misinterpretation of the information contained in these reports.

22. ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.

QUALIFICATIONS OF APPRAISER

QUALIFICATIONS OF JOHN PRILLER

Professional Experience:

John entered the Real Estate business in Pensacola, Florida in 1973. Since then John has completed many different courses and done many hours of continuing education to further his knowledge of the Real Estate market in Escambia & Santa Rosa counties. John has served as an instructor at Pensacola Junior College for Real Estate Licensing courses and has testified as an expert witness in Civil & Federal Courts throughout Northwest Florida. He is a MAI and has specialized in Real Estate Appraising for over **32 years** devoting 100% of his time to this field of practice.

John has experience in several types of appraisals such as: Single Family Residential, Estates, Acreage, Plans & Specifications, Mobile Homes, Condominium Projects, Proposed Subdivisions, Commercial Properties, Multi-Tenant Office Buildings, Shopping Centers, Apartment Complexes, Hotels, Vacant Land and Multi-Family Housing. Also, John is **FHA & VA** approved.

Professional Organizations:

- President of the Northwest Florida Chapter of the Appraisal Institute-Region V11- 1998
- MAI, Member of the Appraisal Institute – 1990-2009
- CCIM, Member of Commercial Investment Real Estate Institute – 1995-2009
- ERC, Employee Relocation Services - 1990
- National Association of Realtors, Real Estate Appraisal Section
- National Institute of Real Estate Brokers
- Florida Association of Realtors
- Mortgage Lenders Association of West Florida – Associate Member
- Pensacola Association of Realtors
- Pensacola Five Flags Rotary- Paul Harris Fellow

Professional Licenses:

- State Certified General Real Estate Appraiser, RZ-99, Florida
- Licensed Real Estate Broker, BK-0115693, Florida

Academic Background:

- Bachelor of Science Degree in Management, University of West Florida, 1979
- Associate of Science, Business & Administration, Pensacola Junior College, 1974
- Completed Comprehensive Exam for Certified Commercial Investment Members, CCIM, Weston, VA, 1996
- Completed CI-408 Comprehensive Review for the Commercial Investment Real Estate Institute, Weston, VA, 1996
- Completed CI-401 Introduction to Commercial Real Estate Analysis for the Commercial Investment Real Estate Institute of the National Association of Realtors, Pensacola, FL, 1995
- Completed CI-301 Decision Analysis for Commercial Real Estate for the Commercial Investment Real Estate Institute of the National Association of Realtors, Pensacola, FL, 1995
- Completed CI-201 Market Analysis for Commercial Real Estate for the Commercial Investment Real Estate Institute of the National Association of Realtors, Pensacola, FL, 1995
- Completed CI-101 Financial Analysis for Commercial Real Estate for the Commercial Investment Real Estate Institute of the National Association of Realtors, Pensacola, FL, 1993
- Completed Standards of Professional Appraisal Practice Parts A&B for the Appraisal Institute, Florida State University, 1993
- Passed Comprehensive Exam for CRP, Certified Relocation Professional, 1990
- Passed Comprehensive Exam & Completed Narrative Demonstration Report for MAI,
- Member of the Appraisal Institute, 1990
- Completed Single Family Residential Appraiser VIII, American Institute of Real Estate Appraisers, University of Tampa, 1976
- Completed Principles & Practices of Real Estate, Registered Real Estate Broker State of Florida, 1974
- Completed Principles & Practices of Real Estate, Real Estate Sales Person State of Florida, 1973

Current Seminars & Continuing Education:

- Florida Laws and Regulations 09/2006
- USPAP Update 09/2006
- Appraisal Institute 2006 Conference 6/2006
- 2006 Scope of Work and the New USPAP
- Annual Fee Appraiser Training and Update
- Disclosures and Disclaimers
- Market Analysis & Site to do Business
- New Technologies for RE Appraisers
- Annual Fee Appraiser Training and Update 05/2006
- Appraisal Institute 2005 Conference 7/2005
 - o Valuing High-End Homes and other Unusual Residences
 - o Residential Consulting
 - o Inspecting Commercial
 - o Designing for Maintainability
 - o Residential Retrofit
 - o Internet Research

Current Seminars & Continuing Education (Cont'd)

- Professional's Guide to URAR (Fannie Mae) 5/2005
- Appraisal Institute 2005 Conference 5/2004
- Florida Laws and Regulations
- National USPAP Equivalent
- Does My Report Comply with USPAP
- Florida Laws and Regulations
- Limited Appraisal & the Scope of work
- Residential Construction 05/2004
- Condemnation Appraising & Advanced Topics and Applications, 07/1999
- National USPAP Update Course, 10/1997
- Comprehensive Exam for CCIM, Certified Commercial Investment Member
- Comprehensive Review, Commercial Investment Real Estate Institute (CIREI), 1996
- Appraisal Institute 1995 Continued Education
- Market Abstracted Depreciation for FEMA/Hurricane Damage Evaluation, 11/1995
- Lenders Views on Limited, Restricted & Summary Reports, 05/1995
- Appraisals on Retail Properties, 05/1995
- Introduction to Commercial Real Estate Analysis, CIREI
- Decision Analysis for Commercial Real Estate, CIREI
- Market Analysis for Commercial Real Estate, CIREI
- Appraisal Institute 1993 Continued Education
- Financial Analysis for Commercial Real Estate, CIREI
- Standards of Professional Appraisal Practice (Part A & Part B), Appraisal Institute
- Appraising Troubled Properties, Appraisal Institute, 1991
- Litigation Valuation, Appraisal Institute, 1991
- Comprehensive Exam for CRP (Certified Relocation Professional), 1990
- Comprehensive Exam for MAI, Appraisal Institute, 1990
- Narrative Demonstration Report for the MAI Designation, 1989
- Basic Valuation Procedure, American Institute of Real Estate Appraisers (AIREA), 1989
- Capitalization Theory & Techniques, Part A & Part B, AIREA, 1989
- Real Estate Appraisal Principles, University of West Florida, 1986
- Appraising Residential Condominiums, Society of Real Estate Appraisers, 1981
- Real Estate Analysis, American Institute of Real Estate Appraisers, August 1981
- Case Studies in Real Estate Valuation, AIREA, 1980
- Valuation Analysis and Report Writing, AIREA, 1980
- Standards of Professional Practice, American Institute of Real Estate Appraisers, 1980

Current Clients:

American Dreamhome Funding
American General Finance, Inc., Pensacola, FL & Foley, AL
AmSouth Bank & Mortgage, Inc., Pensacola, FL & Birmingham, AL
Bank of Pensacola, Pensacola, FL
Banco Popular, Rosemont, IL
Beach Community Bank, Destin & Pensacola, FL
Cendant Mortgage Corp., Mt. Laurel, NJ
JP Morgan Mortgage Corp., Atlanta, GA
Chase Mortgage Company, Tampa, FL
Chem-Executive Relocation Services
City of Pensacola Housing & Community Development, Pensacola, FL
Compass Bank, Pensacola, FL
Countrywide Home Loans, Pensacola, FL
Escambia County Employees Credit Union, Pensacola, FL
Equitable Relocation Company
Federal Housing Administration, Jacksonville, FL & Birmingham, AL
First Bank Mortgage, Irvine, CA
First Navy Bank, Pensacola, FL
First Wachovia Mortgage Company, Pensacola, FL
Five Flags Lending, Pensacola, FL
Genesis Relocation Company, Stanford, CT & Dallas, TX
Gordon Financial Group, Hallandale, FL
Gulf Coast Community Bank, Pensacola, FL
Harvesters Federal Credit Union, Pensacola, FL
Home Equity Relocation Company, Danbury, CT
Monsanto Employees Credit Union, Pensacola, FL
Nationwide Bank, Pensacola, FL
Navy Federal Credit Union, Pensacola, FL
Oak Street Mortgage, Jacksonville, FL
Pen Air Federal Credit Union, Pensacola, FL
Pensacola Guarantee Mortgage, Pensacola, FL
People's First Community Bank
PHH Mortgage, Mt. Laurel, NJ
Premier Mortgage Corp.
Prudential Relocation Services, Norwalk, CT
Regions Bank, Pensacola, FL
South Trust Mortgage, Pensacola, FL
USAA, San Antonio, TX
Veterans Administration, St. Petersburg, FL
Xonex Relocation Services

***John's services are also used by various attorneys, real estate agents, and individuals throughout Northwest Florida.**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00354

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Declaration and Disposal of Surplus City Property - 400 Block West Belmont

RECOMMENDATION:

That City Council declare the City-owned unimproved real property located at 400 Block West Belmont Street, Parcel Identification Number 000S009060030022, Account Number 150263000, as surplus and authorize the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

The unimproved property located at 400 Block West Belmont Street has been identified as available for disposal. The parcel is located on Lot 3, Block 22 West King Tract with frontage on Belmont Street. The site is approximately 0.0740 acres and the parcel is zoned R-1A, one and two family zoning district.

On July 30, 1981, the City acquired title to this property and 17 others through a Special Master's Deed pursuant to the final judgement in Case Number 81-1155-CA-01 in the Circuit Court in and for Escambia County, Florida, captioned The City of Pensacola versus Certain Lands upon Which Demolition Liens are Delinquent as recorded in Deed Book 1564 at Page 55 of the public records of Escambia County, Florida.

To facilitate the sale of the property, a realtor will be engaged to market the parcel and respond to inquiries related to the sale of the property. An appraisal of the parcel will be conducted and once a buyer is identified, the proposal will be presented to City Council for consideration.

PRIOR ACTION:

May 22, 1980 - City Council adopted Resolution Number 30-80 electing to foreclose delinquent municipal tax and special assessment liens, pursuant to Chapter 173, Florida Statutes.

September 8, 2009 - City Council approved the utilization of professional real estate services to market and sell property.

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with the sale of the property such as appraisals and closing costs will be reimbursed from the proceeds of the property sale. Additionally, the Westside Redevelopment Area will benefit from tax increment financing revenue resulting from development of the property.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) Parcel Map - 400 Block West Belmont
- 2) Escambia County Property Appraiser Parcel Information - 400 Block West Belmont
- 3) Special Master's Deed, Deed Book 1564, Page 55 - 400 Block West Belmont
- 4) City Council Resolution Number 30-80

PRESENTATION: No

N D ST

Surplus Request
000S009060030022
150263000
400 BLK W Belmont

N C ST

W BELMONT ST

0 45 90 Feet

Date: 12/22/2016



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\EconomicDev\CityOwned\Surplus\WBelmont.mxd

PENSACOLA



Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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[Back](#)

☒ Navigate Mode
 ☒ Account
 ☐ Reference
 [Printer Friendly Version](#)

General Information Reference: 000S009060030022 Account: 150263000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 400 BLK W BELMONT ST 32501 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$6,450</td> <td>\$0</td> <td>\$6,450</td> <td>\$6,450</td> </tr> <tr> <td>2015</td> <td>\$6,450</td> <td>\$0</td> <td>\$6,450</td> <td>\$6,450</td> </tr> <tr> <td>2014</td> <td>\$6,450</td> <td>\$0</td> <td>\$6,450</td> <td>\$6,450</td> </tr> </tbody> </table> Disclaimer Amendment 1/Portability Calculations	Year	Land	Imprv	Total	Cap Val	2016	\$6,450	\$0	\$6,450	\$6,450	2015	\$6,450	\$0	\$6,450	\$6,450	2014	\$6,450	\$0	\$6,450	\$6,450
Year	Land	Imprv	Total	Cap Val																	
2016	\$6,450	\$0	\$6,450	\$6,450																	
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Sale Date	Book	Page	Value	Type	Official Records (New Window)																
07/1981	1564	55	\$19,400	SM	View Instr																

Parcel Information
[Launch Interactive Map](#)

Section Map Id: CA105 Approx. Acreage: 0.0740 Zoned: R-1A Evacuation & Flood Information Open Report	View Florida Department of Environmental Protection (DEP) Data
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Buildings

Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 12/14/2016 (tc.4387)

1000
8730
9730
PREPARED BY
✓
CHARLES L. HOFFMAN, JR.
S. F. D. & M., P.A.
P. O. BOX 1831
PENSACOLA, FL 32598

1564 PAGE 55

SPECIAL MASTER'S DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This deed, executed July 30, 1981, between John B. Carr as Special Master, party of the first part, and the City of Pensacola, Pensacola, Florida, party of the second part

WITNESSETH:

The party of the first part, pursuant to the final judgment entered in June 26, 1981 in Case No. 81-1155-CA-01 in the Circuit Court in and for Escambia County, Florida, captioned "The City of Pensacola vs. Certain Lands upon Which Demolition Liens are Delinquent", and pursuant to the order entered in the same case on July 30th, 1981, and in consideration of the sum of \$19,334.05 in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the party of the second part, its successors and assigns forever, the real property in Escambia County, Florida described as follows:

- Lot 3, Block 22, WEST KING TRACT, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.
- AND
- Lot 23, Block 33, WEST KING TRACT, City of Pensacola, Florida being described according to map of said City copyrighted by Thomas C. Watson in the year 1906.
- AND
- Lot 23 and the West 8 feet of Lot 24, Block 39, DONNELSON TRACT, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.
- AND
- The East 1/2 of Lot 12 and the West 12 feet of Lot 13, Block 40, EAST KING TRACT, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.
- AND
- West 20 feet of Lot 23, Block 109, East King Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.
- AND
- South 45 feet of Block 74, West King Tract, Belmont Numbering, in the City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.
- AND
- South 25 feet of Lot 6, Block 90, BELMONT, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

AND

The East 95 feet of Lot 17, Block 86, East King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

AND

Lot 6 and the South 16 feet of Lot 7, Block 25, EAST KING TRACT, East of Tarragona Street, as per map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906, lying and being in the City of Pensacola, Escambia County, Florida.

AND

The North 21 feet of the West 92 feet of Lot 8, Block 90, East King Tract, Belmont Numbering, City of Pensacola, Escambia County, Florida, according to map of said city copyrighted by Thomas C. Watson in 1906.

AND

The West 15 feet of Lot 3, and the East 29 feet of Lot 4, Pettersen Addition, Block 104, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.

AND

Lot 27, Block 16 of the Belmont Tract, City of Pensacola, Escambia County, Florida, as per map of said City copyrighted by Thomas C. Watson in 1906.

AND

Lot 17, Block 127, BELMONT TRACT, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.

AND

Lot 30, Block 28, Belmont Tract, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.

AND

Lot 5, Block 3, Donelson Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

AND

The South 30 feet of the North 100 feet of Lot 4 and of the West half of Lot 5 in Block 60 of the EAST KING TRACT, EAST OF TARRAGONA STREET, City of Pensacola, Escambia County, Florida.

AND

The West 5 feet of Lot 4, all of Lot 5, and the East 8 feet of Lot 6, Block 48, Donelson Tract, City of Pensacola, Escambia County, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

AND

Lots 9 and 10, Block 360, NEW CITY TRACT, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

To have and to hold the same to the party of the second part, its successors and assigns in fee simple forever.

By this deed, the special master does not individually or in his representative capacity provide any warranties of title on the above described properties.

Signed, sealed and delivered
in the presence of:

[Handwritten signature]

JOHN B. CARR,
Special Master

Before the subscriber personally appeared John B. Carr, Special Master, known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of June, 1981.

Given under my
Signature, 1981.

Notary Public
My commission expires: 3-9-82



095337

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

JUL 30 4 14 PM '81

IN BOOK & PAGE NOTED ABOVE
JOEL FLOWERS, COMPLAINT
ESCAMBIA COUNTY

RESOLUTION
NO. 30-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION ELECTING TO FORECLOSE
DELINQUENT MUNICIPAL TAX AND SPECIAL
ASSESSMENT LIENS PURSUANT TO CHAPTER
173, FLORIDA STATUTES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA:

SECTION 1: That the City Council of the City of
Pensacola, Florida does hereby elect to exercise the
powers and provisions conferred by Chapter 173, Florida
Statutes and to exercise all other powers necessary to
foreclose any municipal tax liens, special assessment
liens, or any other liens of the City of Pensacola which
are or may hereafter become outstanding and delinquent;
and

SECTION 2: That the City Attorney or his designee
is hereby authorized and directed to take such action as
is necessary to carry out the intent of this resolution.

SECTION 3. This Resolution shall take effect immediate-
ly upon its adoption by the City Council and shall be publish-
ed as required by law.

ADOPTED: May 22 1980

APPROVED: West
Mayor

Attest:

Pauline Johns
City Clerk

Legal in form and valid if adopted:

Ray L. Latham
City Attorney

MICROFILMED

Roll 209 Frame 93



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00355

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Declaration and Disposal of Surplus City Property - West Intendencia Street

RECOMMENDATION:

That City Council declare the City-owned unimproved real property located at West Intendencia Street, Parcel Identification Number 000S009080014094, Account Number 153145000, as surplus and authorize the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

The unimproved property located at West Intendencia Street has been identified as available for disposal. The parcel is located on Lot 14, Block 94 Maxent Tract with frontage on Barrancas Avenue and corner access to South "G" Street. The site is approximately 0.0800 acres and the parcel is zoned R-1AA, one and two family zoning district.

In October 1949, the parcel on West Intendencia was advertised and conveyed by Special Master's Deed to the City of Pensacola in the final decree of foreclosure in the amount of \$798.92 as recorded in Deed Book 309 at Page 518 of the public records of Escambia County on October 4, 1949.

To facilitate the sale of the property, a realtor will be engaged to market the parcel and respond to inquiries related to the sale of the property. An appraisal of the property will be conducted and once a buyer is identified, the proposal will be presented to City Council for consideration.

PRIOR ACTION:

September 8, 2009 - City Council approved the utilization of professional real estate services to market and sell property.

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with the sale of the property such as appraisals and closing costs will be reimbursed from the proceeds of the property sale. Additionally, the Westside Redevelopment Area will benefit from future tax increment financing revenue resulting from development of the property.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) Parcel Map - West Intendencia Street
- 2) Escambia County Property Appraiser Parcel Information - West Intendencia Street
- 3) Special Master's Deed, Deed Book 309, Page 518 - West Intendencia Street

PRESENTATION: No

Surplus Request
000S009080014094
153145000
W Intendencia St

BARRANCAS AVE

SG ST

W INTENDENCIA ST

0 45 90 Feet

Date: 12/22/2016



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\EconomicDev\CityOwned\Surplus\WIntendencia.mxd

PENSACOLA



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)

[←](#)
 Navigate Mode
 ☒ Account
 ☐ Reference
 [→](#)

[Printer Friendly Version](#)

General Information Reference: 000S009080014094 Account: 153145000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: W INTENDENCIA ST 32502 Use Code: VACANT COMMERCIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$9,932</td> <td>\$0</td> <td>\$9,932</td> <td>\$9,932</td> </tr> <tr> <td>2015</td> <td>\$9,932</td> <td>\$0</td> <td>\$9,932</td> <td>\$9,932</td> </tr> <tr> <td>2014</td> <td>\$9,932</td> <td>\$0</td> <td>\$9,932</td> <td>\$9,932</td> </tr> </tbody> </table> Disclaimer Amendment 1/Portability Calculations		Year	Land	Imprv	Total	Cap Val	2016	\$9,932	\$0	\$9,932	\$9,932	2015	\$9,932	\$0	\$9,932	\$9,932	2014	\$9,932	\$0	\$9,932	\$9,932
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Sale Date	Book	Page	Value	Type	Official Records (New Window)																		
None																							

Parcel Information
Section Map Id: CA103
Approx. Acreage: 0.0800
Zoned: C-2
Evacuation & Flood Information
[Open Report](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

[Launch Interactive Map](#)

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/14/2016 (tc.3331)

State of Florida

SPECIAL MASTER'S DEED

County of ESCAMBIAThis Indenture entered into this fourth day of October 19 49by and between W. G. Jones
Circuit Court for the First Judicial Circuit
as Special Master in Chancery of the of Florida, in and for EscambiaCounty, Florida, party of the first part, and THE CITY OF PENSACOLA, a municipal cor-
poration of the State of Florida,

party of the second part, WITNESSETH:

WHEREAS, In a certain suit pending in the Chancery Side of the said
Circuit Court of the First Judicial Circuit of Florida, in and for Escambia
County, Florida, wherein ~~the said, The City of Pensacola, a municipal corporation, was~~
the said, The City of Pensacola, a municipal corporation, was
plaintiff, and certain real property hereinafter described

and THE FIRST BANK AND TRUST COMPANY, a corporation, as Trustee, et al.,

was defendant, the party of the first part was appointed by and in the final decree of foreclosure
as amended September 14, 1949
rendered therein on the 26th day of August, 19 49 and spread in the
records of said Court in Chancery Order Book No. 37, at page 233, as Special Master to make
sale of the property involved in this suit, in the event of default being made in the payment of the
sums decreed to be paid to plaintiff, and whereas default was made in the payment of the sums
decreed to be paid to the plaintiff; and,

WHEREAS, In pursuance of said decree the party of the first part gave due and legal notice in
conformity with such decree that the property involved in said suit would be sold for cash to the highest
and best bidder in front of the County Court House Door, in The City of Pensacola,
Escambia

County, Florida, during the legal hours of sale, on Monday, the 3rd day of October 19 49,
publishing such advertisement once each week for two consecutive times of publication in the
Pensacola Standard
a newspaper published in the city of Pensacola, Escambia County, Florida,
such advertisement describing the said property, and publication having been completed as decreed prior
to the sale; and,

WHEREAS, In conformity with such advertisement of sale and in pursuance of such final decree
the party of the first part did offer for sale at public outcry at the time and place and in the manner
advertised, to the highest and best bidder for cash, the said property described in said advertisement,
and at such sale THE CITY OF PENSACOLA, A Municipal Corporation,

appeared by its agent, and bid for the said property, to-wit:

Lot 14 in Block 94 of the Maxent Tract,
in the City of Pensacola, Escambia County,
Florida; according to map of said city
copyrighted by Thomas C. Watson in 1906.

~~Continued~~ the sum of
SEVEN HUNDRED and NINETY-EIGHT and 92/100-----DOLLARS (\$ 798.92---),
and such bid being the highest and best and last bid for cash for said piece(s) of property, the said
property was struck off to the said THE CITY OF PENSACOLA, a Municipal Corporation

or its nominee, at said sum; and,

WHEREAS, Thereafter, on the 3rd day of October, 1949, the
party of the first part herein duly reported such sale to the Court, and whereas by an Order of Court
such sale was ratified, approved, confirmed and adopted on the 3rd day of October, 1949,
and the party of the first part directed to execute and deliver to the said

THE CITY OF PENSACOLA, A Municipal Corporation,
or its nominee, a deed conveying the property so sold, upon the compliance by it with
the terms of its bid; and,

WHEREAS, The purchaser has complied with the terms of its said bid, and has nominated
itself

to take title to the said property;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order
to carry into effect the sale so made as aforesaid, in pursuance of the said final decree of the said Court
in Chancery, in consideration of the premises and of the sum of

Seven Hundred and Ninety-eight and 92/100----- Dollars
paid at the time of the execution hereof, by the said

THE CITY OF PENSACOLA, A Municipal Corporation,
to the said Special Master, the receipt whereof he does hereby acknowledge, has granted, bargained and
sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien,
release, convey and confirm unto the said

THE CITY OF PENSACOLA, A Municipal Corporation,

forever, that certain property situate, lying and being in

The City of Pensacola, Escambia

County, Florida, described as follows, to-wit:

Lot 14 in Block 94 of the Maxent Tract
in the City of Pensacola, Escambia County,
Florida, according to map of said city
copyrighted by Thomas C. Watson in 1906.

together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise
appertaining, the whole free from all exemption and right of homestead.

TO HAVE AND TO HOLD all and singular the above premises above mentioned and described,
and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of
the second part, its successors, grantees and assigns

to the only proper use and behoof of the party of the second part, its successors, grantees and assigns, forever.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this fourth day of
October, A. D., 1949.

Signed, sealed and delivered in the presence of:

W. C. Jones (SEAL)
Special Master in Chancery
W. C. Jones
Martha Fullan Reese



STATE OF FLORIDA

County of ESCAMBIA

Before the undersigned, a Notary Public, personally appeared W. C. JONES, JR.

well known to me and known to me to be the identical individual described by such name in and who
executed as Special Master in Chancery for the Circuit Court of the First Judicial

Circuit of Florida, in and for Escambia
County, Florida, the foregoing deed of conveyance, and acknowledged that he executed the same for the
uses and purposes therein set forth, and as such Special Master.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this fourth day of
October, A. D., 1949.

Martha Fullan Reese
Notary Public.

Commission Expires 10-2-52

7291
AT 7:01 O'CLOCK, FILED
RECORDED IN THE PUBLIC
RECORDS OF ESCAMBIA COUNTY, FLORIDA, IN THE
BOOK AND PAGE NOTED ABOVE.
LANGLEY BELL CLERK CIRCUIT COURT
by Gay Baker
DEPUTY CLERK





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00356

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Declaration and Disposal of Surplus City Property - 1000 Block North "E" Street

RECOMMENDATION:

That City Council declare the City-owned improved real property located at 1000 Block North "E" Street, Parcel Identification Number 000S009060015048, Account Number 150596000, as surplus and authorize the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

The improved property located at 1000 Block North "E" Street has been identified as available for disposal. The parcel is located at Lot 15, Block 48 West King Tract with frontage on North "E" Street. The site is approximately 0.0875 acres and the parcel is zoned R-1A, one and two family zoning district.

On December 9, 1949, the City acquired the parcel at Lot 15, in Block 48, West King Tract through a Warranty Deed as recorded in Deed Book 309 at Page 312 of the public records of Escambia County.

To facilitate the sale of the property, a realtor will be engaged to market the parcel and respond to inquiries related to the sale of the property. An appraisal of the parcel will be conducted and once a buyer is identified, the proposal will be presented to City Council for consideration.

PRIOR ACTION:

September 8, 2009 - City Council approved the utilization of professional real estate services to market and sell property.

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with the sale of the property such as appraisals and closing costs will be reimbursed from the proceeds of the property sale. Additionally, the Westside Redevelopment Area will benefit from tax increment financing revenue resulting from development of the property.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

- 1) Parcel Map - 1000 Block North "E" Street
- 2) Escambia County Property Appraiser Parcel Information - 1000 Block North "E" Street
- 3) Warranty Deed, Deed Book 309, Page 312 - 1000 Block North "E" Street

PRESENTATION: No

N F ST

W GONZALEZ ST

Surplus Request
000S009060015048
150569000
1000 Blk N E Street

Surplus Request

N E ST

0 45 90 Feet

Date: 12/22/2016



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\EconomicDev\CityOwned\Surplus\NEST.mxd

PENSACOLA



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)

[←](#)
 Navigate Mode
 ☒ Account
 ☐ Reference
 [→](#)

[Printer Friendly Version](#)

General Information

Reference: 000S009060015048
Account: 150596000
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 1000 BLK N E ST 32501
Use Code: VACANT RESIDENTIAL [🔍](#)
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	\$7,245	\$0	\$7,245	\$7,245
2015	\$7,245	\$0	\$7,245	\$7,245
2014	\$7,245	\$0	\$7,245	\$7,245

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

LT 15 BLK 48 WEST KING TRACT CA 106

Extra Features

None

Parcel Information

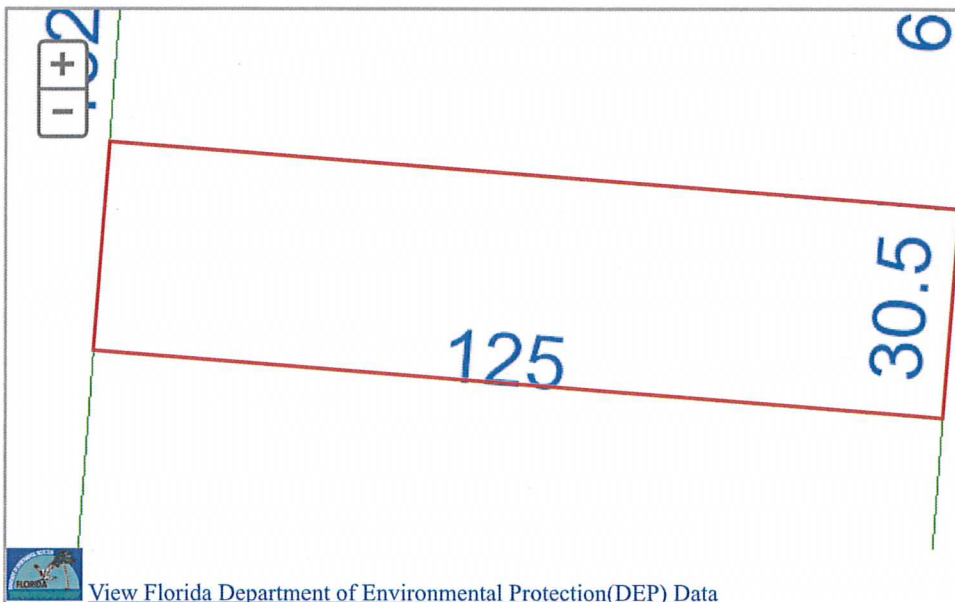
[Launch Interactive Map](#)

Section Map Id:
[CA106](#)

Approx. Acreage:
 0.0875

Zoned: [🔍](#)
 R-1A

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:12/14/2016 (tc.3177)

WARRANTY DEED

Mayer Form D-1
Printed and For Sale by
Mayer Printing Company
Pensacola, Florida
101210-74

DEED 309 PAGE 312

State of Florida,

ESCAMBIA COUNTY County

KNOW ALL MEN BY THESE PRESENTS: THAT WE, EDDIE LEE DIXON and JIMMIE LEE DIXON,
husband and wife,

for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good consideration

DOLLARS

to us in hand paid by THE CITY OF PENSACOLA, A Municipal Corporation,

the receipt whereof is hereby

acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey

unto the said THE CITY OF PENSACOLA, A Municipal Corporation,

its SUCCESSORS and assigns forever, the following described real estate, situate, lying and being in

County of Escambia State of Florida to-wit:

Lot: 15 XXXXX, in Block 48, West King Tract in the City of Pensacola,

according to map of said City copyrighted in the year 1906, by

Thos. C. Watson.



Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To HAVE AND TO HOLD the above described premises unto the said

THE CITY OF PENSACOLA, its successors

and assigns, forever, free from all exemption of homestead right or claim of OURS, the said grantor. If any such right or claim we possess: And we, the said grantor, for ourselves and our heirs, do covenant with the said grantee, its successors and assigns, that we are well seized of the property, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that said grantor shall and will warrant and by these presents forever defend the said premises unto the said grantee, its successors and assigns, against the lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, we have hereunto set our hand and seal this day of 19

Signed, sealed and delivered in the presence of

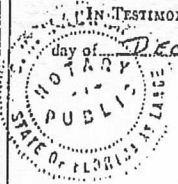
[Signature]
[Signature]

Eddie Lee Dixon (SEAL)
Jimmie Lee Dixon (SEAL)
(SEAL)
(SEAL)

State of FLORIDA
County of ESCAMBIA

DEED 309 PAGE 313

This day, before the undersigned personally appeared EDDIE LEE DIXON and JIMMIE LEE DIXON, husband and wife,
to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and
acknowledged that they executed the same for the uses and purposes therein expressed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this -9-
day of DECEMBER, A. D., 1949.

NOTARY OF THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 28, 1950

Mayes' Form D-1

State of Florida

ESCAMBIA COUNTY

EDDIE LEE DIXON et al.,

TO

THE CITY OF PENSACOLA.

Warranty Deed

Received this 9 day
of DEC, A. D., 1949
at 11:00 o'clock M
and Recorded in Volume 16935 Page 313
the 9 day of DEC, A. D., 1949
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLA.
By Langley Bell, D.C.
Mayes Printing Company, Pensacola, Florida

NO. 16935

FILED DEC 12 1949

AT 11:01 O'CLOCK AM RECORDED IN THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE

LANGLEY BELL Clerk Circuit Court

By Langley Bell
Deputy Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00374

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

Amendment to Section 3 of Ordinance No. 23-15, Granting an Economic Development Ad Valorem Tax Exemption (EDATE) to Real Property at 101 E. Romana Street and Tangible Property for Daily Convo, LLC

RECOMMENDATION:

That City Council adopt an ordinance amending Section 3 of Ordinance No. 23-15, granting an Economic Development Ad Valorem Tax Exemption (EDATE) for certain improvements to real property located at 101 East Romana Street and tangible property for Daily Convo, LLC, to read: The period of time for which the exemption will remain in effect is ten (10) years, beginning with the first year that the improvements for which the exemption is being granted are placed on the ad valorem tax rolls.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

In December of 2015 City Council adopted Ordinance 23-15 which granted an EDATE to Daily Convo, LLC for property located at 101 East Romana St. At the time of adoption, Section 3 of the Ordinance read: The period of time for which the exemption will remain in effect is ten (10) years and the expiration date of the exemption is December 31, 2015.

The amendment to Section 3 proposes that the running of the EDATE begin the first year that the improvements for which the exemption is granted are placed on the ad valorem tax rolls and continuing for ten (10) years from that date.

PRIOR ACTION:

December 9, 2015 - City Council Adopted Ordinance 23-15

Florida Legislature enacting Chapter 2016-220 containing certain amendments to the statutory provisions relating to qualified EDATES

FUNDING:

N/A

FINANCIAL IMPACT:

To be determined

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Daily Convo - Proposed Ordinance
- 2) Ordinance 23-15

PRESENTATION: No

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE NO. 23-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO REAL PROPERTY LOCATED AT 101 EAST ROMANA STREET AND TANGIBLE PROPERTY FOR DAILY CONVO, LLC; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted Ordinance No. 23-15 on December 9, 2015; and

WHEREAS, since the adoption of said Ordinance the Florida Legislature enacted Chapter 2016-220, Florida Statutes, containing certain amendments to the statutory provisions relating to qualified economic ad valorem tax exemptions; and

WHEREAS, as a result of the adoption of such statutory amendments, an ambiguity exists as to whether the original intent of a 10 year EDATE has been preserved or diminished; and

WHEREAS, in light of the above developments, the City Council desires to amend Ordinance No. 23-15, in order to clarify and confirm the original intent of its initial ordinance to grant the full 10 year EDATE upon which Daily Convo relied in its investment decision;

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3 of Ordinance No. 23-15 is amended to read as follows:

~~Section 3. The period of time for which the exemption will remain in effect is ten (10) years, and the expiration date of the exemption is December 31, 2025.~~

Section 3. The period of time for which the exemption will remain in effect is ten (10) years, beginning with the first year that the improvements for which the exemption is being granted are placed on the ad valorem tax rolls.

SECTION 2. Except as amended herein, Ordinance No. 23-15 shall remain in full force and effect.

SECTION 3. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 22-15

ORDINANCE NO. 23-15

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT
AD VALOREM TAX EXEMPTION FOR CERTAIN
IMPROVEMENTS TO REAL PROPERTY LOCATED AT 101
EAST ROMANA STREET AND TANGIBLE PROPERTY FOR
DAILY CONVO, LLC; REPEALING CLAUSE; PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has passed Resolution 01-15 expressing its support of Daily Convo, LLC as a qualified economic development ad valorem tax exemption (EDATE) applicant subject to the requirements of Section 196.1995, Florida Statutes; and

WHEREAS, Daily Convo, LLC has represented to the City that Daily Convo, LLC will provide partial public use of the multi-story car parking deck to be constructed as part of the project; and

WHEREAS, Daily Convo, LLC has made application to the City and requested an ordinance granting an exemption pursuant to Chapter 3-4, Article III, Division 3, Section 3-4-131 through Section 3-4-142 of the Code of the City of Pensacola, and Florida Statutes Chapter 196; and

WHEREAS, Daily Convo, LLC is applying for the EDATE as a new business located in the City of Pensacola Enterprise Zone 1702; and

WHEREAS, by legislative act, the City of Pensacola Enterprise Zone 1702 expires December 31, 2015 with the other Florida enterprise zones; and

WHEREAS, City Council desires to provide to Daily Convo, LLC an economic development ad valorem tax exemption prior to the expiration of Enterprise Zone 1702;

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. An economic development ad valorem tax exemption pursuant to Florida Statutes Chapter 196, and Chapter 3-4, Article III, Division 3, Section 3-4-131 through Section 3-4-142 of the Code of the City of Pensacola, is hereby granted to Daily Convo, LLC, 41 North Jefferson Street, Suite 107, Pensacola, Florida 32502, based on a maximum of \$50,000,000.00 per year assessed value above the 2014 taxable value of \$2,965,553.00 on all improvements resulting from the new construction and addition of tangible property.

SECTION 2. The total amount of revenue available to the City from ad valorem tax sources for the current fiscal year is \$13,670,568. The total amount of revenue lost to the City for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect is \$37,590. The estimated revenue loss to the City for the current fiscal year attributable to the exemption of Daily Convo, LLC is \$214,475.

SECTION 3. The period of time for which the exemption will remain in effect is ten (10) years, and the expiration date of the exemption is December 31, 2025.

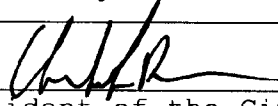
SECTION 4. The City finds that Daily Convo, LLC meets the requirements of a new business pursuant to Florida Statutes Chapter 196.

SECTION 5. The Daily Convo, LLC project shall be designed and constructed to utilize City Natural Gas.

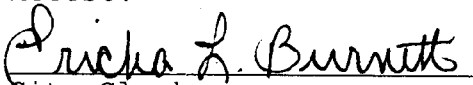
SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: **December 9, 2015**

Approved: 
President of the City Council

Attest:


City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 01-17

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

Proposed Ordinance No. 01-17 - Amendment to Section 3 of Ordinance No. 23-15, Granting an Economic Development Ad Valorem Tax Exemption (EDATE) to Real Property at 101 E. Romana Street and Tangible Property for Daily Convo, LLC.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 01-17 on first reading.

AN ORDINANCE AMENDING ORDINANCE NO. 23-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO REAL PROPERTY LOCATED AT 101 EAST ROMANA STREET AND TANGIBLE PROPERTY FOR DAILY CONVO, LLC; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

In December of 2015 City Council adopted Ordinance 23-15 which granted an EDATE to Daily Convo, LLC for property located at 101 East Romana St. At the time of adoption, Section 3 of the Ordinance read: The period of time for which the exemption will remain in effect is ten (10) years and the expiration date of the exemption is December 31, 2015.

The amendment to Section 3 proposes that the running of the EDATE begin the first year that the improvements for which the exemption is granted are placed on the ad valorem tax rolls and continuing for ten (10) years from that date.

PRIOR ACTION:

December 9, 2015 - City Council Adopted Ordinance 23-15

Florida Legislature enacting Chapter 2016-220 containing certain amendments to the statutory provisions relating to qualified EDATES

FUNDING:

N/A

FINANCIAL IMPACT:

To be determined

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Daily Convo - Proposed Ordinance No. 01-17
- 2) Ordinance No. 23-15

PRESENTATION: No

PROPOSED
ORDINANCE NO. 01-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE NO. 23-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO REAL PROPERTY LOCATED AT 101 EAST ROMANA STREET AND TANGIBLE PROPERTY FOR DAILY CONVO, LLC; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted Ordinance No. 23-15 on December 9, 2015; and

WHEREAS, since the adoption of said Ordinance the Florida Legislature enacted Chapter 2016-220, Florida Statutes, containing certain amendments to the statutory provisions relating to qualified economic ad valorem tax exemptions; and

WHEREAS, as a result of the adoption of such statutory amendments, an ambiguity exists as to whether the original intent of a 10 year EDATE has been preserved or diminished; and

WHEREAS, in light of the above developments, the City Council desires to amend Ordinance No. 23-15, in order to clarify and confirm the original intent of its initial ordinance to grant the full 10 year EDATE upon which Daily Convo relied in its investment decision;

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3 of Ordinance No. 23-15 is amended to read as follows:

~~Section 3. The period of time for which the exemption will remain in effect is ten (10) years, and the expiration date of the exemption is December 31, 2025.~~

Section 3. The period of time for which the exemption will remain in effect is ten (10) years, beginning with the first year that the improvements for which the exemption is being granted are placed on the ad valorem tax rolls.

SECTION 2. Except as amended herein, Ordinance No. 23-15 shall remain in full force and effect.

SECTION 3. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 22-15

ORDINANCE NO. 23-15

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT
AD VALOREM TAX EXEMPTION FOR CERTAIN
IMPROVEMENTS TO REAL PROPERTY LOCATED AT 101
EAST ROMANA STREET AND TANGIBLE PROPERTY FOR
DAILY CONVO, LLC; REPEALING CLAUSE; PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has passed Resolution 01-15 expressing its support of Daily Convo, LLC as a qualified economic development ad valorem tax exemption (EDATE) applicant subject to the requirements of Section 196.1995, Florida Statutes; and

WHEREAS, Daily Convo, LLC has represented to the City that Daily Convo, LLC will provide partial public use of the multi-story car parking deck to be constructed as part of the project; and

WHEREAS, Daily Convo, LLC has made application to the City and requested an ordinance granting an exemption pursuant to Chapter 3-4, Article III, Division 3, Section 3-4-131 through Section 3-4-142 of the Code of the City of Pensacola, and Florida Statutes Chapter 196; and

WHEREAS, Daily Convo, LLC is applying for the EDATE as a new business located in the City of Pensacola Enterprise Zone 1702; and

WHEREAS, by legislative act, the City of Pensacola Enterprise Zone 1702 expires December 31, 2015 with the other Florida enterprise zones; and

WHEREAS, City Council desires to provide to Daily Convo, LLC an economic development ad valorem tax exemption prior to the expiration of Enterprise Zone 1702;

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. An economic development ad valorem tax exemption pursuant to Florida Statutes Chapter 196, and Chapter 3-4, Article III, Division 3, Section 3-4-131 through Section 3-4-142 of the Code of the City of Pensacola, is hereby granted to Daily Convo, LLC, 41 North Jefferson Street, Suite 107, Pensacola, Florida 32502, based on a maximum of \$50,000,000.00 per year assessed value above the 2014 taxable value of \$2,965,553.00 on all improvements resulting from the new construction and addition of tangible property.

SECTION 2. The total amount of revenue available to the City from ad valorem tax sources for the current fiscal year is \$13,670,568. The total amount of revenue lost to the City for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect is \$37,590. The estimated revenue loss to the City for the current fiscal year attributable to the exemption of Daily Convo, LLC is \$214,475.

SECTION 3. The period of time for which the exemption will remain in effect is ten (10) years, and the expiration date of the exemption is December 31, 2025.

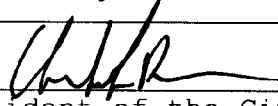
SECTION 4. The City finds that Daily Convo, LLC meets the requirements of a new business pursuant to Florida Statutes Chapter 196.

SECTION 5. The Daily Convo, LLC project shall be designed and constructed to utilize City Natural Gas.

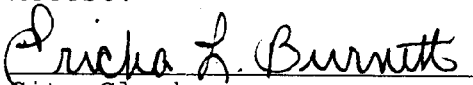
SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: **December 9, 2015**

Approved: 
President of the City Council

Attest:


City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00364

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

Amendment to City Council Rules and Procedures-Section(s) 2.05 and 2.09

RECOMMENDATION:

That City Council amend Council Rules and Procedures, Section(s) 2.05 and 2.09 to clear up currently existing ambiguity and conflict.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

There currently exists ambiguity between City Council Rules and Procedures, Sections 2.05 and 2.09.

Currently under Section 2.05 (Agenda Conference - Order of Business), Presentations are listed as (2).

Section 2.09 (Presentations) states: "Requests for Presentations shall be sponsored by a City Council Member or the Mayor. Such a request shall be accompanied by a Council Memorandum and shall be included on the agenda in the same manner as all other items are included. It shall be reviewed at the Agenda Conference and shall be subject to all rules pertaining to agenda items. Any request for presentation being submitted after the deadline will be treated as are all other agenda items."

Current practice allows for Presentations to take place at the Agenda Conference, prior to them actually being approved within the Agenda.

To clear this ambiguity, following review at the Agenda Conference, the Council will vote on the proposed presentation; if passed, the presentation will be conducted immediately following the approval of the final agenda.

Also, it has been recognized that some presentations are more suitable for an Agenda Conference setting while others are more appropriate at the Council Meeting. To address this issue, language will be included within Section 2.09 that allows the sponsor to request the presentation be conducted at a Regular or Special Council

Meeting, subject to approval by the majority of Council. As a ministerial matter, the Council will vote on the presentation; if passed, the presentation will take place during the Awards/Presentation portion of the next regularly scheduled Council meeting.

PRIOR ACTION:

June 16, 2016, City Council Adopted current Rules and Procedures

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) City Council Rules and Procedures, Section 2.05 Agenda Conference - Order of Business
- 2) City Council Rules and Procedures, Section 2.09 Presentations

PRESENTATION: No

Section 2.05 Agenda Conference – Order of Business

- 1) Roll Call.
- 2) Presentations.
- 3) Review of consent agenda items.
- 4) Review of regular agenda items.
- 5) Consideration of any add-on items.
- 6) Approval of final agenda.
- 7) Presentations.
- 8) City Administrator's Communication.
- 9) City Attorney's Communication.
- 10) Police Chief's Report.
- 11) Finance Director's Report.
- 12) Council Communication.
- 13) Adjournment.

Section 2.09 Presentations

Requests for presentations shall be sponsored by a City Council Member or the Mayor. Such a request shall be accompanied by a Council Memorandum for use during the presentation review at the Agenda Conference. As a ministerial matter, the Council will vote on the proposed presentation; if passed, the presentation will be conducted immediately following the Approval of the Final Agenda. ~~and shall be included on the agenda in the same manner as all other items are included. It shall be reviewed at the Agenda Conference and shall be subject to all rules pertaining to agenda items.~~ A sponsor of a presentation may request that the presentation be conducted at a Regular or Special Council Meeting, subject to approval by the majority of Council. As a ministerial matter, the Council will vote on the presentation; if passed, the presentation will take place during the Awards/Presentation portion of the next regularly scheduled Council Meeting. Any request for presentation being submitted after the deadline will be treated as are all other agenda items.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00339

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Amendment to City Council Rules and Procedures--Section 3.04

RECOMMENDATION:

That City Council amend Section 3.04 of the City Council Rules and Procedures, Council Established Boards, by mandating yearly Ethics and Sunshine Law training, establish April 1st of each year as the date by which the training must be completed, require training within 30-days of appointment and create a reporting mechanism to ensure compliance.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

In June of 2016 the City Council ratified its Rules and Procedures including the addition of Section 3.04, Council Established Boards. This section states in part, "...Board members shall be provided with annual ethics training conducted by a member of Council staff or the City Attorney's Office."

This amendment will do a number of things; it will include Sunshine Law training and mandate ethics and sunshine training for all Council established boards and board members. It will also establish April 1st deadline each year as the date by which the training must be completed, requires new appointees to have the training within 30-days of appointment and creates a reporting mechanism to ensure compliance.

PRIOR ACTION:

June 16, 2016 - City Council ratified the current Council Rules and Procedures

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed amendment to the City Council Rules and Procedures

PRESENTATION: No

Section 3.04 Council Established Boards

City Council established Boards, Commissions or Authorities shall supply a yearly report to the City Council outlining the year's achievements, accomplishments and up-coming year's goals. This mandatory reporting requirement shall be reflected within each Board, Commission or Authorities bylaws. This report shall be submitted to the Council Executive no later than January 31st of each year.

Board members shall be provided ~~with~~ and must complete annual ethics and sunshine law training conducted by a member of Council staff or the City Attorney's Office. Proof of completion must be submitted to the Council Executive no later than April 1st of each year. Upon the appointment to a Board, Commission or Authority, individuals will be provided ~~said~~ ethics and sunshine law training within 30-days as soon as is possible after ~~of~~ of their appointment to the Board, Commission or Authority, with proof of completion of training provided to the Council Executive within that 30-day timeframe unless an extension of time is granted by the Council Executive.

Removal of Board members shall be in accordance with State Statute and/or the policy and procedures set forth by the City Council.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00345

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Andy Terhaar

SUBJECT:

Amendment to Policies of the City Council - Fund Balance Policy Section (D)(3)(c)

RECOMMENDATION:

That City Council amend the Fund Balance Policy of the City Council, Section (D)(3)(c) changing the minimum reserve from 15 percent to 20 percent.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council has a series of City Council Policies; one such Policy is a Fund Balance Policy. Within Section (D)(3)(c) it states in part:

“c. Council Reserve (General Fund)

A minimum reserve of 15 percent of the General Fund beginning adopted appropriations (expenditure budget) should be incrementally established and maintained for use in meeting unanticipated needs and/or emergencies.”

This action item will increase the minimum reserve from 15 percent to 20 percent, in order to maintain and increase a healthy fund balance.

PRIOR ACTION:

September 9, 2010 - Adoption of Policy by Resolution

FUNDING:

N/A

FINANCIAL IMPACT:

An increase in the percentage of reserves to be gained and maintained.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Amendment to the Fund Balance Policy

PRESENTATION: No

FUND BALANCE POLICY - Adopted by Resolution September 9, 2010 effective Noon, January 10, 2011

A. Fund Balance Policy

The City hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the City's governmental funds. Fund Balance shall be composed of restricted, committed, assigned, non-spendable and unassigned amounts.

Fund Balance information is used to identify the available resources to repay long-term debt, reduce property taxes, add new governmental programs, expand existing ones, or enhance the financial position of the City, in accordance with policies established by the City Council.

B. Definitions

Fund Balance – refers to the difference between assets and fund liabilities in the governmental funds balance sheet and is referred to as fund equity.

Non-Spendable Fund Balance – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (principal of an endowment fund, for example).

Restricted Fund Balance – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally.

Assigned Fund Balance – Amounts the City intends to use for a specific purpose.

Unassigned Fund Balance – The residual classification for the general fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose.

C. Classification of Fund Balance

1. When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.
2. When expenditures are incurred for purposes for which amounts in any of unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

D. Reservations of Fund Balance

The fund balances of the City's governmental funds include but are not limited to:

1. Non-spendable Fund Balance

a. Inventory Reserve

The inventory fund balance reserve is established to indicate those amounts relating to inventories that are not in spendable form.

b. Prepaid and Deposits Reserve

The prepaid and deposits fund balance reserve is established to indicate those amounts relating to prepaids and deposits that are not in spendable form.

2. Restricted Fund Balance

a. Encumbrances

The City encumbers funds associated with a purchase order which is evidence of a contract by third party restriction.

3. Committed Fund Balance

The City Council hereby establishes the following committed fund balance reserves:

a. Tree Planting Trust Fund Reserve

Ordinance 31-09 establishes and provides for funding of the Tree Planting Trust Fund. Expenditures are also authorized by ordinance and may be made with appropriate approval.

b. Park Purchases Reserve

Ordinance 9-96 establishes and provides for funding of an escrow account for park, recreation or open space needs in lieu of dedication of land for residential subdivisions. The funds are to be used for acquiring parks and developing playgrounds with appropriate approval.

c. *Council Reserve (General Fund)*

A minimum reserve of ~~15~~ 20 percent of the General Fund beginning adopted appropriations (expenditure budget) should be incrementally established and maintained for use in meeting unanticipated needs and/or emergencies.

1. Use of Council Reserve. Council reserves shall be used only after all efforts have been exhausted to fund unanticipated needs and/or emergencies, such as implementing a modified hiring freeze and expenditure reductions. Once the Mayor has determined that it is necessary to draw down Council reserves, written communication should be provided by the Mayor to City Council, explaining the nature of the unanticipated need and/or emergency and requires approval by a two-thirds vote of City Council. Use of funds may only be initiated when current fiscal year revenues decrease by 5 percent or more of the total adopted beginning estimated revenues, including transfers. A maximum of fifty percent of the shortfall or fifty percent of the prior fiscal year ending Council reserve balance may be drawn, whichever is less. At no time may the reserve be less than 7.5 percent of adopted annual appropriations or half of the prior fiscal year ending Council reserve balance, whichever is greater. The Council reserve may not be used for more than two consecutive years.
2. Replenishment of Council Reserve. If the reserves are drawn down below the minimum required level of ~~15~~ 20 percent, then a budgetary plan shall be implemented to return the reserve to a minimum ~~15~~ 20 percent level in no more than a 5 year period. The progress of replenishment should be reported in the annual budget.
3. Funding of Council Reserves. Proceeds from the sale of City (general government) owned surplus real property and any other funds identified in the budget will be used to increase the reserve. Interest earnings will be applied on the reserve balance each fiscal year.

4. Assigned Fund Balance

a. *Carry Forward*

The carryforward fund balance reserve is identified by the Mayor at the close of each fiscal year, subject to approval of City Council, and is comprised of the designated and departmental carry forwards.

1. Designated Carry Forward – funds identified in the annual budget (and any amendments thereto) to provide for differences, if any, between budgeted revenues and expenditures.

2. Departmental carry forward – funds for which appropriations have been made in previous fiscal years that have been approved by the Mayor to be carried forward to subsequent fiscal years, subject to City Council approval.

b. Special Assessments

The special assessment fund balance reserve is established to indicate those funds derived from and available for the special assessment program.

E. Authority to Assign

The Mayor shall have authority to assign amounts of fund balance to a specific purpose; however, before expenditure, amounts must be appropriated by City Council.

F. Minimum Level of Unassigned Fund Balance

The City does not currently have a formal minimum fund balance policy.

G. Annual Review and Determination of Fund Balance Reserve Amounts

Compliance with the provisions of this policy shall be reviewed, presented and discussed as part of the annual Comprehensive Annual Financial Report (CAFR) process and presentation to City Council, and the amounts of restricted, committed, assigned, non-spendable and unassigned fund balance shall be reported. In addition, the amount of the Council reserve will be reviewed as part of the annual budget.

H. Additional Information, Requirements and Responsibilities

It will be the responsibility of the City to keep this policy current.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00375

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Amendment to Section 3-3-2 of the Code of the City of Pensacola - Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of Council and Mayor; emergency purchases

RECOMMENDATION:

That City Council adopt an ordinance amending Section 3-3-2 of the Code of the City of Pensacola - Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of Council and Mayor; emergency purchases - by including Purchasing of Lobbying and/or Lobbyist services.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014 the City Council approved the latest amendment to Section 3-3-2 of the City Code under Ordinance No. 19-14.

Currently, the City purchases the services of Lobbyist and/or Lobbying services for a variety of functions on behalf of the City. This amendment would not alter the ability to procure such services, but rather, in a measure of transparency would require such services be secured via a written contract while requiring the City's governing body to approve such contracts.

PRIOR ACTION:

Amendments to Section 3-3-2 of City Code as follows: Ord. 33-81, Ord 48-87, Ord 53-90, Ord 34-96, Ord 31-97, Ord. 02-06, Ord. 09-09, Ord. 09-10, Ord 16-10, Ord 18-14, Ord 19-14

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Section 3-3-2 Purchasing - Proposed

PRESENTATION: No

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING A NEW SECTION (C) TO PROVIDE FOR THE PURCHASING OF LOBBYING AND/OR LOBBYIST SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-3-2 (C) of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Purchasing of Lobbying and/or Lobbyist services. All funds expended by the City of Pensacola, any government official, officer department or other employee of the City for procuring lobbying activities shall be supported by a written contract and approved by City Council without regard to the monetary expenditure. The contract will, at a minimum, enumerate the nature of the service to be rendered on behalf of the City, including specific issue(s) being addressed.

SECTION 2. Section 3-3-2 (b) of the Code of the City of Pensacola, Florida is hereby amended within the paragraph changing subsection (c) and (d) to read: subsection (d) and (e).

SECTION 3. All subsequent subsections after the insertion of the new subsection (c) shall drop down one letter (c) to (d), (d) to (e), (e) to (f), (f) to (g), (g) to (h), (h) to (i).

SECTION 4. Except as amended herein, all other portions of Section 3-3-2 of the City Code shall remain in full force and effect.

SECTION 5. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted:_____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 02-17

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Proposed Ordinance No. 02-17 -- Amendment to Section 3-3-2 of the Code of the City of Pensacola - Contracts for public work and purchases of other commodities and services; lowest and best responsible bidder; rejection of bids; approval of Council and Mayor; emergency purchases

RECOMMENDATION:

That City Council adopt proposed ordinance 02-17 on first reading.

AN ORDINANCE AMENDING SECTION 3-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING A NEW SECTION (C) TO PROVIDE FOR THE PURCHASING OF LOBBYING AND/OR LOBBYIST SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014 the City Council approved the latest amendment to Section 3-3-2 of the City Code under Ordinance No. 19-14.

Currently, the City purchases the services of Lobbyist and/or Lobbying services for a variety of functions on behalf of the City. This amendment would not alter the ability to procure such services, but rather, in a measure of transparency would require such services be secured via a written contract while requiring the City's governing body to approve such contracts.

PRIOR ACTION:

Amendments to Section 3-3-2 of City Code as follows: Ord. 33-81, Ord 48-87, Ord 53-90, Ord 34-96, Ord 31-97, Ord. 02-06, Ord. 09-09, Ord. 09-10, Ord 16-10, Ord 18-14, Ord 19-14

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) ORD re Section 3-3-2 City Code - Lobbyist Services

PRESENTATION: No

PROPOSED
ORDINANCE NO. 02-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; CREATING A NEW SECTION (C) TO PROVIDE FOR THE PURCHASING OF LOBBYING AND/OR LOBBYIST SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-3-2 (C) of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Purchasing of Lobbying and/or Lobbyist services. All funds expended by the City of Pensacola, any government official, officer department or other employee of the City for procuring lobbying activities shall be supported by a written contract and approved by City Council without regard to the monetary expenditure. The contract will, at a minimum, enumerate the nature of the service to be rendered on behalf of the City, including specific issue(s) being addressed.

SECTION 2. Section 3-3-2 (b) of the Code of the City of Pensacola, Florida is hereby amended within the paragraph changing subsection (c) and (d) to read: subsection (d) and (e).

SECTION 3. All subsequent subsections after the insertion of the new subsection (c) shall drop down one letter (c) to (d), (d) to (e), (e) to (f), (f) to (g), (g) to (h), (h) to (i).

SECTION 4. Except as amended herein, all other portions of Section 3-3-2 of the City Code shall remain in full force and effect.

SECTION 5. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00350

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

East Hill Neighborhood Association Request for an Overlay District

RECOMMENDATION:

That City Council refer to the Planning Board for its review and recommendation, a request from the East Hill Neighborhood Association for an overlay district. Further, that the Planning Board work with the neighborhood groups in gathering input for this overlay district.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

In order to preserve the character of the East Hill Neighborhood(s), the East Hill Neighborhood Association is requesting an Overlay District be established for East Hill. This action will send this matter to the members of the Planning Board for their review and recommendation. The Planning Board is encouraged to work with and seek input from the neighborhood groups in the establishment of this Overlay District.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00334

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Setting Meeting Dates for the Climate Adaptation and Mitigation Task Force and the Port Economic Feasibility Study Committee

RECOMMENDATION:

That City Council set the date of the first Climate adaptation and Mitigation Task Force meeting to take place no later than February 15, 2017 and the first meeting of the Port Economic Feasibility Study Committee to take place no later than March 15, 2017.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 28, 2014 the City Council adopted Resolution No. 29-14 referring the matter of creating a Climate Adaptation and Mitigation Task Force to the Environmental Advisory Board for recommendation to the City Council. On October 13, 2016 the City Council Appointed members to this Task Force. The intent of this action item is to schedule the first meeting of the Task Force to take place before February 15, 2017.

A Workshop was held on November 14, 2016 to discuss the formation of a Port Economic Feasibility Study Committee. Council staff was directed to make contact with potential committee members and report back to City Council. The intent of this action item is to schedule the first meeting of this committee to take place before March 15, 2017.

PRIOR ACTION:

October 13, 2016 - Council appointment of Climate Adaptation and Mitigation Task Force Members

November 14, 2016 - Workshop wherein Council directed Council Staff to contact potential committee members and report back to City Council.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00340

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Boards, Commissions and Authorities Annual Report and Recognition Reception

RECOMMENDATION:

That City Council schedule a special meeting whereby each Council created Board, Commission or Authority will present their annual report and that after this special meeting, a reception be held in recognition of the board members.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

On July 14, 2016 the City Council passed a Legislative Action Item to, “schedule an annual presentation by the City’s Boards, Commissions and Authorities, followed by a reception to honor Board member volunteers.”

This item will serve that function and will satisfy Council Rule and Procedure 3.04 which requires such a report. In order to give the boards adequate time to prepare a report for submission, it is recommended that a special meeting and reception be held during the month of March.

PRIOR ACTION:

June 16, 2016 - City Council passed Rules and Procedures, including Rule 3.04

July 14, 2016 - City Council passed Yearly Report and Reception for City’s Boards, Commissions, and Authorities Legislative Action Item.

FUNDING:

N/A

FINANCIAL IMPACT:

Cost of Reception

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Yearly Board Reports Reception

PRESENTATION: No

COUNCIL MEMORANDUM

Council Meeting Date: July 14, 2016



LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT: Yearly Report and Reception for City's Boards, Commissions and Authorities

RECOMMENDATION:

That City Council schedule an annual presentation by the City's Boards, Commissions and Authorities, followed by a reception to honor Board member volunteers.

AGENDA: ☒ Regular ☐ Consent

Hearing Required: ☐ Public ☐ Quasi-Judicial ☒ No Hearing Required

SUMMARY:

At the June 16, 2016 City Council meeting, the Council passed amendments to the Council Rules and Procedures, which included under Section 3.04 a requirement for Boards, Commissions and Authorities to supply a yearly report to City Council. On June 27, 2016 a Workshop was held to discuss Boards, Commissions and Authorities where a portion of the discussion entertained the need to recognize our Board member volunteers.

The scheduling of an annual Council Meeting or Council Workshop would serve two (2) purposes; first it would allow Boards, Commissions and Authorities to present their annual summary to the City Council and second, it would be followed by a reception to recognize and thank the Board member volunteers.

PRIOR ACTION:

June 16, 2016 Council Meeting and passage of the City Council Rules and Procedures
June 27, 2016 Workshop on Boards, Commissions and Authorities

FUNDING:

Budget: \$ 0
Actual: \$

FINANCIAL IMPACT:

Cost of a reception

Council Memorandum

Subject: Yearly Report and Reception for City's Boards, Commissions and Authorities

Council Meeting Date: July 14, 2016

Page 2

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

PRESENTATION: ☐ Yes ☒ No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00349

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

Schedule a City Council Goals & Objectives Workshop

RECOMMENDATION:

That City Council schedule a workshop to discuss the City Council's Goals & Objectives for the upcoming two (2) years.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

For the City Council to more effectively and efficiently move forward, a workshop should be held with the purpose of gaining consensus on the City Council's Goals & Objectives for the upcoming two (2) years.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00358

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Law Enforcement Trust Fund (LETf) Purchases for the Pensacola Police Department

RECOMMENDATION:

That the City Council approve a request to expend \$107,900 from the Law Enforcement Trust Funds to purchase various items for the Pensacola Police Department and its personnel. Further, that City Council approve the supplemental budget resolution to provide funding for these items.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$107,900 from the Law Enforcement Trust Fund established by the City of Pensacola as a non-major special revenue fund and as such, combining both state and federal confiscated funds into one accounting fund. The request is for the purchase of various items that will improve/enhance job capabilities for City of Pensacola law enforcement personnel. Among the items being requested under Florida State Statute 932.7055 are funds for specialty equipment for various Police Department divisions and units, funding for community policing and crime prevention programs, funding for technology and social media projects, funding for computer software and other technology for 21st Century Policing, funding towards under-cover vehicle purchase(s), and funding for accreditation needs. Funding requested from Federal funds under Department of Justice (DOJ) Equitable Sharing Guidelines are for the training/educational needs for investigators and other law enforcement personnel necessary to perform official law enforcement duties.

PRIOR ACTION:

None

FUNDING:

Budget: \$ - 0 -

Actual: \$107,900

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached supplemental budget resolution will appropriate funds for these purposes.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
David Alexander III, Chief of Police

ATTACHMENTS:

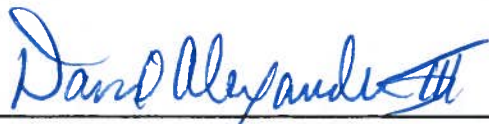
- 1) Letter of Certification
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

CITY OF PENSACOLA POLICE DEPARTMENT
Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055 as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
STATE FORFEITURE FUNDS		
1	Specialty Equipment	\$20,000
2	Community Policing and Crime Prevention	\$30,000
3	Technology and Social Media	\$20,000
4	Computer software and other technology needs	\$15,000
5	Undercover vehicle	\$10,000
6	Accreditation	\$5,000
FEDERAL FORFEITURE FUNDS		
1	Training and Education	\$7,900
Total Requested		<u>\$107,900</u>



David Alexander III, Chief of Police



Date

**RESOLUTION
NO. -**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

Fund Balance		107,900
As Reads:	Operating Expenses	169,653
Amended		
To Read:	Operating Expenses	267,553
As Reads:	Operating Expenses	35,750
Amended		
To Read:	Operating Expenses	45,750

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS**

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>107,900</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	97,900	Increase appropriation for Operating Expenses
Capital Outlay	<u>10,000</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>107,900</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-01

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Supplemental Budget Resolution No. 17-01 - Law Enforcement Trust Fund (LETf) Purchases for the Pensacola Police Department

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 17-01.

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

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$107,900 from the Law Enforcement Trust Fund established by the City of Pensacola as a non-major special revenue fund and as such, combining both state and federal confiscated funds into one accounting fund. The request is for the purchase of various items that will improve/enhance job capabilities for City of Pensacola law enforcement personnel. Among the items being requested under Florida State Statute 932.7055 are funds for specialty equipment for various Police Department divisions and units, funding for community policing and crime prevention programs, funding for technology and social media projects, funding for computer software and other technology for 21st Century Policing, funding towards under-cover vehicle purchase(s), and funding for accreditation needs. Funding requested from Federal funds under Department of Justice (DOJ) Equitable Sharing Guidelines are for the training/educational needs for investigators and other law enforcement personnel necessary to perform official law enforcement duties.

PRIOR ACTION:

None

FUNDING:

Budget: \$ - 0 -

Actual: \$107,900

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached supplemental budget resolution will appropriate funds for these purposes.

CITY ATTORNEY REVIEW: Yes

12/27/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
David Alexander III, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-01
- 2) Supplemental Budget Explanation

PRESENTATION: No

**RESOLUTION
NO. 17-01**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

Fund Balance		107,900
As Reads:	Operating Expenses	169,653
Amended		
To Read:	Operating Expenses	267,553
As Reads:	Operating Expenses	35,750
Amended		
To Read:	Operating Expenses	45,750

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS**

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>107,900</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	97,900	Increase appropriation for Operating Expenses
Capital Outlay	<u>10,000</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>107,900</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00360

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Support of repeal of, or in the alternative, an amendment to Section 403.7033, Florida Statutes, allowing for local regulation of non-degradable bags and containers

RECOMMENDATION:

That City Council adopt a Resolution in support of the repeal of, or in the alternative, an amendment to Section 403.7033, Florida Statutes, allowing local regulation of non-degradable bags and containers.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Legislature has enacted Florida Statutes § 403.7033 which prevents local government, local agency or state agency from enacting, "any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction or tax of such auxiliary containers, wrappings, or disposable plastic bags," until such a time that the Legislature adopts recommendations of the Department of Environmental Protection. To date the Legislature has taken no action.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution Non Degradable Containers

PRESENTATION: No

RESOLUTION
NO. _____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA SUPPORTING LEGISLATIVE EFFORTS TO REPEAL, OR IN THE ALTERNATIVE, AMEND SECTION 403.7033, FLORIDA STATUTES, SO THAT LOCAL GOVERNMENTS ARE NO LONGER PREEMPTED FROM ENACTING LEGISLATION REGULATING NON-DEGRADABLE CONTAINERS.

WHEREAS, the City Council diligently strives to preserve the environment, which is important to the economy of the City of Pensacola; and

WHEREAS, plastic bags and Styrofoam containers are detrimental because they do not fully degrade, they introduce unsafe chemicals into our environment, create the potential for the death of land and marine animals through entanglement and/or ingestion; and

WHEREAS, the expansive usage of single-use bags and their typical disposal rates creates an impediment to the City's waste reduction and recycling goals, are difficult to recycle, frequently contaminate material that is processed through the City's recycling programs and create unsightly litter; and

WHEREAS, replacing single use bags and containers with reusable bags and containers is considered a quick and easy way to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, the City Council acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the best interest of the public for the Florida Legislature to allow local regulation of single-use bags and containers; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Pensacola City Council supports the repeal of, or, in the alternative, an amendment to, Section 403.7033, Florida Statutes, which would allow for local regulation of non-degradable bags and containers, such as those made of plastic and Styrofoam.

SECTION 2. That a copy of this Resolution be forwarded to the Florida Legislature.

SECTION 3. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-02

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Resolution No. 17-02 - Support of repeal of, or in the alternative, an amendment to Section 403.7033, Florida Statutes, allowing for local regulation of non-degradable bags and containers

RECOMMENDATION:

That City Council Adopt Resolution No. 17-02.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA SUPPORTING LEGISLATIVE EFFORTS TO REPEAL, OR IN THE ALTERNATIVE, AMEND SECTION 403.7033, FLORIDA STATUTES, SO THAT LOCAL GOVERNMENTS ARE NO LONGER PREEMPTED FROM ENACTING LEGISLATION REGULATING NON-DEGRADABLE CONTAINERS.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Legislature has enacted Florida Statutes § 403.7033 which prevents local government, local agency or state agency from enacting, “any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction or tax of such auxiliary containers, wrappings, or disposable plastic bags,” until such a time that the Legislature adopts recommendations of the Department of Environmental Protection. To date the Legislature has taken no action.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) RESOLUTION- Non-degradable containers. 2017

PRESENTATION: No

RESOLUTION
NO. 17-02

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA SUPPORTING LEGISLATIVE EFFORTS TO REPEAL, OR IN THE ALTERNATIVE, AMEND SECTION 403.7033, FLORIDA STATUTES, SO THAT LOCAL GOVERNMENTS ARE NO LONGER PREEMPTED FROM ENACTING LEGISLATION REGULATING NON-DEGRADABLE CONTAINERS.

WHEREAS, the City Council diligently strives to preserve the environment, which is important to the economy of the City of Pensacola; and

WHEREAS, plastic bags and Styrofoam containers are detrimental because they do not fully degrade, they introduce unsafe chemicals into our environment, create the potential for the death of land and marine animals through entanglement and/or ingestion; and

WHEREAS, the expansive usage of single-use bags and their typical disposal rates creates an impediment to the City's waste reduction and recycling goals, are difficult to recycle, frequently contaminate material that is processed through the City's recycling programs and create unsightly litter; and

WHEREAS, replacing single use bags and containers with reusable bags and containers is considered a quick and easy way to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, the City Council acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the best interest of the public for the Florida Legislature to allow local regulation of single-use bags and containers; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Pensacola City Council supports the repeal of, or, in the alternative, an amendment to, Section 403.7033, Florida Statutes, which would allow for local regulation of non-degradable bags and containers, such as those made of plastic and Styrofoam.

SECTION 2. That a copy of this Resolution be forwarded to the Florida Legislature.

SECTION 3. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00371

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FY 2017 Street Rehabilitation - Group 7

RECOMMENDATION:

That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project Group 7 to Roads Inc., the lowest and most responsible bidder with a base bid amount of \$2,693,298.02 plus a 5% contingency of \$134,664.90 and \$10,000.00 for miscellaneous construction items for a total amount of \$2,837,962.92. Further, that City Council approve the supplemental budget resolution appropriating the funds for this project.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On November 17, 2016, City Council approved a legislative action item entitled FY 2017 Street Rehabilitation Project List. This list included three groups containing approximately 618 blocks out of the estimated 1856 total blocks city-wide for the three year period. Group 7 contains 212 out of the 618 blocks and the Fiscal Year 2017 Street Rehabilitation Group 7 listing was developed based upon those streets in greatest need of rehabilitation that have not been paved over the past 10 years. The list was put out for public bid on November 18, 2016 and two (2) proposals were received on December 19, 2016.

Public Works & Facilities staff contacted the Emerald Coast Utilities Authority (ECUA) with regard to funding assistance as it relates to the adjustment of ECUA's sanitary sewer manholes within the roadways being reconditioned. ECUA has agreed to fund the adjustment of approximately 400 of their manholes with funding in the amount of \$229,752.00 and approximately 230 of their water valves with funding in the amount of \$75,302.00 for a total of \$305,054.00

The City also includes the construction of handicap ramps adjacent to roadways which are proposed to be rehabilitated when existing sidewalks are present. The additional cost to incorporate the 38 proposed handicap ramps and necessary sidewalk adjustments is \$90,062.00 and is included as part of the project.

PRIOR ACTION:

November 17, 2016 - City Council approved an action item entitled "FY 2017 Street Rehabilitation Project List"

July 14, 2016 - City Council approved an action item entitled "Six-Cent Local Option Fuel (Gasoline) Tax" to authorize financing not to exceed \$15 million for street rehabilitation, street reconstruction and intersection/traffic improvements.

FUNDING:

Budget:	\$2,532,909.00	LOGT Series 2016 Project Fund
	<u>305,054.00</u>	ECUA Manhole Reimbursement
	<u>\$2,837,963.00</u>	Total

Actual:	\$2,693,298.02	Base Bid
	134,664.90	5% Contingency
	<u>10,000.00</u>	Miscellaneous Construction Items
	<u>\$2,837,962.92</u>	Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate funding for the project. Additionally, ECUA will provide reimbursement in the amount of \$305,054.00 which will offset the cost of the adjustment to its manholes and water valves.

CITY ATTORNEY REVIEW: Yes

12/28/2016

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Tabulation of Bids; Bid No: 17-0007, Title: FY 2017 Street Rehabilitation Group 7 Project
- 2) Final Vendor Reference List, 2017 Street Rehabilitation, Public Works & Facilities
- 3) Rehabilitation Group 7 Map
- 4) FY 2017 Street Rehabilitation Group 7 List
- 5) Supplemental Budget Resolution
- 6) Supplemental Budget Explanation

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-007

TITLE: FY 2017 STREET REHABILITATION PROJECT GROUP 7

OPENING DATE: December 19, 2016

ROADS, INC.

MIDSOUTH

OPENING TIME: 10:00 A.M.

OF NWF

PAVING,
INC.

DEPARTMENT: Public Works & Facilities

Cantonment, FL

Pensacola, FL

BRIEF DESCRIPTION

Base Bid

\$2,693,298.02

\$2,817,544.10

M/WBE Good Faith Efforts (GFE):

Yes

Yes

Attended Prebid

Yes

Yes

Opening Date: 12/19/16

Bid No.: 17-007

**FINAL VENDOR REFERENCE LIST
2017 STREET REHABILITATION GROUP 7
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	MBE	WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526		
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503		
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533		
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502		
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526		
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505		
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503		Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533		
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534		
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534		
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y	
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536		
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534		
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505		
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526		
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534		
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504		
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513		
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533		
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533		
049116	FEASIBLE CONCEPTS INC	5852 PARSONS ROAD	MILTON	FL	32570		
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534		
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534-		Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533		
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514		
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503		
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563		
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 18432	PENSACOLA	FL	32523		
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501-		
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514		
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526		
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591		
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526-		
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503		
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505		
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503		
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502		
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534		
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583		
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505		
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y	
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523		
027028	MERLIN CAL CALLAHAN ASSOCIATES INC	P O BOX 1202	DESTIN	FL	32540		
053467	MIDSOUTH PAVING INC	PO BOX 385025	BIRMINGHAM	AL	35283-		

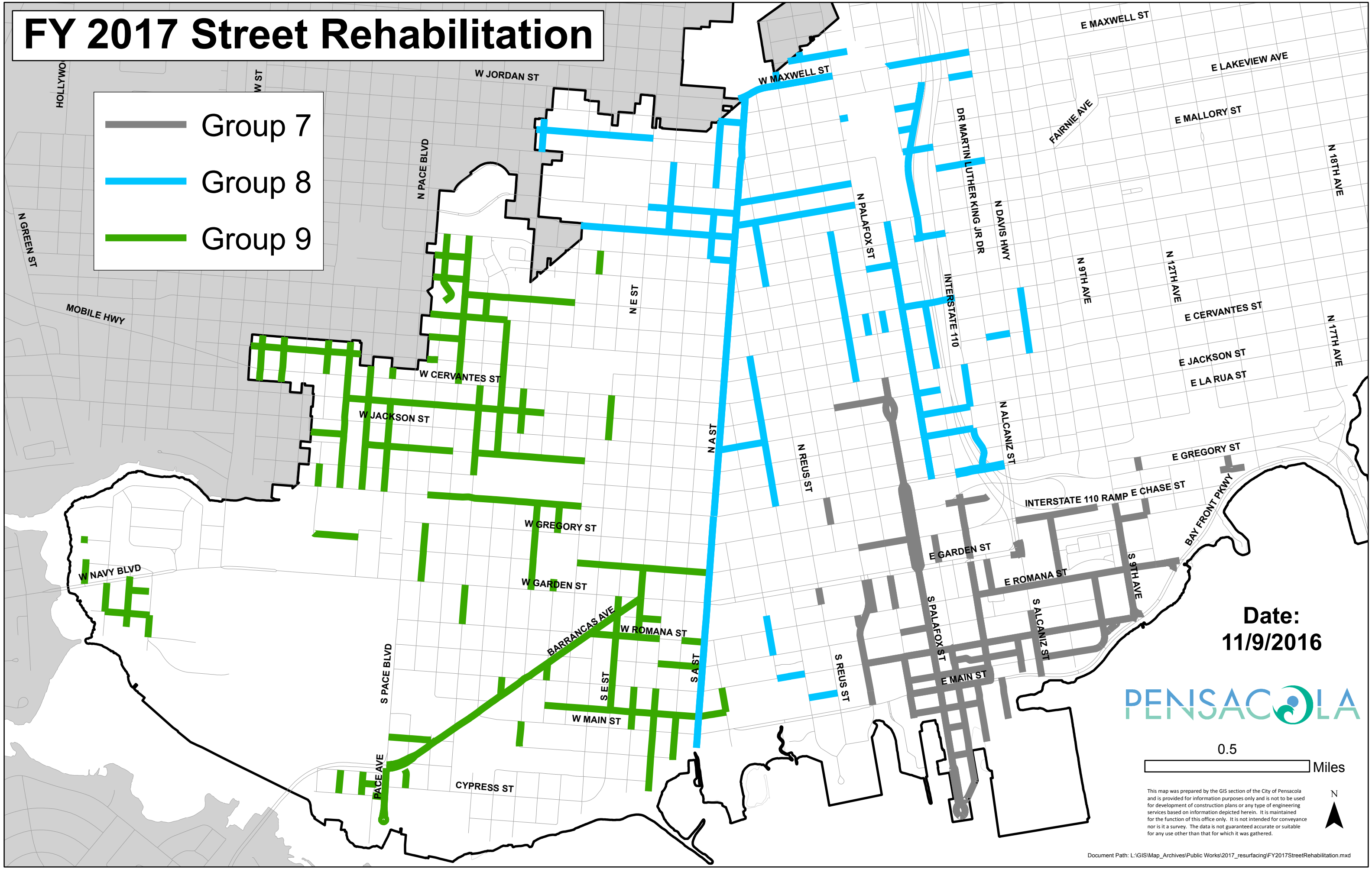
**FINAL VENDOR REFERENCE LIST
2017 STREET REHABILITATION GROUP 7
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	MBE	WBE
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563		
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON	FL	32549		
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505		
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505		
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516		
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562-		
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER	117 W GARDEN ST	PENSACOLA	FL	32502		
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513		
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591		
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516		
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501		
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563		Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y	
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505		
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505		
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526		
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506		
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533		
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570		
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570		
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526		
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501		
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503		
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533		
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513		
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y	
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526		
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505-		
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503		
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534		
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEs RD	MILTON	FL	32583		
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563		
030096	W D ROGERS MECHANICAL CONTRACTOR	PO BOX 9607	PENSACOLA	FL	32513-		
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583		
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514		
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534-		
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534		
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534		

Vendors: 83

FY 2017 Street Rehabilitation

- Group 7
- Group 8
- Group 9



Date:
11/9/2016



0.5 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



Group 7

District	STREET NAME	From	To
7	W Chase St	N Baylen St	N Spring St
7	S Reus St	W Garden St	W Hilary St
7	W Government St	S Palafox Street	S Spring St
6	E Government Street	S Palafox Street	S Alcaniz Street
6	E Government Street	S Alcaniz Street	End (East)
7	S Spring St	W Main St	W Garden St
6	N Barcelona Street	W Gregory Street	E Wright St
6	E De Leon Street	End	End
6	Gregory Square	E Gregory Street	End
6	S Alcaniz Street	E Garden Street	S Alcaniz Street
6	E Church Street	S Jefferson Street	S Adams Street
6	W Zarragossa Street	S Baylen Street	S Palafox Street
6	E Zarragossa Street	S Palafox Street	S Tarragonna Street
6	E Main Street	S Baylen Street	S Tarragonna Street
6	W Cedar Street	S Baylen Street	S Palafox Street
6	E Cedar Street	S Palafox Street	Commendencia Street
6	E Gimble Street	S Palafox Street	S Jefferson Street
6	E Pine Street	S Palafox Street	S Jefferson Street
6	E Zarragossa Street	S Alcaniz Street	Cevallos Street
6	Celallos Street	E Zarragossa Street	E Romana Street
6	Crown Cove	Cevallos Street	E Government Street
6	E Romana Street	S Tarragonna St	Bayfront Parkway
6	E Chase Street	N Alcaniz Street	Merge Ramp
6	W Chase Street	N Baylen Street	N Palafox Street
6	S Baylen Street	W Garden Street	W Romana Street
6	S Baylen Street	W Government Street	W Cedar Street
6	S Palafox Street	W Garden Street	Plaza De Luna
6	N Palafox Street	E Cervantes Street	E Garden Street
6	S Jefferson Street	E Government Street	Plaza De Luna
6	S Tarragona Street	E Garden Street	E Main Street
6	Commendencia Street	E Main Street	End
6	S Barracks Street	E Main Street	End
6	Manressa Street	E Garden Street	E Romana Street
6	S Adams Street	E Government Street	E Main Street
6	S Alcaniz Street	E Intendencia Street	E Main Street
6	S Florida Blanca Street	E Chase Street	E Romana Street
6	N 9th Ave	E Chase Street	Bayfront Parkway
6	S 10th Ave	E Chase Street	E Salamonca Street
6	N 13th Ave	E Gregory Street	E De Leon Street
6	N 10th Ave	E Gregory Street	E Heinberg Street
6	N Tarragona Street	E Garden Street	E Gregory Street
6	W Gadsden St	N Spring St	N Palafox Street
	W Intendencia St	S Baylen Street	S Palafox Street
6	E Salamanca St	N 9th Ave	N 10th Ave

6	N Jefferson St	E Garden Street	E Chase St
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**RESOLUTION
NO. -**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOGT SERIES 2016 PROJECT FUND

Fund Balance		2,532,909
As Reads:	Capital Outlay	2,339,342
Amended		
To Read:	Capital Outlay	4,872,251

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 17 STREET REHAB - GROUP 7

FUND	AMOUNT	DESCRIPTION
LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u>2,532,909</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>2,532,909</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>2,532,909</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-03

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Supplemental Budget Resolution No. 17-03 - FY 2017 Street Rehabilitation - Group 7

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-03.

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

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On November 17, 2016, City Council approved a legislative action item entitled FY 2017 Street Rehabilitation Project List. This list included three groups containing approximately 618 blocks out of the estimated 1856 total blocks city-wide for the three year period. Group 7 contains 212 out of the 618 blocks and the Fiscal Year 2017 Street Rehabilitation Group 7 listing was developed based upon those streets in greatest need of rehabilitation that have not been paved over the past 10 years. The list was put out for public bid on November 18, 2016 and two (2) proposals were received on December 19, 2016.

Public Works & Facilities staff contacted the Emerald Coast Utilities Authority (ECUA) with regard to funding assistance as it relates to the adjustment of ECUA's sanitary sewer manholes within the roadways being reconditioned. ECUA has agreed to fund the adjustment of approximately 400 of their manholes with funding in the amount of \$229,752.00 and approximately 230 of their water valves with funding in the amount of \$75,302.00 for a total of \$305,054.00

The City also includes the construction of handicap ramps adjacent to roadways which are proposed to be rehabilitated when existing sidewalks are present. The additional cost to incorporate the 38 proposed handicap ramps and necessary sidewalk adjustments is \$90,062.00 and is included as part of the project.

PRIOR ACTION:

November 17, 2016 - City Council approved an action item entitled "FY 2017 Street Rehabilitation Project List"

July 14, 2016 - City Council approved an action item entitled "Six-Cent Local Option Fuel (Gasoline) Tax" to authorize financing not to exceed \$15 million for street rehabilitation, street reconstruction and intersection/traffic improvements.

FUNDING:

Budget:	\$2,532,909.00	LOGT Series 2016 Project Fund
	<u>305,054.00</u>	ECUA Manhole Reimbursement
	<u>\$2,837,963.00</u>	Total

Actual:	\$2,693,298.02	Base Bid
	134,664.90	5% Contingency
	<u>10,000.00</u>	Miscellaneous Construction Items
	<u>\$2,837,962.92</u>	Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate funding for the project. Additionally, ECUA will provide reimbursement in the amount of \$305,054.00 which will offset the cost of the adjustment to its manholes and water valves.

CITY ATTORNEY REVIEW: Yes

12/28/2016

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-03
- 2) Supplemental Budget Explanation

PRESENTATION: No

**RESOLUTION
NO. 17-03**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOGT SERIES 2016 PROJECT FUND

Fund Balance		2,532,909
As Reads:	Capital Outlay	2,339,342
Amended		
To Read:	Capital Outlay	4,872,251

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 17 STREET REHAB - GROUP 7**

FUND	AMOUNT	DESCRIPTION
LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u>2,532,909</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>2,532,909</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>2,532,909</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00351

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FY 2017 Street Rehabilitation - Group 8

RECOMMENDATION:

That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project Group 8 to MidSouth Paving Inc. the lowest and most responsible bidder with a base bid amount of \$1,896,310.00 plus a 5% contingency of \$94,815.50 and \$6,000.00 for miscellaneous construction items for a total amount of \$1,997,125.50. Further, that City Council approve the supplemental budget resolution appropriating the funds for this project.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On November 17, 2016, City Council approved a legislative action item entitled FY 2017 Street Rehabilitation Project List. This list included three groups containing approximately 618 blocks out of the estimated 1856 total blocks city-wide for the three year period. Group 8 contains 204 out of the 618 blocks. The Fiscal Year 2017 Street Rehabilitation Group 8 listing was developed based upon those streets in greatest need of rehabilitation that have not been paved over the past 10 years. The list was put out for public bid on November 18, 2016 and two (2) proposals were received on December 19, 2016.

Public Works & Facilities staff contacted the Emerald Coast Utilities Authority (ECUA) with regard to funding assistance as it relates to the adjustment of ECUA's sanitary sewer manholes within the roadways being reconditioned. ECUA has agreed to fund the adjustment of approximately 250 of their manholes with funding in the amount of \$126,250.00 and approximately 100 of their water valves with funding in the amount of \$29,000.00 for a total of \$155,250.00

The City also includes the construction of handicap ramps adjacent to roadways which are proposed to be rehabilitated when existing sidewalks are present. The additional cost to incorporate the 40 proposed handicap ramps and necessary sidewalk adjustments is \$91,280.00 and is included as part of the project.

PRIOR ACTION:

November 17, 2016 - City Council approved an action item entitled "FY 2017 Street Rehabilitation Project List"

July 14, 2016 - City Council approved an action item entitled "Six-Cent Local Option Fuel (Gasoline) Tax" to authorize financing not to exceed \$15 million for street rehabilitation, street reconstruction and intersection/traffic improvements.

FUNDING:

Budget:	\$1,841,876.00	LOGT Series 2016 Project Fund
	<u>155,250.00</u>	ECUA Manhole Reimbursement
	<u>\$1,997,126.00</u>	Total

Actual:	\$1,896,310.00	Base Bid
	94,815.50	5% Contingency
	<u>6,000.00</u>	Miscellaneous Construction Items
	<u>\$1,997,125.50</u>	Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate funding for the project. Additionally, ECUA will provide reimbursement in the amount of \$155,250.00 which will offset the cost of the adjustment to their manholes and water valves.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Tabulation of Bids; Bid No: 17-0008, Title: FY 2017 Street Rehabilitation Group 8 Project
- 2) Final Vendor Reference List, 2017 Street Rehabilitation, Public Works & Facilities
- 3) Rehabilitation Group 8 Map
- 4) FY 2017 Street Rehabilitation Group 8 List
- 5) Supplemental Budget Resolution
- 6) Supplemental Budget Explanation

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-008

TITLE: FY 2017 STREET REHABILITATION PROJECT GROUP 8

OPENING DATE: December 19, 2016

MIDSOUTH
PAVING,
INC.

ROADS, INC.
OF NWF

OPENING TIME: 2:30 P.M.

DEPARTMENT: Public Works & Facilities

Pensacola, FL

Cantonment, FL

BRIEF DESCRIPTION

Base Bid

\$1,896,310.00

\$1,942,922.79

M/WBE Good Faith Efforts (GFE):

Yes

Yes

Attended Prebid

Yes

Yes

Opening Date: 12/19/16

Bid No.: 17-008

**FINAL VENDOR REFERENCE LIST
2017 STREET REHABILITATION GROUP 8
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	MBE	WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526		
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503		
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533		
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502		
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526		
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505		
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503		Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533		
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534		
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534		
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y	
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536		
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534		
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505		
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526		
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534		
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504		
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513		
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533		
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533		
049116	FEASIBLE CONCEPTS INC	5852 PARSONS ROAD	MILTON	FL	32570		
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534		
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534-		Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533		
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514		
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503		
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563		
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 18432	PENSACOLA	FL	32523		
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501-		
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514		
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526		
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591		
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526-		
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503		
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505		
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503		
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502		
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534		
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583		
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505		
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y	
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523		
027028	MERLIN CAL CALLAHAN ASSOCIATES INC	P O BOX 1202	DESTIN	FL	32540		
053467	MIDSOUTH PAVING INC	PO BOX 385025	BIRMINGHAM	AL	35283-		

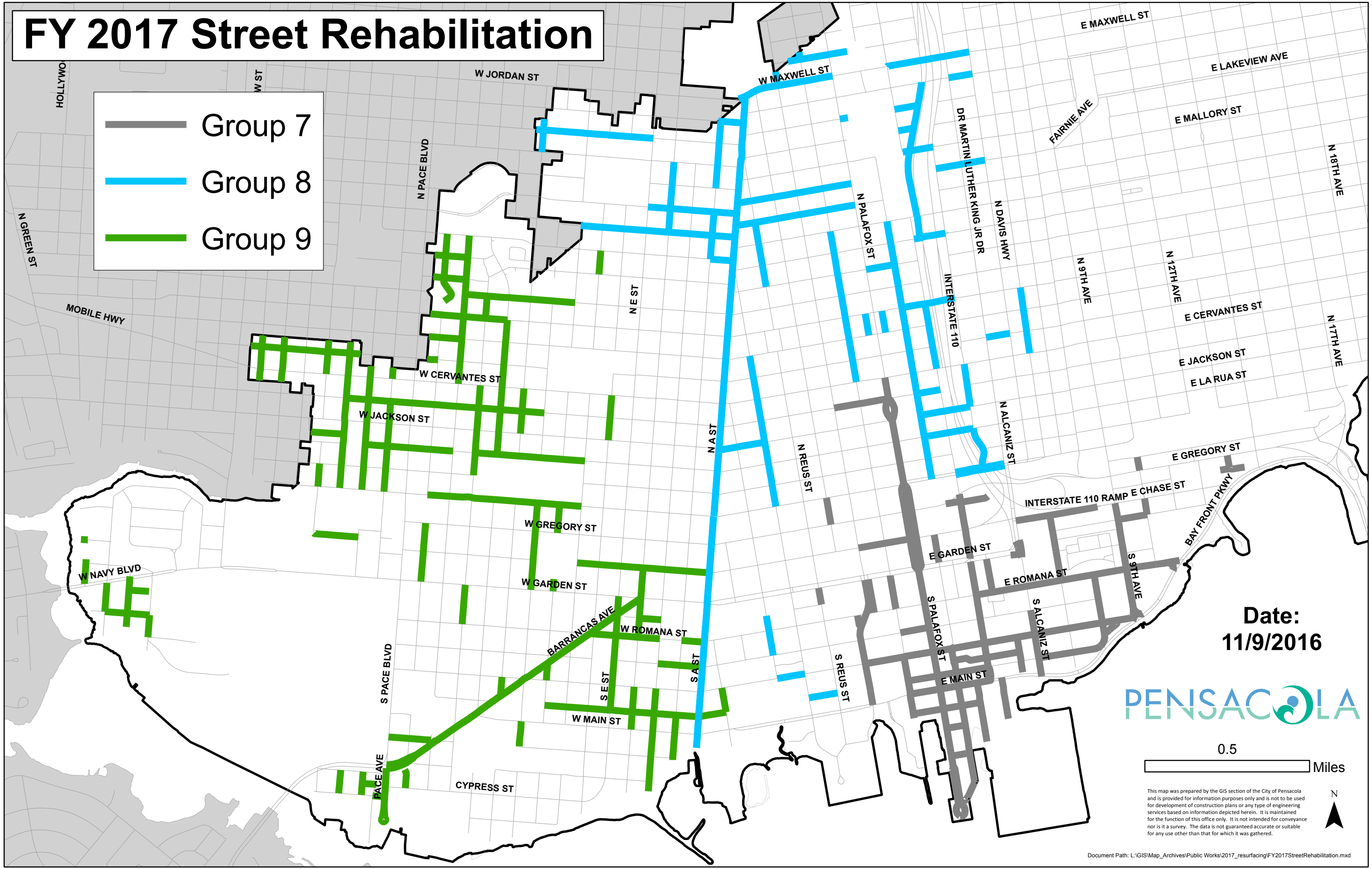
**FINAL VENDOR REFERENCE LIST
2017 STREET REHABILITATION GROUP 8
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	MBE	WBE
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563		
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON	FL	32549		
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505		
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505		
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516		
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562-		
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER	117 W GARDEN ST	PENSACOLA	FL	32502		
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513		
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591		
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516		
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501		
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563		Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y	
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505		
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505		
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526		
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506		
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533		
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570		
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570		
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526		
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501		
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503		
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533		
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513		
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y	
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526		
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505-		
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503		
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534		
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEs RD	MILTON	FL	32583		
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563		
030096	W D ROGERS MECHANICAL CONTRACTOR	PO BOX 9607	PENSACOLA	FL	32513-		
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583		
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514		
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534-		
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534		
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534		

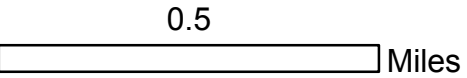
Vendors: 83

FY 2017 Street Rehabilitation

- Group 7
- Group 8
- Group 9



Date:
11/9/2016



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



Group 8

District	STREET NAME	From	To
7	W Jordan St	N A St	City Limits
7	W Lakeview Ave	N E St	City Limits
7	N J St	W Avery St	City Limits
7	W Government St	S Devilliers St	S Coyle St
7	S A St	W Garden St	Dead End
7	N A St	W Gregory St	W Garden St
6	N A St	W Gregory St	W Blount St
7	N A St	W Maxwell St	W Blount St
7	N B St	W Moreno St	W Lee St
7	W Lee St	N A St	N B St
7	S Coyle St	W Intendencia St	Midblock
7	W Blount St	N A St	N H St
7	N D St	W Avery St	W Blount St
7	W Bobe St	N Palafox St	City Limits
7	N B St	W Mallory St	City Limits
7	W Moreno St	N A St	N E St
7	W Hernandez St	N A St	City Limits
7	N Reus St	W Moreno St	W Blount St
7	W Zarragossa St	S Reus St	S Devilliers St
7	W Maxwell St	N Palafox St	City Limits
7	W Mallory St	N Palafox St	N A St
7	W Moreno St	N Palafox St	N A St
7	N Spring St	W Maxwell St	City Limits
7	N Baylen St	W Bobe St	City Limits
6	Lees Alley	E Gonzalez Street	E De Soto Street
6	N Palafox Alley	E Gonzalez Street	E De Soto Street
6	N Baylen Street	W Cervantes Street	W Blount Street
6	N De Villiers Street	W Wright Street	W De Soto Street
6	W Jackson Street	N A Street	N De Villiers Street
6	N Guillemard Street	E Wright Street	E Maxwell Street
6	E Llyod Street	N Palafox Street	N Guillemard Street
6	E Gonzalez Street	N Guillemard Street	N Hayne Street
6	N Tarragona Street	E Cervantes Street	E Gonzalez Street
6	E Gadsden Street	N Tarragona Street	N Guillemard Street
6	N Haynes Street	E Wright Street	E La Rua Street
6	N Haynes Street	E Jackson Street	E Cervantes Street
6	E Wright Street	N Tarragona Street	N Alcaniz Street
6	E La Rua Street	N Guillemard Street	N Hayne Street
6	E Jackson Street	N Guillemard Street	N Hayne Street
6	E Strong Street	MLK Blvd	N Davis Hwy
6	N 6th Ave	E Cervantes Street	E Gonzalez Street
6	E Lee Street	N Tarragona Street	N Hayne Street
6	N Haynes Street	E Jordan Street	E Lee Street
6	E Mallory Street	N Hayes Street	N Davis Hwy

6	E Avery Street	N Tarragona Street	Hayne Street
6	E Hernandez Street	N Tarragona Street	N Hayne Street
6	E Lakeview Ave	N Tarragona Street	N Hayne Street
6	E Jordan Street	MLK Blvd	N Davis Hwy
6	E Maxwell Street	N Guillemard Street	N Davis Hwy
6	E Bobe Street	N Palafox Street	End (East)
6	E Hernandez Street	N Palafox Street	End (East)

**RESOLUTION
NO. 17-04**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOGT SERIES 2016 PROJECT FUND

Fund Balance		1,841,876
As Reads:	Capital Outlay	4,872,251
Amended		
To Read:	Capital Outlay	6,714,127

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 17 STREET REHAB - GROUP 8

FUND	AMOUNT	DESCRIPTION
LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u>1,841,876</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>1,841,876</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,841,876</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-04

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Supplemental Budget Resolution No. 17-04 - FY 2017 Street Rehabilitation - Group 8

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-04.

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

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On November 17, 2016, City Council approved a legislative action item entitled FY 2017 Street Rehabilitation Project List. This list included three groups containing approximately 618 blocks out of the estimated 1856 total blocks city-wide for the three year period. Group 8 contains 204 out of the 618 blocks. The Fiscal Year 2017 Street Rehabilitation Group 8 listing was developed based upon those streets in greatest need of rehabilitation that have not been paved over the past 10 years. The list was put out for public bid on November 18, 2016 and two (2) proposals were received on December 19, 2016.

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The City also includes the construction of handicap ramps adjacent to roadways which are proposed to be rehabilitated when existing sidewalks are present. The additional cost to incorporate the 40 proposed handicap ramps and necessary sidewalk adjustments is \$91,280.00 and is included as part of the project.

PRIOR ACTION:

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FUNDING:

Budget:	\$1,841,876.00	LOGT Series 2016 Project Fund
	<u>155,250.00</u>	ECUA Manhole Reimbursement
	<u>\$1,997,126.00</u>	Total

Actual:	\$1,896,310.00	Base Bid
	94,815.50	5% Contingency
	<u>6,000.00</u>	Miscellaneous Construction Items
	<u>\$1,997,125.50</u>	Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate funding for the project. Additionally, ECUA will provide reimbursement in the amount of \$155,250.00 which will offset the cost of the adjustment to their manholes and water valves.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-04
- 2) Supplemental Budget Explanation

PRESENTATION: No

**RESOLUTION
NO. 17-04**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOGT SERIES 2016 PROJECT FUND

Fund Balance		1,841,876
As Reads:	Capital Outlay	4,872,251
Amended		
To Read:	Capital Outlay	6,714,127

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 17 STREET REHAB - GROUP 8

FUND	AMOUNT	DESCRIPTION
LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u><u>1,841,876</u></u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u><u>1,841,876</u></u>	Increase appropriation for Capital Outlay
Total Appropriations	<u><u>1,841,876</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00352

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FY 2017 Street Rehabilitation - Group 9

RECOMMENDATION:

That City Council award a contract for Fiscal Year 2017 Street Rehabilitation Project Group 9 to MidSouth Paving Inc. the lowest and most responsible bidder with a base bid amount of \$1,744,394.00 plus a 5% contingency of \$87,219.70 and \$6,000.00 for miscellaneous construction items for a total amount of \$1,837,613.70. Further, that City Council approve the supplemental budget resolution appropriating the funds for this project.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On November 17, 2016, City Council approved a legislative action item entitled FY 2017 Street Rehabilitation Project List. This list included three groups containing approximately 618 blocks out of the estimated 1856 total blocks city-wide for the three year period. Group 9 contains 202 out of the 618 blocks. The Fiscal Year 2017 Street Rehabilitation Group 9 listing was developed based upon those streets in greatest need of rehabilitation that have not been paved over the past 10 years. The list was put out for public bid on November 18, 2016 and two (2) proposals were received on December 20, 2016.

Public Works & Facilities staff contacted the Emerald Coast Utilities Authority (ECUA) with regard to funding assistance as it relates to the adjustment of ECUA's sanitary sewer manholes within the roadways being reconditioned. ECUA has agreed to fund the adjustment of approximately 230 of their manholes with funding in the amount of \$117,300.00 and approximately 90 of their water valves with funding in the amount of \$26,100.00 for a total of \$143,400.00

PRIOR ACTION:

November 17, 2016 - City Council approved an action item entitled "FY 2017 Street Rehabilitation Project List"

July 14, 2016 - City Council approved an action item entitled "Six-Cent Local Option Fuel (Gasoline) Tax" to authorize financing not to exceed \$15 million for street rehabilitation, street reconstruction and intersection/traffic improvements.

FUNDING:

Budget: \$1,694,214.00 FY17 - FY19 Street Rehabilitation Bond
 143,400.00 ECUA Manhole Reimbursement
 \$1,837,614.00 Total

Actual: \$1,744,394.00 Base Bid
 \$87,219.70 5% Contingency
 \$6,000.00 Miscellaneous Construction Items
 \$1,837,613.70 Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate funding for the project. Additionally, ECUA will provide reimbursement in the amount of \$143,400.00 which will offset the cost of the adjustment to their manholes and water valves.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

Eric W. Olson, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Tabulation of Bids; Bid No: 17-0009, Title: FY 2017 Street Rehabilitation Group 9 Project
- 2) Final Vendor Reference List, 2017 Street Rehabilitation, Public Works & Facilities
- 3) Rehabilitation Group 9 Map
- 4) FY 2017 Street Rehabilitation Group 9 List
- 5) Supplemental Budget Resolution
- 6) Supplemental Budget Explanation

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-009

TITLE: FY 2017 STREET REHABILITATION PROJECT GROUP 9

OPENING DATE: December 20, 2016

MIDSOUTH
PAVING,
INC.

ROADS, INC.
OF NWF

OPENING TIME: 2:30 P.M.

DEPARTMENT: Public Works & Facilities

Pensacola, FL

Cantonment, FL

BRIEF DESCRIPTION

Base Bid

\$1,744,394.00

\$1,792,000.00

M/WBE Good Faith Efforts (GFE):

Yes

Yes

Attended Prebid

Yes

Yes

Opening Date: 12/20/16

Bid No.: 17-009

**FINAL VENDOR REFERENCE LIST
2017 STREET REHABILITATION GROUP 9
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	MBE	WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526		
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503		
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533		
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502		
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526		
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505		
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503		Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533		
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534		
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534		
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y	
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536		
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534		
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505		
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526		
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534		
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504		
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513		
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533		
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533		
049116	FEASIBLE CONCEPTS INC	5852 PARSONS ROAD	MILTON	FL	32570		
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534		
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534-		Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533		
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514		
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503		
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563		
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 18432	PENSACOLA	FL	32523		
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501-		
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514		
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526		
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591		
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526-		
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503		
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505		
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503		
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502		
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534		
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583		
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505		
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y	
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523		
027028	MERLIN CAL CALLAHAN ASSOCIATES INC	P O BOX 1202	DESTIN	FL	32540		
053467	MIDSOUTH PAVING INC	PO BOX 385025	BIRMINGHAM	AL	35283-		

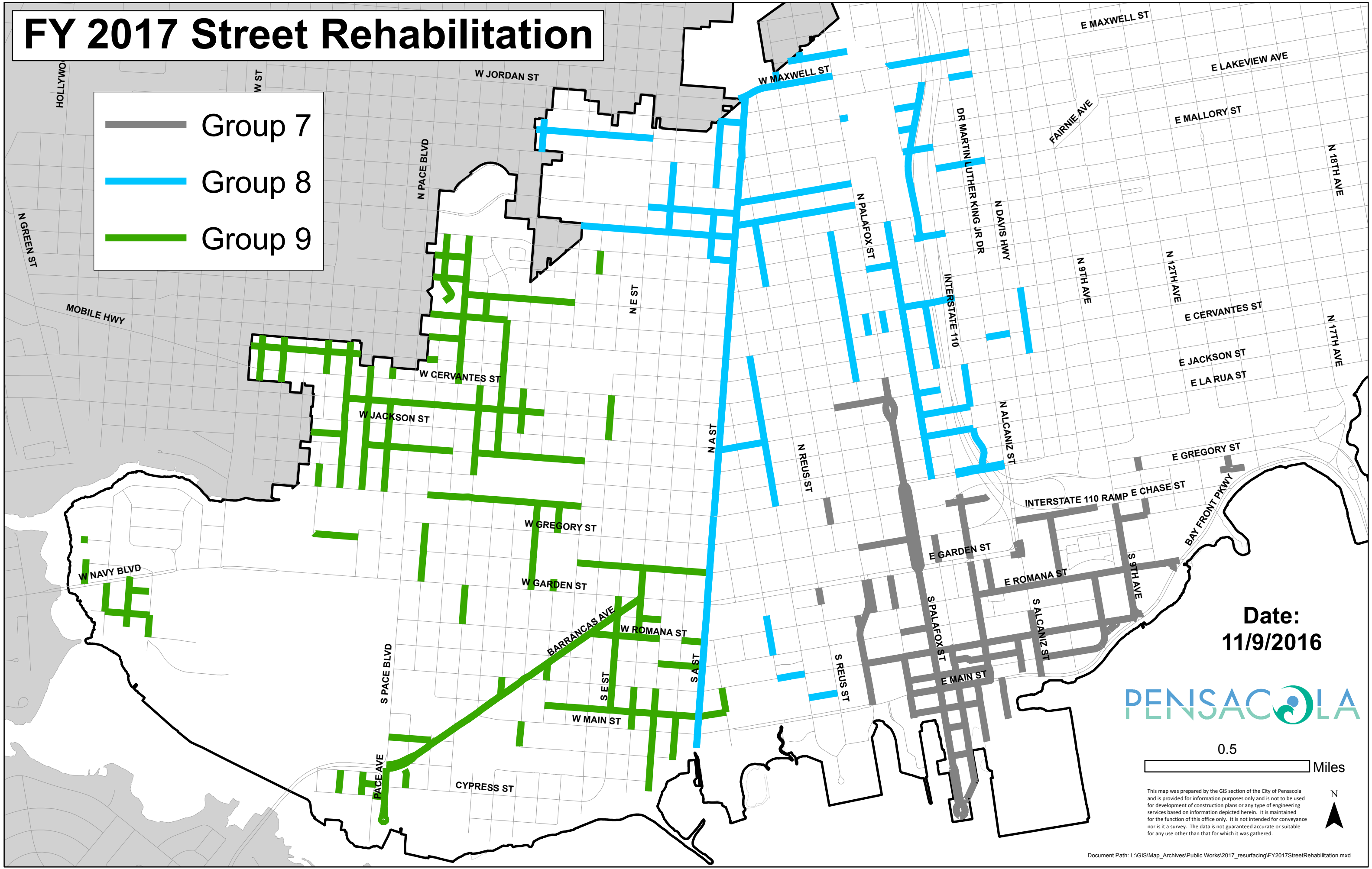
**FINAL VENDOR REFERENCE LIST
2017 STREET REHABILITATION GROUP 9
PUBLIC WORKS & FACILITIES**

Vendor	Name	Address	City	St	Zip Code	MBE	WBE
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563		
001823	NWF CONTRACTORS INC	P O BOX 1718	FORT WALTON	FL	32549		
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505		
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505		
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516		
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562-		
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER	117 W GARDEN ST	PENSACOLA	FL	32502		
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513		
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591		
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516		
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501		
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563		Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y	
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505		
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505		
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526		
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506		
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533		
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570		
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570		
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526		
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501		
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503		
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533		
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513		
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y	
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526		
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505-		
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503		
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534		
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEs RD	MILTON	FL	32583		
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563		
030096	W D ROGERS MECHANICAL CONTRACTOR	PO BOX 9607	PENSACOLA	FL	32513-		
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583		
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514		
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534-		
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534		
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534		

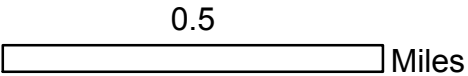
Vendors: 83

FY 2017 Street Rehabilitation

- Group 7
- Group 8
- Group 9



Date:
11/9/2016



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



Group 9

District	STREET NAME	From	To
7	S Pace Blvd	Barrancas Ave	Dead End
7	Barrancas Ave	W Garden St	S Pace Blvd
7	W Chase St	N A St	N G St
7	W Wright St	N G St	N N St
7	N H St	W Gregory St	W Wright St
7	S E St	W Garden St	W Zarragossa St
7	N N St	W Gregory St	W Garden St
7	S H St	Barrancas Ave	W Government St
7	N D St	W Chase St	W Garden St
7	S D St	W Garden St	W Romana St
7	S C St	W Government St	W Gimble St
7	S B St	W Zarragossa St	End (south)
7	S I St	W Main St	W Gimble St
7	W Gimble St	Barrancas Ave	S Pace Blvd
7	W La Rua St	N G St	N L St
7	W La Rua St	N M St	N Q St
7	N M St	W Godfrey St	W Cervantes St
7	W Brainerd St	N H St	N M St
7	Cahn St	W Navy Blvd	Dead End
7	Reymarde St	Cahn St	Dead End
7	S Stillman St	W Navy Blvd	Blanchard St
7	Myrick St	Blanchard St	End Of City Row
7	Blanchard St	S Stillman St	Myrick St
7	Water St	W Navy Blvd	Elkton St
7	S P St	Interlaken St	Mcleod St
7	N P St	W Wright St	W Gadsden St
7	N S St	W Wright St	W Belmont St
7	N Q St	W Wright St	City Limits
7	N R St	W Wright St	City Limits
7	N K St	W Gonzalez St	W La Rua St
7	S L St	W Garden St	W Romana St
7	N L St	W Cervantes St	W Belmont St
7	S D St	W Government St	W Main St
7	N H St	W Garden St	Dead End
7	W Hilary St	S C St	S D St
7	N I St	W Wright St	W Garden St
7	W Romana St	S C St	Barrancas Ave
7	W Zarragossa St	Clubbs St	S H St
7	Mcleod St	S Pace Blvd	Barrancas Ave
7	S J St	W Government St	Barrancas Ave
7	W Intendencia St	S A St	S C St
7	S C St	W Gimble St	Dead End
7	Clubbs St	W Government St	W Zarragossa St
7	W Gadsden St	N I St	N R St

7	Marques St	Water St	Dead End
7	N V St	City Limits	City Limits
7	N U St	City Limits	City Limits
7	N S St	W Cervantes St	City Limits
7	N P St	W Cervantes St	City Limits
7	W Strong St	City Limits	City Limits
7	W Lee St	N M St	City Limits
7	N N St	W Godfrey St	W Lloyd St
7	Cypress St	S P St	Interlaken St
7	Hayden Ct	W Lloyd St	Dead End
7	W Chase St	N Q St	N S St
7	W Gonzalez St	N K St	City Limits
7	W Lloyd St	N M St	City Limits
7	N G St	W Lee St	W Lloyd St
7	W Desoto St	N M St	City Limits
7	W Strong St	N N St	City Limits
7	N J St	W Jackson St	W Cervantes St
7	S N St	Cypress St	Dead End
7	S Q St	Interlaken St	Mcleod St
7	W Romana St	S A St	S B St
7	Boland Pl	N R St	City Limits
7	N L St	W Brainerd St	W Gonzalez St
6	N F Street	W Jackson Street	W Cervantes Street

**RESOLUTION
NO. -**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOGT SERIES 2016 PROJECT FUND

Fund Balance		1,694,214
As Reads:	Capital Outlay	6,714,127
Amended		
To Read:	Capital Outlay	8,408,341

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 17 STREET REHAB - GROUP 9

FUND	AMOUNT	DESCRIPTION
LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u>1,694,214</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>1,694,214</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,694,214</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-05

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Supplemental Budget Resolution No. 17-05 - FY 2017 Street Rehabilitation - Group 9

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-05.

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

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

On November 17, 2016, City Council approved a legislative action item entitled FY 2017 Street Rehabilitation Project List. This list included three groups containing approximately 618 blocks out of the estimated 1856 total blocks city-wide for the three year period. Group 9 contains 202 out of the 618 blocks. The Fiscal Year 2017 Street Rehabilitation Group 9 listing was developed based upon those streets in greatest need of rehabilitation that have not been paved over the past 10 years. The list was put out for public bid on November 18, 2016 and two (2) proposals were received on December 20, 2016.

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PRIOR ACTION:

November 17, 2016 - City Council approved an action item entitled "FY 2017 Street Rehabilitation Project List"

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FUNDING:

Budget: \$1,694,214.00 FY17 - FY19 Street Rehabilitation Bond
 143,400.00 ECUA Manhole Reimbursement
 \$1,837,614.00 Total

Actual: \$1,744,394.00 Base Bid
 \$87,219.70 5% Contingency
 \$6,000.00 Miscellaneous Construction Items
 \$1,837,613.70 Total

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate funding for the project. Additionally, ECUA will provide reimbursement in the amount of \$143,400.00 which will offset the cost of the adjustment to their manholes and water valves.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-05
- 2) Supplemental Budget Explanation

PRESENTATION: No

**RESOLUTION
NO. 17-05**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

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As Reads:	Capital Outlay	6,714,127
Amended		
To Read:	Capital Outlay	8,408,341

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 17 STREET REHAB - GROUP 9

FUND	AMOUNT	DESCRIPTION
LOGT SERIES 2016 PROJECT FUND		
Fund Balance	<u>1,694,214</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>1,694,214</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,694,214</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00344

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Gerald Wingate

SUBJECT:

General Daniel “Chappie” James Jr. Museum and Flight Academy Funding

RECOMMENDATION:

That City Council authorize the Mayor to transfer \$440,000 from the City’s General Fund to the Community Redevelopment Agency’s (CRA’s) Eastside Tax Increment Financing District specifically for the General Daniel “Chappie” James Jr. Museum & Flight Academy Project.

Also, that the City Council approve a supplemental budget resolution.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

The General Daniel “Chappie” James, Jr. Project is a public and private partnership project in the Eastside Redevelopment Area. Project activities include retrofitting the Historic General Daniel “Chappie” James, Jr. Park as a model Low Impact Development (LID) site to accommodate a museum and youth flight academy. This city-owned site is the historic home of America’s first African American Four Star General, Daniel “Chappie” James, Jr. located on Martin Luther King Jr. Boulevard. The residence which is listed on the National Register of Historic Places, was constructed in 1909 by Chappie James’ father, Daniel James, Sr.

The museum will be established and operated by the Chappie James Museum of Pensacola, Inc. - a not for profit organization. Science, Technology, Engineering and Mathematics (STEM) tutoring and youth flight academy workshops will be provided by the Chappie James Youth Flight Academy organization to help prepare community youth for potential careers in the field of aviation. The constructed civil features will be showcased to increase the public’s awareness of how the application of low-impact Best Management Practices (BMP’s) can contribute to stormwater mitigation on small sites.

The Chappie James Project was identified as the priority project for the Eastside Redevelopment Area by the

Eastside Redevelopment Board in 2014. The Eastside Redevelopment Plan was amended in 2014 to add this Project and funding was approved beginning in the 2014 Eastside budget. City of Pensacola Purchasing noticed Invitation to Bid #16-038 for construction of the Project on behalf of the CRA in accordance with the Interlocal Agreement for Administrative Services between the City and CRA. The deadline for responses was August 1, 2016. Responses to the solicitation were received from Irby Engineering, Dominguez Design-Build, Inc., and Sunrise Contracting Services. Due to errors on their quantity sheet, the bid position of Sunrise Contracting Services changed, making Dominguez Design-Build, Inc. the lowest and most responsible bidder.

At the September 12, 2016 meeting of the CRA Board, the Board approved a supplemental budget resolution transferring \$440,000 to the City's General Fund. These funds plus additional funds were generated from the sale of the 16 South Palafox property.

Given that this project will be a benefit not only to the Eastside, but to the City as a whole, it is appropriate that the City place the \$440,000 generated from the sale of this property to the General Daniel "Chappie" James, Jr. Project with the Eastside TIF for use on this project.

PRIOR ACTION:

October 26, 2000 - City Council designated the boundaries of the Urban Infill & Redevelopment Areas.

February 12, 2004 - City Council approved the Eastside Neighborhood Plan for a portion of the Urban Infill & Redevelopment Area.

August 28, 2014 - City Council approved Ordinance 30-14 amending and readopting the Eastside Neighborhood Plan element of Urban Infill & Redevelopment Area Plan, adding the "Chappie" James Project program element.

October 13, 2005 - City Council approved creation of a Tax Increment Financing District (TIF) in the Eastside Neighborhood and provided for the funding of the Eastside Redevelopment Trust Fund.

October 27, 2005 - City Council amended, readopted and reapproved the Urban Infill & Redevelopment Plan incorporating therein the Eastside Neighborhood Plan.

September 12, 2016 - CRA Board approved a supplemental budget resolution transferring \$440,000 from the CRA to the City's General Fund.

FUNDING:

Budget: \$ 0

Actual: \$ 440,000

FINANCIAL IMPACT:

Reduction of \$440,000 in City's General Fund for use at the General Daniel "Chappie" James Jr. Museum and Flight Academy.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Map_of_sites_for_parking 052014 Chappie James Museum
2. January 2017 Chappie James Funding Resolution
3. January 2017 Chappie James Funding Explanation

PRESENTATION: No



Date:

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

**RESOLUTION
NO. -**

**A RESOLUTION
TO BE ENTITLED:**

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

(1) Planning

As Reads:	Operating Expense	800,250
Amended		
To Read:	Operating Expense	360,250

(2) Transfers Out

To:	Transfer to Eastside TIF Fund	440,000
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B.. EASTSIDE TIF FUND

To:	Transfer in From General Fund	440,000
To:	Principal Payment	440,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - CHAPPIE JAMES FUNDING

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Appropriations		
(1) Planning		
Operating Expenses	(440,000)	Decrease appropriation for Operating Expenses
(2) Transfers Out		
Transfer to Eastside TIF Fund	440,000	Appropriate funding for Transfer to Eastside TIF Fund
Total Appropriations	<u>0</u>	
EASTSIDE TIF FUND		
Estimated Revenues		
Transfer in From General Fund	440,000	Appropriate estimated revenue from Transfer In From General Fund
Total Revenues	<u>440,000</u>	
Appropriations		
Principal Payment	440,000	Appropriate funding for Principal Payment (Chappie James Loan Repayment)
Total Appropriations	<u>440,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-06

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Gerald Wingate

SUBJECT:

Supplemental Budget Resolution No. 17-06 - General Daniel “Chappie” James Jr. Museum and Flight Academy

RECOMMENDATION:

That City Council adopt supplemental budget resolution No. 17-06.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

The General Daniel “Chappie” James, Jr. Project is a public and private partnership project in the Eastside Redevelopment Area. Project activities include retrofitting the Historic General Daniel “Chappie” James, Jr. Park as a model Low Impact Development (LID) site to accommodate a museum and youth flight academy. This city-owned site is the historic home of America’s first African American Four Star General, Daniel “Chappie” James, Jr. located on Martin Luther King Jr. Boulevard. The residence which is listed on the National Register of Historic Places, was constructed in 1909 by Chappie James’ father, Daniel James, Sr.

The museum will be established and operated by the Chappie James Museum of Pensacola, Inc. - a not for profit organization. Science, Technology, Engineering and Mathematics (STEM) tutoring and youth flight academy workshops will be provided by the Chappie James Youth Flight Academy organization to help prepare community youth for potential careers in the field of aviation. The constructed civil features will be showcased to increase the public’s awareness of how the application of low-impact Best Management Practices (BMP’s) can contribute to stormwater mitigation on small sites.

The Chappie James Project was identified as the priority project for the Eastside Redevelopment Area by the Eastside Redevelopment Board in 2014. The Eastside Redevelopment Plan was amended in 2014 to add this Project and funding was approved beginning in the 2014 Eastside budget. City of Pensacola Purchasing noticed Invitation to Bid #16-038 for construction of the Project on behalf of the CRA in accordance with the Interlocal Agreement for Administrative Services between the City and CRA. The deadline for responses was

August 1, 2016. Responses to the solicitation were received from Irby Engineering, Dominguez Design-Build, Inc., and Sunrise Contracting Services. Due to errors on their quantity sheet, the bid position of Sunrise Contracting Services changed, making Dominguez Design-Build, Inc. the lowest and most responsible bidder.

At the September 12, 2016 meeting of the CRA Board, the Board approved a supplemental budget resolution transferring \$440,000 to the City's General Fund. These funds plus additional funds were generated from the sale of the 16 South Palafox property.

Given that this project will be a benefit not only to the Eastside, but to the City as a whole, it is appropriate that the City place the \$440,000 generated from the sale of this property to the General Daniel "Chappie" James, Jr. Project with the Eastside TIF for use on this project.

PRIOR ACTION:

October 26, 2000 - City Council designated the boundaries of the Urban Infill & Redevelopment Areas.

February 12, 2004 - City Council approved the Eastside Neighborhood Plan for a portion of the Urban Infill & Redevelopment Area.

August 28, 2014 - City Council approved Ordinance 30-14 amending and readopting the Eastside Neighborhood Plan element of Urban Infill & Redevelopment Area Plan, adding the "Chappie" James Project program element.

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September 12, 2016 - CRA Board approved a supplemental budget resolution transferring \$440,000 from the CRA to the City's General Fund.

FUNDING:

Budget: \$ 0

Actual: \$ 440,000

FINANCIAL IMPACT:

Reduction of \$440,000 in City's General Fund for use at the General Daniel "Chappie" James Jr. Museum and Flight Academy.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-06 January 2017 Chappie James Funding Resolution
- 2) Supplemental Budget Resolution No. 17-06 January 2017 Chappie James Funding Explanation

PRESENTATION: No

**RESOLUTION
NO. -**

**A RESOLUTION
TO BE ENTITLED:**

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

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(1) Planning

As Reads:	Operating Expense	800,250
Amended		
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(2) Transfers Out

To:	Transfer to Eastside TIF Fund	440,000
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B.. EASTSIDE TIF FUND

To:	Transfer in From General Fund	440,000
To:	Principal Payment	440,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JANUARY 2017 - SUPPLEMENTAL BUDGET RESOLUTION - CHAPPIE JAMES FUNDING

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Appropriations		
(1) Planning		
Operating Expenses	(440,000)	Decrease appropriation for Operating Expenses
(2) Transfers Out		
Transfer to Eastside TIF Fund	<u>440,000</u>	Appropriate funding for Transfer to Eastside TIF Fund
Total Appropriations	<u><u>0</u></u>	
EASTSIDE TIF FUND		
Estimated Revenues		
Transfer in From General Fund	<u>440,000</u>	Appropriate estimated revenue from Transfer In From General Fund
Total Revenues	<u><u>440,000</u></u>	
Appropriations		
Principal Payment	<u>440,000</u>	Appropriate funding for Principal Payment (Chappie James Loan Repayment)
Total Appropriations	<u><u>440,000</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00338

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Establishment of a Housing Initiatives Fund

RECOMMENDATION:

That Council approve the establishment of an assigned Fund Balance which would be restricted for the Housing Initiatives Fund, dedicated to receiving specified funds to supplement existing and future adopted Housing Program Initiatives. Further that City Council allocate the General Fund portion of the proceeds from the sale of 16 South Palafox into the Housing Initiatives Fund. Finally that City Council allocate 50% of the proceeds from the sales of 1015 N "E" Street, 300 Block of W. Intendencia Street and 50% of all future proceeds from the sale of affordable housing designated surplus properties into the Housing Initiatives Fund.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

In the Pensacola metropolitan area one out of every 2.5 households has income levels that are less than 80% of area median income. These low to moderate income households qualify for housing assistance despite most being working families. Many are essential service providers such as firefighters, law enforcement personnel, teachers or elderly persons on fixed incomes. The Mayor, City Council and the Affordable Housing Advisory Committee have called for enhancement of our existing affordable housing programs. These programs are currently funded through fixed formula by the Federal Department of Housing and Urban Development (HUD) and State Legislative allocations through the State Housing Initiatives Program (SHIP). Because neither of these funding sources are within the City's control, eligible program beneficiaries can end up on long waiting lists or lose out on assistance completely. For example, the SHIP program was interrupted in 2016 for seven months and was not funded at all in State FY 11/12. The Housing Division continuously monitors and improves the delivery of eligible programs through these sources to assist as many citizens as possible but long waits for assistance still exist. The Housing Division also collaborates and coordinates with our Community Redevelopment Agency (CRA) to focus on redevelopment areas and implement development consistent with the CRA Redevelopment Plans.

In order to provide for a City-controlled and directed program and an enhanced level of housing program delivery, the City has embarked on an initiative to move City-owned surplus properties back into productive

use. Through the development and sale of surplus properties, local assets can be monetized and all, or a portion, of the proceeds can be dedicated to expanding existing homeowner assistance programs.

PRIOR ACTION:

December 8, 2016 - Council Approved the FY 2017 Non-Encumbered Carryover Budget Resolution.

November 17, 2016 - Council Approved Declaration and Surplus of City Property - 1015 N "E" St.

November 17, 2016 - Council Approved Declaration and Surplus of City Property - 300 Blk W. Intendencia St.

December 9, 2015 - Council Approved the Affordable Housing Incentive Plan Review Report
City of Pensacola Comprehensive Plan Chapter 3 Housing.

FUNDING:

N/A

FINANCIAL IMPACT:

City Council approval will provide funding to implement the Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

12/30/2016

STAFF CONTACT:

Eric W. Olson, City Administrator

Keith Wilkins, Assistant City Administrator

ATTACHMENTS:

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00365

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

Selection of Topics for City Council - Board of County Commissioners Joint Meeting

RECOMMENDATION:

That City Council select the topics they wish to include on the agenda for the Joint Meeting between the City Council and the Escambia County Board of County Commissioners.

AGENDA: Regular

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council and the Board of County Commissioners have agreed to conduct a joint meeting on January 30, 2017. The City Council has expressed a desire to review Council Member submissions of potential discussion topics and by majority vote select those topics they wish to include on the agenda.

PRIOR ACTION:

City Council's desire to select the discussion topics as a Board.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Joint Meeting Council Member Submitted List of Potential Topics

PRESENTATION: No

Joint Meeting Council Member Submitted List of Potential Topics

1. Carpenter's Creek
2. Need for a Public Library on the West Side
3. Services provided by the County to/for City Residents
 - a. Animal Control
 - b. Mosquito Control
4. Drainage issues along Palafox/Jordon/Maxwell areas that drain into the Long Hollow Pond
5. Public-Private Partnership between Baptist Hospital, City and County (West Moreno & Englewood Area)
6. Support through TPO for road improvements of State Road Improvement Projects – moving projects forward
 - a. Barrancas
 - b. Pace Blvd
 - c. Garden St. (b/t A & Pace)
 - d. Main St. (b/t A & Barrancas
 - e. Gov't St.
 - f. Drainage issue Navy & W St.
7. BP Dollars
 - a. Update
 - b. Second pot of funds – All Economic Development dollars?
8. Maggie's Ditch area in Brownsville
9. Government Day September 15, 2017
10. City / County one stop shop for business permits & doing business jointly
11. Bay Bridge Project – use of local contractors & businesses
12. Homeless Initiative & Concerns – Joint Review
 - a. Housing
13. Mosquito control land – Clean up
14. American Creosote Works Site – Update
15. Tourism & Development – joint review of maximizing tourism & development opportunities
16. Other Items as may be added at the meeting

FYI – Mayor's Items

- RESTORE Funds & Projects
- Triumph Funds
- VT-MAE Update

FYI – BCC Items

- Crime in City /County parks & potential use of establishing park rangers to help reduce crime
- Pensacola Energy's use of in-house plumbers & the impact on local plumbing businesses
- Midtown Commerce Park
- Local Option Gas Tax
- Indoor Sports Complex



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 47-16

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

Proposed Ordinance No. 47-16 - Amendment to Section 12-2-24 of the Land Development Code--North 9th Avenue Corridor Management Overlay District

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 47-16 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-24 OF THE CODE OF THE CITY OF PENSACOLA; AMENDING THE LAND DEVELOPMENT CODE, NORTH 9TH AVENUE CORRIDOR MANAGEMENT OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

AGENDA: Regular

HEARING REQUIRED: Public

SUMMARY:

In 1996, the Pensacola City Council created the North 9th Avenue corridor management overlay district to establish specific criteria to address access management of vehicular traffic and to enhance safety in the district for both pedestrians and the operators of motor vehicles. More specifically, the district was designed to:

- Allow for the orderly rezoning and redevelopment of the district over time
- Allow for a compatible mixture of residential and business uses
- Maintain the residential appearance and quality of the district by implementation of design guidelines
- Enhance the corridor's visual appearance.

Ninth Avenue is a critical corridor that bisects the entire city. The most dangerous intersections, as measured by traffic accidents, are consistently on Ninth Avenue. The roadway is a major artery in our city. Portions of the roadway are more residential, while others are almost entirely commercial. There are several sections that are currently struggling with residential vs. commercial development, as demonstrated by recent requests for rezoning and changes to zoning districts.

At the City Council Meeting on February 11, 2016, City Council took action to direct the City Planning Board to review the North 9th Avenue Corridor Management Overlay District to ensure the language and specific criteria that created the district is adequate or if amendments to the overlay district need to be made for the orderly rezoning and redevelopment of the district.

The Planning Board reviewed the North 9th Avenue Corridor Management overlay District at their March 8, 2016.

Meeting and held a workshop on April 19, 2016 for discussion and public input.

The Planning Board, through the attached amendments to Section 12-2-24 of the Land Development code, provided their recommendations to the City Council.

PRIOR ACTION:

July 25, 1996, City Council adopted Ordinance No. 33-96, creating the North 9th Avenue Corridor Management Overlay District.

February 11, 2016, City Council directed Planning Board to review the North 9th Avenue Corridor Management Overlay District.

November 17, 2016, City Council conducted the first of two required public hearings.

December 8, 2016, City Council passed the proposed ordinance on first reading.

FUNDING:

Budget: \$

Actual: \$

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance - 9th Avenue Corridor

PRESENTATION: No

PROPOSED
ORDINANCE NO. 47-16

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-24 OF THE CODE OF THE CITY OF PENSACOLA; AMENDING THE LAND DEVELOPMENT CODE, NORTH 9TH AVENUE CORRIDOR MANAGEMENT OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-24 of the Code of the City of Pensacola, Florida, is hereby amended to read:

Sec. 12-2-24. - North 9th Avenue corridor management overlay district.

- (A) *Creation and description of the overlay district.* There is hereby created the North 9th Avenue corridor management overlay district within the area described as follows: All properties abutting North 9th Avenue between Fairfield Drive and Bayou Boulevard.
- (B) *Purpose.* The purpose of this overlay district is to establish specific criteria to address access management of vehicular traffic and to enhance safety in the district for both pedestrians and the operators of motor vehicles. Further, creation of the district will allow for the orderly rezoning and redevelopment of the district over time, allow for a compatible mixture of residential and business uses, maintain the residential appearance and quality of the district by implementation of design ~~guidelines~~ standards, and enhance the corridor's visual appearance. These objectives will be accomplished through comprehensive site planning on the part of the developer, combined with site plan review and approval by the Planning Board, planning staff, the city engineer and the district office of the Florida Department of Transportation.
- (C) *Permitted land uses.* Land uses within the North 9th Avenue corridor management overlay district are those permitted in the underlying zoning district classifications.
- (D) *General conditions, procedures and standards.* ~~Rezoning requests alone will not require submission of a site plan; however, prior to obtaining a building permit and/or obtaining a certificate of occupancy for non-residential development, the developer must submit a site plan that meets the access management requirements listed below. The developer shall submit this site plan to the Department of Planning and Neighborhood Development and meet with the planning staff and the city engineer to obtain their input or review of the following:~~

(1) Rezoning requests alone will not require submission of a site plan.

(2) Prior to making application for a building permit and/or obtaining a certificate of occupancy for non-residential development, the developer must submit a site plan that meets the access management requirements and design standards listed below to the Planning Board for aesthetic review. The developer shall submit this site plan to the Planning Services Division and meet with the planning staff and the city engineer to obtain their input and/or review of the following prior to or concurrent with the Planning board submittal:

- (a) The relationship between the proposed development plan and the surrounding land uses.
- (b) The character and/or design of the following factors:
 - 1. traffic egress and ingress to the site;
 - 2. parking;
 - 3. provision of open space and visual corridors;
 - 4. preservation of existing vegetation and proposed landscaping;
 - 5. applicable screening, fencing and buffering;
 - 6. signage; and
 - 7. preservation of the residential quality of the district through architectural and design guidelines standards as outlined in paragraph (F) below.

(3) Procedure for review of plans.

- (a) Plan submission: All development plans must comply with development plan requirements set forth in subsections 12-2-81(C) and (D), and design standards and guidelines established in section 12-2-82. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the North 9th Avenue corridor management overlay district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, design of the site, signage, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.
- (b) Review and approval. All plans shall be subject to the review and approval of the Planning Board established in Chapter 12-13. At the time of review the Board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.

(c) Final development plan. If the Planning Board approves a preliminary development plan, the owner shall submit a final development plan in accordance with the procedure set forth below within six (6) months of the date of approval of the preliminary plan of development. For good cause shown, the Planning Board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six (6) months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-2-81 pertaining to the final development plan. If the applicant submits a final development plan which conforms to all the conditions and provisions of this chapter, then the Planning Board shall conclude its consideration at its next regularly scheduled meeting.

(E) Development requirements.

- (1) Access management. In keeping with the district's ~~primary~~ goal of access management of vehicular traffic, each non-residential lot or parcel under single ownership must address access management objectives in its initial site plan.

In the interest of vehicular safety, traffic circulation, and roadway level of service (LOS), driveways to non-residential parcels of property must be at least two hundred forty-five (245) feet from the next adjacent driveway in either direction. This requirement can be accomplished by one of the following methods:

- (a) A property owner requesting approval of non-residential use shall own a sufficiently sized parcel of land so as to gain the required frontage on North 9th Avenue to meet the two hundred forty-five-foot spacing requirement.
- (b) A property owner may assemble multiple parcels of land so as to achieve the two hundred forty-five-foot spacing requirement.
- (c) In the event that the two hundred forty-five-foot spacing requirement cannot be met on an individual parcel, one (1) driveway will be allowed; however an access management plan incorporating the concept of shared driveways with adjoining parcels that will accomplish this spacing requirement must be submitted to, and approved by, the planning staff.

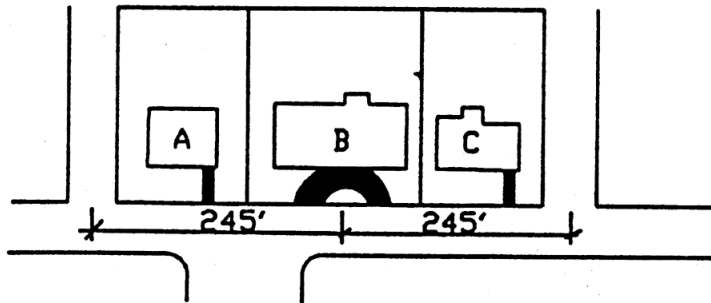
Under this scenario, existing driveways will be designated interim driveways until such time as shared access development plans can be completed and shared driveways are constructed. To accomplish this objective, property owners must submit an easement allowing cross access to and from other properties served by joint and cross access drives and an agreement within their deed that the remaining access rights will be relinquished to the city and that preexisting driveways along the thoroughfare will be closed and eliminated after construction of the joint access system. These easements will be recorded by the city in the Public Records of Escambia County and be kept on file in the city's ~~Department of Planning and Neighborhood Development~~ Planning Services Division. A joint maintenance agreement should also be established in order to define

the maintenance responsibilities of the property owners. See Exhibits A-1, A-2, A-3, and A-4.

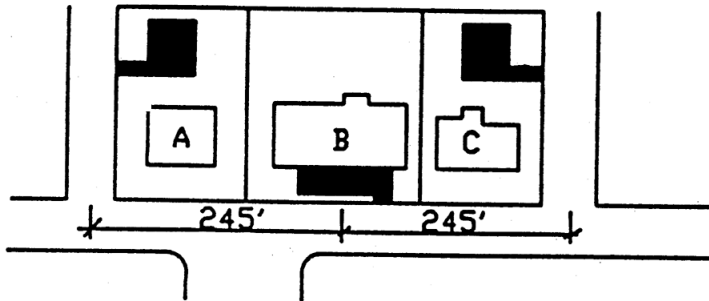
~~Parcels located on corner lots are encouraged to use the side street locations for their driveways and will not be permitted to access be permitted to access North 9th Avenue unless the minimum two hundred forty-five foot spacing requirement on North 9th Avenue can be met.~~

Unless the minimum spacing requirement of two hundred forty-five feet between connections can be met, parcels located on corner lots shall use the side street for full-access connections and have limited access to North 9th Avenue. Direct access to North 9th Avenue shall be allowed in the form of directional openings designed to enhance the safety and operation of the roadway. Driveway connections on corner side streets shall provide a corner clearance of 120 feet from the travel lane of North 9th Avenue. This distance may be reduced if the depth of the lot cannot support this distance or if the location is within a primary portion of the lesser classified roadway and could pose a conflict or nuisance with the surrounding existing residential uses, such as in the case of direct alignment with an existing residential driveway or dwelling.

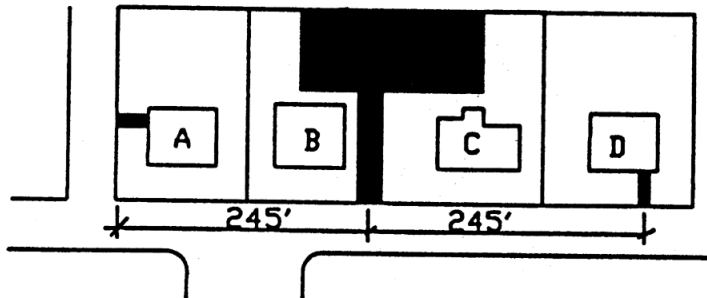
A-1
RESIDENTIAL USE WITHOUT
ACCESS MANAGEMENT



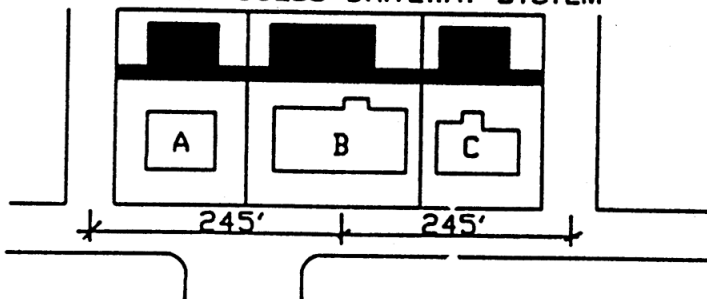
A-2
OFFICE USE WITH
ACCESS MANAGEMENT



A-3
JOINT ACCESS DRIVEWAY SYSTEM



A-4
CROSS ACCESS DRIVEWAY SYSTEM

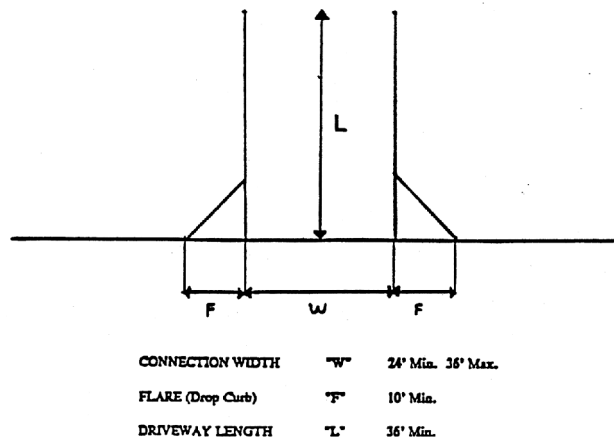


NOT TO SCALE

EXHIBIT A

- (2) Driveway design standards. In order to permit a safe transition from the roadway to the site, two-way driveways must have a minimum width of twenty-four (24) feet and a maximum of thirty-six (36) feet and a ~~ten-foot~~ minimum flare of ten feet on both sides in accordance with Florida Department of Transportation Standard Index 515, Roadways and Traffic Design Standard Indices, latest edition. Further, to prevent the stacking of vehicles on the roadway, driveways should have a minimum length of thirty-six (36) feet from the edge of the roadway to the beginning of the parking area for business developments. See Exhibit B below. ~~The placement of parking areas towards the rear of the site for business establishments where the site is less than two hundred (200) feet in depth is strongly encouraged as this will enhance safety and the aesthetic appearance of the development. For sites that are two hundred (200) feet in depth or more, placement of parking is encouraged toward the front of the site with sufficient landscaping to enhance the aesthetic appearance of the development.~~ As long as the roadway remains under FDOT maintenance, a copy of the FDOT Pre-Application Meeting Notes should be provided to the City during the site plan submittal process to allow staff to review for consistency with the State requirements as well as City standards.

FDOT DRIVEWAY DESIGN STANDARDS¹



¹ Florida Department of Transportation Standard Index 515, Roadways and Traffic Design Standard Indices, latest edition.

EXHIBIT B

- (3) Off-street parking. Off-street parking must be provided as required for the specific use of the property as set forth in Chapter 12-3. The design of parking lots must meet the minimum requirements as set forth in Chapter 12-3. Additionally, parking areas shall be placed towards the rear of the site for business establishments. Where the constraints of the lot limit parking at the rear of the site, additional landscaping shall be required within the parking area and along the front of the property to soften the streetscape and enhance the aesthetic appearance of the development.

- (4) ~~Landscaping and buffers requirements.~~ Landscaping and buffer requirements are subject to the minimum provisions set forth in Chapter 12-2, section 12-2-32 and Chapter 12-6. When off-street parking is located at the front of the project, a year-round landscaped hedge or low wall along the street edge of the parking lot must be used as a means of buffering. Additional design standards are outlined in Section 12-2-24 (F) below.
- (5) ~~Signs. The provisions set forth in Chapter 12-4 apply within the North 9th Avenue corridor management overlay district. Refer to Chapter 12-4 for general sign standards and criteria and for a description of sign area calculations. The specific standards as outlined in Section 12-2-24 (F) shall be applied to all signage within this district.~~
- (6) ~~Fencing and screening. Approved materials for non-residential developments include, but are not limited to, wood, brick, stucco finished masonry, stone, or wrought iron, and combinations of these materials. Synthetic materials with the appearance of approved materials are included. Chain link fences for new non-residential developments will be permitted only if screened in their entirety by appropriate vegetation. Reserved.~~

(F) Design guidelines standards:

- (1) ~~Landscaping and buffers guidelines.~~ Preservation of existing vegetation is required and new plantings of native, non-invasive understory vegetation is strongly encouraged to visually link the development to the wooded character and mature landscape of the district.
- (2) ~~Guidelines for the aesthetic use of signs~~ Signage.

~~1. (a) Freestanding signs. The use of monument signs is recommended within the corridor. Freestanding signage shall observe a maximum overall sign height of 8 feet with a maximum sign face area of 32 square feet. Monument signs are required; however, if a pole sign is existing, decorative covers to conceal the frame are required. Additionally, landscaping at the base of all freestanding signage is required.~~

~~2. (b) Design materials. The architectural character of the building to which the sign relates should be reflected in the lettering and materials used in the sign.~~

~~3. (c) Lighting. Lighting should be indirect, uplit and concealed by landscaping and/or vegetation.~~

1. In addition to the standards within Sections 12-3-3 and 12-4-2, parking lot lighting and lighting on buildings shall be direct (downlighting) to promote dark sky lighting and minimize light pollution. The maximum allowed trespass of light at the property line shall not exceed .5 foot-candles. Parking lot lighting shall be full cutoff to minimize light pollution and nuisances.

2. Freestanding signs may be uplit with shielded landscape lighting to promote dark sky lighting and minimize light pollution and nuisances.

3. Signage may not be internally illuminated. However back-lighting of letters will be permissible with opaque faces to create the effect of channel letters.

4. Electronic reader boards shall not be allowed within this district.

4. (d) Copy. The sign copy should be limited to the name, address and logo of the business.

(3) ~~Guidelines for architectural~~ Architectural design and building elements.

(a) Buildings or structures which are part of a present or future group or complex ~~should~~ shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials should be such as to create a harmonious whole within the residential context and nature of the district.

(b) Buildings or structures located along strips of land or on single sites and not a part of a unified multi-building complex ~~should~~ shall strive to achieve visual harmony with the surroundings. It is not inferred that the buildings must look alike or be of the same style to be compatible with the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.

(4) Fencing and screening. Approved materials for non-residential developments include, ~~but are not limited to,~~ wood, brick, stucco finished masonry, stone, or wrought iron, and combinations of these materials. Synthetic materials with the appearance of approved materials are included. Black powder-coated Chain link fences will be permitted for new non-residential developments if screened in their entirety by appropriate vegetation. Exposed concrete block and barbed-wire are prohibited within the district.

(G) Contents of the development plan. The site plan(s) and elevation(s) depicting the proposed project within the overlay district must contain all the elements at the scale designated in section 12-2-81 (C) and (D).

(H) Conformity. Existing commercial developments are required to comply with the above standards with respect to landscaping, lighting, signage and fencing by December 31, 2024. Compliance will be required for all redevelopment that exceeds 50% of the value of the building.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 48-16

City Council

1/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

Proposed Ordinance No. 48-16 - Amendment to Group Insurance Amending Section 9-7-2

RECOMMENDATION:

That City Council adopt Proposed Ordinance 48-16 on second reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR CONTINUED INSURANCE COVERAGE AFTER EMPLOYMENT; AMENDING SECTION 9-7-2; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

AGENDA: Regular

Public Hearing Required: No Hearing Required

SUMMARY:

Section 9-7-2 provides for continued insurance coverage after an employee leaves City service. The amendment will make the language compliant with the Affordable Care Act. The change from ten (10) years of employment to six (6) years of continuous active employment provides for the same vesting period for continuing health insurance coverage as the City's initial vesting period in 2007 for the Florida Retirement System. Also, the General Pension and Retirement Plan has six (6) year vesting. The change is effective for anyone employed with the City at the beginning of the current fiscal year (October 1, 2016).

PRIOR ACTION:

December 8, 2016 - City Council approved Proposed Ordinance No. 48-16 on first reading.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/21/2016

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Proposed Ordinance No. 48-16

PRESENTATION: No

PROPOSED
ORDINANCE NO. 48-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR CONTINUED INSURANCE COVERAGE AFTER EMPLOYMENT; AMENDING SECTION 9-7-2; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-7-2 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 9-7-2. - Participants; persons insured.

The following persons may be participants or persons insured in any plan of group health, dental, life or other insurance, unless by action of the city council plan participation is otherwise limited:

- a. The mayor and any active, permanent, full-time city employee who is regularly scheduled to work forty (40) hours or more per week on a full-time basis and part-time employees as required under the Affordable Care Act.
- b. Any other active city employee whose written employment contract with the mayor provides for participation in such insurance plan.
- c. Any former employee, as described in subsection a. or b. and city council member as described in f., employed by the city prior to January 1, 1994, who while an active employee was a member of the City General Pension and Retirement plan, Firemen's Relief and Pension Plan, or Police Officers Retirement Plan or Florida Retirement System and who was actively employed by the city for a continuous period of six (6) years, or whose written employment contract provided for participation in such insurance plan following termination of active employment.
- d. Any former employee, as described in subsection a. or b., employed by the city ~~prior to January 1, 1994~~ as of October 1, 2016, who while an employee was a member of one of the city's defined contribution pension or deferred compensation plans, and who was actively employed by the city for a continuous period of ~~ten (10)~~ six (6) years, or whose written employment contract provided for participation in such insurance plan following termination of active employment.

- e. Any former employee, as described in subsection a. or b., whose employment has been terminated due to a total disability due to an accident, injury or occupational disease arising out of and in the course of city employment which is compensable under the workers' compensation laws of Florida in effect at the time that such accident, injury or occupational disease occurs, for so long as such employee remains totally disabled.
- f. City council members and their eligible dependents are eligible to participate in the group health and dental plans only provided that the council members pay one hundred (100) percent of the health and dental insurance premiums. City council members and their eligible dependents will not be eligible to participate in any other city group benefit plans. The mayor, city council members and any eligible dependents will continue to be eligible to participate in the group health ~~plan and dental plans only~~ in the manner as specified in c. above, during their term(s) in office.
- g. Insurance coverage shall be extended to the eligible dependents of any of the above-described employees, former employees, or mayor or city council members provided that the employee, or city council member, while in the active service of the city or while holding office, enrolls such eligible dependents for coverage during an authorized enrollment period or special enrollment period.
- h. Any surviving spouse and/or eligible dependent children of an employee or former employee eligible to receive retirement benefits under one of the retirement plans described in subsection c., provided that such surviving spouse and/or eligible dependent children were enrolled for coverage prior to the deceased employee's last day of active service with the city.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. It is the intention of the City Council of the City of Pensacola that the provisions of the Ordinance shall become and be made a part of the Pensacola City Code; and the sections of this Ordinance may be encumbered or relettered and the word "ordinance" may be changed to "section", "article" or other such phase in order to accomplish such intentions.

SECTION 5. The provisions of this Ordinance shall take effect as of the date reflected in each of the Plan documents, unless otherwise noted.

SECTION 6. This Ordinance shall on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-00386

City Council

1/12/2017

DISCUSSION ITEM

FROM: City Council Member Sherri F. Myers

SUBJECT:

Update(s) on the Government St. Storm Water Project

REQUEST:

That City Council have a discussion about and seek the answers to the following questions:

1. Update on complaints lodged by the Tanyard Neighborhood residents
2. Update on the status of the Government St. Storm Water Project
3. Cost updates on the project
4. Is / will the playground be handicapped accessible

AGENDA: Regular

SUMMARY:

The Government St. Storm Water Project is currently underway, recently drawing many questions from neighborhood residents and citizens regarding a number of issues. The purpose of this discussion is to allow the City Council to be updated on the status of the project and well as gain answers to other outstanding questions.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

File #: 16-00386

City Council

1/12/2017

PRESENTATION: No