



City of Pensacola

Agenda Conference

Agenda - Final

Monday, June 11, 2018, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [18-00224](#) APPOINTMENTS - GATEWAY REVIEW BOARD

Recommendation: That City Council appoint three individuals who own property in the district, three individuals representing the architectural, architectural landscape, engineering or building contracting professions who do not own property in the district, and an at-large member who does not own property in the district for a term of two years, expiring June 30, 2020.

Attachments: [Member List - Gateway Review Board](#)
[Board Member Attendance](#)
[Application of Interest - Elizabeth Fleischhauer](#)
[Application of Interest - Sergio Hernandez](#)
[Application of Interest - Brett Janson](#)
[Application of Interest - Robert Montgomery](#)
[Application of Interest - Eric Schmitz](#)
[Application of Interest - Robert H. Wilson](#)
[Application of Interest - Michael C Wolf](#)
[Resume - Michael C. Wolf](#)
[Ballot](#)

2. [18-00225](#) APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint a member of the City of Pensacola Planning Board and a city resident to the Affordable Housing Advisory Committee for a term of three (3) years, expiring September 30, 2021.

Attachments: [Nomination Form - John Rickmon](#)
 [Application of Interest - John Rickmon](#)
 [Application of Interest - Paul Ritz](#)
 [Resume - Paul Ritz](#)

3. [18-00141](#) AIRPORT COMMERCE PARK - PROPERTY ACQUISITION N6100 -
COLLEGE HEIGHTS

Recommendation: That City Council authorize the purchase of N6100 (Parcel ID#141S292102003001) from Gordon E. and Mary E. Thompson for \$120,000, a purchase additive of \$25,000, relocation assistance of \$55,000, closing costs of \$1,900, a 5% contingency in the amount of \$10,095, and moving costs in the amount of \$5,000 for a total amount of \$216,995.

Sponsors: Ashton J. Hayward, III

Attachments: [Airport Commerce Park Map, Updated March 2018](#)
 [Summary Appraisal Report, Client File #N6100](#)
 [Technical Appraisal Review, #N6100](#)

4. [18-00210](#) AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO THE SIGNATORY
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE
WITH UNITED AIRLINES, INC.

Recommendation: That City Council authorize the Mayor to execute Amendment No. 1 to the Signatory Airline Operating Agreement and Terminal Building Lease with United Airlines, Inc. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment No. 1.

Sponsors: Ashton J. Hayward, III

Attachments: [Amendment No. 1 to the Airline Operating Agreement and Terminal Buildin](#)

5. [18-00188](#) INTERLOCAL AGREEMENT - ESCAMBIA COUNTY - NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
- Recommendation:** That City Council authorize the Mayor to execute the Interlocal Agreement with Escambia County, Florida for the City's share of stormwater tasks related to annual NPDES required monitoring and fees. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Interlocal Agreement from Escambia County Board of County Commissioners](#)
 [Committee Memorandum Dated February 25, 2013](#)
6. [18-00206](#) CITY OF PENSACOLA HOUSING DIVISION PUBLIC HOUSING AGENCY ANNUAL PLAN (FY2018-2019)
- Recommendation:** That City Council approve the Public Housing Agency (PHA) Annual Plan for the Housing Choice Voucher program for Fiscal Year 2018-2019 for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that City Council authorize the Mayor to execute all documents necessary relating to the Plan's submission and Program's administration.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [PHA Annual Plan FY18-19](#)
7. [18-00211](#) AWARD OF CONTRACT TO LARRY HALL CONSTRUCTION, INC. FOR INVITATION TO BID (ITB) #18-011 GULL POINT REPAIRS & RENOVATION
- Recommendation:** That City Council award a contract to Larry Hall Construction, Inc. for ITB #18-011 Gull Point Repairs & Renovation for \$254,500.00 plus a 10% contingency of \$25,450 for a total amount of \$279,950.00. Further, that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.
- Sponsors:** Ashton J. Hayward, III
- Attachments:** [Bid No. 18-011 Tabulation of Bids](#)
 [Bid No 18-011 Vendor Reference List](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

8. [18-21](#) RESOLUTION NO. 18-21 - RECOGNIZING THE 25TH ANNIVERSARY OF TRUTH FOR YOUTH, INC. AND COMMENDING REVEREND JOHN POWELL.

Recommendation: That City Council adopt Resolution No. 18-21.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RECOGNIZING THE 25TH ANNIVERSARY OF TRUTH FOR YOUTH, INC. AND COMMENDING REVEREND JOHN POWELL FOR HIS LEADERSHIP, WORK AND INVOLVEMENT IN PROVIDING QUALITY YOUTH ACTIVITIES FOR AT RISK, INNER-CITY YOUTH AND IN ESTABLISHING THE BELMONT CULTURAL CENTER

Sponsors: Jewel Cannada-Wynn

Attachments: [Resolution No. 18-21](#)

9. [18-20](#) RESOLUTION NO. 18-20 - AUTHORIZING THE ISSUANCE OF AN AIRPORT REFUNDING REVENUE NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING AIRPORT REVENUE BONDS, SERIES 2008 (AMT) CURRENTLY OUTSTANDING IN THE AGGREGATE PRINCIPAL AMOUNT OF \$30,745,000.

Recommendation: That City Council adopt Resolution No. 18-20.

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AN AIRPORT REFUNDING REVENUE NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 TO REFUND ALL OR A PORTION OF THE REMAINING AMOUNT OUTSTANDING OF THE AIRPORT REVENUE BONDS, SERIES 2008 (AMT), WHICH BONDS FINANCED CERTAIN CAPITAL IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; FIXING THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS, AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AWARDING THE SERIES 2018 NOTE; APPROVING A FORM OF ESCROW DEPOSIT AGREEMENT; APPOINTING AN ESCROW HOLDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Draft Resolution No. 18-20 \(final to be distributed\)](#)

10. [18-00182](#) PUBLIC HEARING: PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-2-10 (C)(4)(B) HISTORIC AND PRESERVATION LAND USE DISTRICT ; OLD EAST HILL PRESERVATION ZONING DISTRICT; USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT.

Recommendation: That City Council conduct the first of two required public hearings on June 14, 2018 to consider the proposed amendment to the Land Development Code Section 12-2-10 (C)(4)(b) Historic and Preservation Land Use District; Old East Hill Preservation Zoning District; Uses Permitted; OEHC-1, Neighborhood Commercial District.

Sponsors: Ashton J. Hayward, III

Attachments: [Applicant's Request, LDC Amendment 12-2-10, Dr. Laura Hall](#)
 [GIS Map of Impacted Commercial Districts in Old East Hill](#)
 [Coorespondence from Citizens, LDC Amendment 12-2-10, Dr. Laura Hall](#)
 [Ruling from Code Enforcement Authority, 805 E. Gadsden, Dr. Laura Hall](#)
 [April 10, 2018 Planning Board Minutes](#)
 [Proposed Ordinance](#)
 [EMAILING CORRESPONDENCE AND INFO PACKET - OEH NEIGHBOI](#)
 [EMAIL CORRESPONDENCE FROM SUSAN AND DANNY AGNEW](#)
 [PROOF OF PUBLICATION FOR PUBLIC HEARING](#)

11. [18-00119](#) APPROVAL OF DOWNTOWN IMPROVEMENT BOARD (DIB) BY-LAW AMENDMENT AND RATIFICATION OF 2009 AMENDMENTS AS WELL AS ANY OTHER AMENDMENTS NOT PREVIOUSLY APPROVED

Recommendation: That City Council approve the submitted amendment to the DIB By-Laws as required by said By-Laws as well as the State Enabling Act, Chapter 72-655, Laws of Florida. Further, that City Council ratify previous amendments made in 2009 as well as any other amendments not previously approved.

Sponsors: Brian Spencer

Attachments: [DIB Bylaws COMPLETE EXACT Feb 2018](#)
 [DIB By-laws Ratification](#)
 [DIB By-laws Amendment](#)
 [DIB By-Law Amendments June 2016](#)
 [APRIL 2006 DIB Minutes](#)
 [MAY 2006 DIB Minutes](#)

12. [18-00223](#) BAYVIEW COMMUNITY RESOURCE CENTER

Recommendation: That City Council set a maximum expenditure for the Bayview Community Resource Center at \$8,250,000 which amount is to be inclusive of any interest fees experienced by the project; further that the City design to build within these parameters.

Sponsors: Sherri Myers

13. [18-00216](#) AWARD OF CONTRACT - BID #18-009 BAYVIEW COMMUNITY RESOURCE CENTER

Recommendation: That City Council award a contract to Green-Simmons Company, Inc. of Pensacola, Florida, the lowest and most responsible bidder for construction of the Bayview Community Resource Center, Invitation to Bid #18-009, with a Base Bid of \$7,875,000, plus Additive Alternate #1 of \$46,000; Additive Alternate #3 of \$11,000; and Additive Alternate #4 of \$75,000, plus a 3% project contingency of \$240,653 for a total amount of \$8,247,653. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: [Bid No. 18-009 Tabulation of Bids](#)
 [Bid No. 18-009 Vendor Reference List](#)
 [Bayview Community Resource Center Artist Rendering #1](#)
 [Bayview Community Resource Center Artist Rendering #2](#)

14. [18-00237](#) BRUCE BEACH LEASE

Recommendation: That City Council authorize the Mayor to execute an amendment to Section 12 of the lease agreement with the Florida Fish and Wildlife Conservation Commission. Further, that City Council authorize the Mayor to terminate the amended lease agreement. Finally, that City Council authorize the Mayor to take all actions necessary to execute said termination agreement.

Sponsors: Ashton J. Hayward, III

Attachments: [Email from FWC Assistant General Counsel dated June 4, 2018](#)
 [Amended Lease Agreement](#)
 [Agreement to Terminate Amended Lease Agreement](#)

15. [18-00238](#) BRUCE BEACH LEASE

Recommendation: That City Council authorize the termination of the lease agreement with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach premises.

Sponsors: Brian Spencer

Attachments: [Fish Hatchery Lease](#)

16. [18-00239](#) BRUCE BEACH LEASE

Recommendation: That City Council authorize the termination of the lease agreement with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach premises.

Sponsors: Sherri Myers

Attachments: [Fish Hatchery Lease](#)

17. [18-00217](#) AMERICAN CREOSOTE SITE

Recommendation: That City Council provide direction regarding the future of the American Creosote Site.

Sponsors: Jewel Cannada-Wynn

Attachments: [Park Draft Concept](#)
[Parcels Ownership Status](#)

18. [18-00218](#) APPROVAL OF REAL PROPERTY PURCHASE AND SALE AGREEMENT FOR 901 W. BLOUNT STREET

Recommendation: That the City Council approve the Real Property Purchase and Sale Agreement for the purchase of the property at 901 W. Blount Street from Billiken Group, LLC in the amount of \$190,500. Further, that the City Council authorize the CRA Chairperson to execute all documents necessary for purchase of the property.

Attachments: [901 W Blount Street -Purchase Agreement](#)
[Appraisal 901 W Blount Street](#)
[W Moreno Strmwtr Park Acq Map](#)
[W Moreno Stormwater Park Concept](#)

19. [18-00234](#) INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES WITH EMERALD COAST UTILITIES AUTHORITY
- Recommendation:* That City Council approve an Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables with Emerald Coast Utilities Authority. Further, that City Council authorize the Mayor to take all action necessary to execute an agreement.

Sponsors: Ashton J. Hayward, III

Attachments: [Interlocal Agreement for the Acceptance and Processing of Source Separate](#)

20. [18-00241](#) SETTLEMENT PROPOSAL ENCOMPASSING THE LEASE OF SOUTH PALAFOX PROPERTY FOR DEVELOPMENT OF A MIXED USE RESIDENTIAL/COMMERCIAL CONDOMINIUM BUILDING, THE SALE OF THE PITT SLIP PARCELS, AND AN AGREEMENT ADDRESSING SATISFACTION OF PAYMENT OF PREVAILING PARTY ATTORNEYS' FEES IN THE FISH HOUSE LAWSUIT

Recommendation: That the City Council approve a settlement proposal from Seville Harbour, Inc. encompassing: the Ground Lease of South Palafox property for development of a mixed use residential/commercial condominium building with a necessary declaration of surplus by City Council declaring an exigent circumstance exists; and the Purchase and Sale Agreement of the Pitt Slip parcels IA, I and III, with a necessary declaration of surplus and disposition by sale by City Council declaring an exigent circumstance exists; and an agreement addressing Satisfaction of Payment/Release of Prevailing Party Attorneys' Fees in the Fish House lawsuit; and authorize the Mayor to execute all agreements and take all action necessary to complete the transactions.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Settlement Agreement](#)
 [Proposed South Palafox Ground Lease](#)
 [South Palafox Appraisal](#)
 [Proposed Pitt Slip Purchase and Sale Agreement](#)

FOR DISCUSSION

21. [18-00227](#) UPDATE ON THE CITY'S RECYCLING PROGRAM
- Sponsors:* Sherri Myers
22. [18-00228](#) UPDATE ON BURGESS ROAD PROJECT AND ESCAMBIA COUNTY'S FINANCIAL PARTICIPATION
- Sponsors:* Sherri Myers

23. [18-00229](#) UPDATE ON SHADE MEETING FOR COLLECTIVE BARGAINING
NEGOTIATIONS
Sponsors: Sherri Myers
24. [18-00230](#) UPDATE ON SECURITY TRAINING FOR CITY COUNCIL
Sponsors: Sherri Myers
25. [18-00231](#) UPDATE ON BLAKE DOYLE SKATE PARK AT HOLLICE T. WILLIAMS
PARK AND HOLLICE T. WILLIAMS PARK RESTORE PROJECT
Sponsors: Sherri Myers
26. [18-00232](#) UPDATE ON BUDGET WORKSHOPS AND STRATEGIES
Sponsors: Sherri Myers
27. [18-00233](#) HISTORIC PRESERVATION BOARD
Sponsors: Jewel Cannada-Wynn

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

City Administrator's Communication

28. [18-00219](#) CITY ADMINSTRATOR COMMUNICATION
Sponsors: Ashton J. Hayward, III
Attachments: [Council BP Project Funding Briefing 2018.pptx](#)

City Attorney's Communication

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

29. [18-00029](#) MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER
RICHARD BARKER, JR.
Sponsors: Ashton J. Hayward, III
Attachments: [Monthly Financial Report - May 2018](#)

30. [18-00212](#) QUARTERLY FINANCIAL REPORT - SIX MONTHS ENDING MARCH 31, 2018 - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

Attachments: [Quarterly Financial Report - Six Months Ending March 31, 2018](#)
 [FY 2018 Second Quarter Presentation](#)

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 #: 18-00224

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENTS - GATEWAY REVIEW BOARD

RECOMMENDATION:

That City Council appoint three individuals who own property in the district, three individuals representing the architectural, architectural landscape, engineering or building contracting professions who do not own property in the district, and an at-large member who does not own property in the district for a term of two years, expiring June 30, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The subject board reviews applications for building permits to erect, construct, renovate and/or alter an exterior of a building or sign located or to be located in the Gateway Review District.

The following are incumbents that wish to continue serving:

Nominee

Property Owners

Sergio A. Hernandez
Robert Montgomery
Robert Wilson

Nominated by

Incumbent
Incumbent
Incumbent

Architectural, Landscape Architectural, Engineering or Building Contracting Profession - Who Do Not Own Property within the District

Elizabeth Fleischhauer
W. Brett Janson
Michael C. Wolf

Incumbent
Incumbent
Incumbent

At-Large - Who does not own property in the District

Eric Schmitz

Incumbent

PRIOR ACTION:

City Council makes appointments to the 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) Board Member Attendance
- 3) Application of Interest - Elizabeth Fleischhauer
- 4) Application of Interest - Sergio A. Hernandez
- 5) Application of Interest - Brett W. Janson
- 6) Application of Interest - Robert Montgomery
- 7) Application of Interest - Eric Schmitz
- 8) Application of Interest - Robert H. Wilson
- 9) Application of Interest - Michael C. Wolf
- 10) Resume - Michael C. Wolf
- 11) Ballot

PRESENTATION: No

Gateway Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Fleischhauer, Elizabeth	Architect	Council	1	2018	6/30/2018	2/27/2014	2	
Hernandez, Sergio A.	Property Owner	Council	7	2018	6/30/2018	6/20/2002	2	
Janson, W. Brett	Insurance Agent	Council	0	2018	6/30/2018	5/11/2017	2	
Montgomery, Robert	Property Owner	Council	6	2018	6/30/2018	11/6/2003	2	
Schmitz, Eric	At-Large	Council	2	2018	6/30/2018	6/14/2012	2	
Wilson, Robert H. (Bob)	Property Owner	Council	2	2018	6/30/2018	6/14/2012	2	
Wolf, Michael C.	Landscape Architect	Council	0	2018	6/30/2018	5/11/2017	2	

Term Length: TWO YEARS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY COUNCIL. THREE MEMBERS WHO OWN PROPERTY WITHIN THE DISTRICT; THREE MEMBERS REPRESENTING THE ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING OR BUILDING CONTRACTING PROFESSION (SUCH MEMBERS SHALL NOT OWN PROPERTY WITHIN THE DISTRICT); ONE MEMBER AT-LARGE WHO DOES NOT OWN PROPERTY IN THE DISTRICT.

June 4, 2018

Gateway Review Board

Name	Profession	No. of Terms	Year	Exp Date	Term Len	Term												Special Meetings	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Date	Attendance
Fleischhauer, Elizabeth	Architect	1	2018	6/30/2018	2	P	A	P	P	P									
Hernandez, Sergio A.	Property Owner	7	2018	6/30/2018	2	A	P	P	P	P									
Janson, W. Brett	Insurance Agent	0	2018	6/30/2018	2	P	P	P	P	P									
Montgomery, Robert	Property Owner	6	2018	6/30/2018	2	P	P	P	P	P									
Schmitz, Eric	At-Large	2	2018	6/30/2018	2	P	A	A	P	A									
Wilson, Robert H. (Bob)	Property Owner	2	2018	6/30/2018	2	P	P	P	P	P									
Wolf, Michael C.	Landscape Architect	0	2018	6/30/2018	2	P	P	P	P	A									

Term Length: TWO YEARS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY COUNCIL. THREE MEMBERS WHO OWN PROPERTY WITHIN THE DISTRICT; THREE MEMBERS REPRESENTING THE ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING OR BUILDING CONTRACTING PROFESSION (SUCH MEMBERS SHALL NOT OWN PROPERTY WITHIN THE DISTRICT); ONE MEMBER AT-LARGE WHO DOES NOT OWN PROPERTY IN THE DISTRICT.

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, April 20, 2018 10:08 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	Elizabeth Fleischhauer
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Home Address	101 E. Romana St. #319 Pensacola, FL 32502
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Business Address	909 E. Cervantes St. Pensacola, FL 32501
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To which address do you prefer we send correspondence regarding this application?	Business
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Preferred Contact Phone Number(s)	850-324-3442
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Email Address	e.fleischhauer@bulltice.com
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Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	6
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If yes, how long have you been a City resident?	20+ years
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Do you own property within the City limits?	No
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Are you a registered voter in the city?	Yes
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Board(s) of interest:	Gateway Review Board
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Please list the reasons for your interest in this position:	Current member (renewal application)
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Do you currently serve on a board?	Yes
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If yes, which board(s)?	Gateway Review Board
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Do you currently hold a public office?	No
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If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
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(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
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Race	Caucasian
------	-----------

Physically Disabled	No
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(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: Tuesday, April 17, 2018 5:37 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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(Section Break)

Personal Information

Name	Sergio Hernandez
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Home Address	P.O. Box 9667 Pensacola, FL
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Business Address	821 E De Leon Street Pensacola, FL 32502
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	850-291-0222
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Email Address	pensacolarealestate@hotmail.com
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Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
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:	Gateway Review
Please list the reasons for your interest in this position:	Own multiple properties within the district and am interested in continuing to assist in the guidance of this very important district as I've done for many years in the past.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Gateway Review
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	Hispanic-American
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: Monday, April 16, 2018 2:05 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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(Section Break)

Personal Information

Name	Brett Janson
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Home Address	2140 E Scott St Pensacola, FL 32503
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Business Address	1900 N 9th Ave Pensacola, FL 32503
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To which address do you prefer we send correspondence regarding this application?	Business
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Preferred Contact Phone Number(s)	850-382-7071
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Email Address	bjanson@hilesmcleod.com
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Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	4
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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:	Gateway Review Board
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Please list the reasons for your interest in this position:	Currently serve on this board
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Do you currently serve on a board?	Yes
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If yes, which board(s)?	Gateway Review Board, The First Tee of NW FL
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Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
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(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: Wednesday, May 30, 2018 12:09 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.

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(Section Break)

Personal Information

Name	Robert Montgomery
------	-------------------

Home Address	612 E Romana St
--------------	-----------------

Business Address	657 E Romana St
------------------	-----------------

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

Preferred Contact Phone Number(s)	8502327912
-----------------------------------	------------

Email Address	robert@montgomeryrealtors.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	Pensacola 15 yeRS
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Gateway Review Board
Please list the reasons for your interest in this position:	I have served on this Board for over 15 years and I enjoy helping guide development in the area.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Gateway
Do you currently hold a public office?	No
If so, what office?	Field not completed.
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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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, June 1, 2018 4:38 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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(Section Break)

Personal Information

Name	Eric C. Schmitz
------	-----------------

Home Address	1818 E. Cervantes St Pensacola FL 32501
--------------	---

Business Address	1818 E. Cervantes St.
------------------	-----------------------

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

Preferred Contact Phone Number(s)	9736551791
-----------------------------------	------------

Email Address	Eric@ultrafaux.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	11
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Gateway Review Board
Please list the reasons for your interest in this position:	Keeping the city entrances aesthetic pleasing and being involved in a smart effort to possibly reorganize the 17 st entrance to the mouth of the new Bay bridge
Do you currently serve on a board?	Yes
If yes, which board(s)?	Gateway Review Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, June 4, 2018 10:55 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	Robert H Wilson
------	-----------------

Home Address	636 E Romana St Pensacola, Florida 32502
--------------	--

Business Address	Field not completed.
------------------	----------------------

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

Preferred Contact Phone Number(s)	850 982 5329
-----------------------------------	--------------

Email Address	bobrxuf@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	app 28 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Gateway Review Board
Please list the reasons for your interest in this position:	I am a resident of the Gateway Review Area and am currently serving on this Board and wish to continue to serve the Citizens of Pensacola and the Gateway Area.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Gateway Review Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, May 17, 2018 12:52 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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(Section Break)

Personal Information

Name	Michael C Wolf
Home Address	6048 Augustine Dr. Pace, FL. 32571
Business Address	6048 Augustine Dr. Pace, FL. 32571
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-698-0056
Email Address	Mike.wolfriddleassociates@gmail.com
Upload Resume (optional)	WOLF-Pensacola Board Resume.pdf

(Section Break)

Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	Pace
Do you own property within the City limits?	No
Are you a registered voter in the city?	No
Board(s) of interest:	Gateway District Review Bd.
Please list the reasons for your interest in this position:	policymakers, regulators and developers should support sustainable site planning and construction techniques that reduce pollution and create a balance between built and natural systems.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Gateway District Review Bd.
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.](#)

MICHAEL C. WOLF, AICP, RLA ***Certified Planner and Landscape Architect***

6048 Augustine Dr.
Pace, FL. 32571
Business Telephone: (850) 698-0056

EDUCATION

Bachelor of Science, 1988, University of Kentucky
University of Louisville School of Business

PROFESSIONAL REGISTRATIONS

American Institute of Certified Planners (#15571),
2000: National Accreditation

Commonwealth of Kentucky: Registered Landscape
Architect #509

State of Tennessee: Registered Landscape Architect
#552

State of Florida: Registered Landscape Architect
#LA6667118

PROFESSIONAL AFFILIATIONS

The Urban Land Institute
American Planning Association
American Institute of Certified Planners
Florida Planning Association
American Society of Landscape Architects
American Society of Civil Engineers Affiliate

Years of Experience with

27

EXPERIENCE

Mr. Wolf has served as Project Manager and Project Principal on a variety of projects. He has provided professional services in all phases of planning and construction projects including, residential, commercial and military Civil/site design, transportation planning and design, residential development conceptual and master planning, airport master planning, construction document preparation, construction document quality control, project bidding, cost control, construction assistance and construction observation and marketing/client development.

Mr. Wolf has a strong engineering design and planning background in roadways, parks, waterfront development, residential and commercial development, airport design and sports facility design. Mr. Wolf is knowledgeable of national/state codes and standards and their application, has successfully worked with many government and private agencies in developing design criteria, and has led several public input workshops and presentations.

The projects listed below involved site selection and assessment, planning, rezoning and permitting. Mr. Wolf acted as principal in charge, senior project manager and program manager for numerous residential, institutional, commercial, military, medical, and industrial developments. The below is a partial listing:

SUBDIVISION & SITE PLANNING

- ◆ **Milton Chevrolet, Milton, FL.** Construction Documents, FDOT permitting, construction documents for Chevrolet Dealership. Principal in charge.
 - ◆ **Ragusa Subdivision, Pensacola, FL.** Construction Documents, FDOT permitting, construction documents for Chevrolet Dealership. Principal in charge.
 - ◆ **Rio Antigua, Perdido Key, FL.** Construction Documents, FDOT permitting for Condominium Development. Principal in charge.
 - ◆ **WCI Communities, Perdido Key, FL.** Construction Documents, FDOT permitting, Escambia County Master Plan for vesting of units, construction documents for 4-20 story towers. Senior project manager.
 - ◆ **Soaring Planned Unit Development, Escambia County, FL.** Master planning and construction documents for single family residential Planned Unit Development. Senior project manager.
 - ◆ **Keystone Planned Unit Development, Pensacola, FL.** Master planning and construction documents for single family residential Planned Unit Development. Senior project manager.
-

Michael C. Wolf, (Continued)

- ◆ **Sandy Ridge Residential Subdivision, Crestview, FL.** Construction administration for DR Horton. Principal in charge.
 - ◆ **Solimar Residential Subdivision, Midway, FL.** Construction administration for DR Horton. Principal in charge.
 - ◆ **Rolling Ridge Residential Subdivision, Crestview, FL.** Construction administration for DR Horton. Principal in charge.
 - ◆ **Shops at Easthill, Pensacola, FL.** Site/Civil construction documents. Principal in charge.
 - ◆ **Redstone Commons, Crestview, FL.** Site design and program manager for a 200+ lot single family residential development. Principal in charge.
 - ◆ **Water Sound Residential Subdivision, Gulf Breeze, FL.** Master planning and construction documents for single family residential Planned Unit Development. Senior project manager.
 - ◆ **Ft. Campbell Army Base, Ft. Campbell, KY.** Site/Civil construction documents for several base building sites. Senior project manager.
 - ◆ **Wright Patterson AFB, Dayton, OH.** Site/Civil construction documents for several base building sites. Senior project manager.
- TRANSPORTATION PLANNING/ MASTER PLANNING**
- ◆ **KY. SR. 234 Corridor Study, Bowling Green, KY.** Transportation Planning and Corridor Study for KY. 234 interchange at I-65. This Project included public workshops, public presentations, stakeholder input solicitation, and analysis of environmental restoration of the affected areas. Mr. Wolf's involvement included Transportation Planner responsible for reviewing the City's current Comprehensive Plan in light of proposed transportation improvements associated with the Fairview Avenue – Cemetery Road (KY 234) corridor and its interchange with I-65. Work included evaluating the effectiveness of current comprehensive planning proposals in response to the transportation improvements, determining the impacts that the additional traffic and noise would have on the community and making recommendations for land use compatibility.
 - ◆ **Falls of the Ohio River Greenway, New Albany, Clarksville and Jeffersonville, Indiana** Conceptual master planning and site planning for a 7.3 mile riverfront road and park on the Ohio River in Southern Indiana. The project, completed for the U.S. Army Corps of Engineers, includes the reorientation of three communities focus to the Ohio River, as well as each other, by planning a more than 20 mile hike/bike trail system, outdoor amphitheater, docking facilities with boat ramps, pedestrian and vehicle bridges, and environmental restoration of the riverfront. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
 - ◆ **LYNX Light Rail Terminal Study, Orlando, FL.** Study/Master plan for a proposed light rail system terminals at strategic points in the Orlando Metro area. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
 - ◆ **Marina Village, Port St. Joe, FL.** This 60 acre St. Joe/Arvida property located on St. Joseph's Bay included a 200 room luxury hotel; high and low density residential development, marina view restaurant, lighthouse lookout and village green with water feature. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
 - ◆ **Kentucky Fair and Exposition Center, Louisville, KY.** 10 year growth master plan for building of additional infrastructure and exhibit space, utility service expansion, Kentucky Kingdom theme park expansion, vehicular and pedestrian circulation. Mr. Wolf's involvement included Project planner responsible for design and public presentation.
 - ◆ **UPS Hub 2000, Louisville, KY.** Master planning, design, construction drawings and permitting for UPS Hub sorting facility at Louisville International Airport. This study included UPS employee circulation analysis, utility expansion master plan, FAA Part 77 study for proposed buildings, aircraft ramp layout, building expansion analysis.
 - ◆ **City of Pensacola Urban Core Community Redevelopment Area Plan, Pensacola, FL.** Master planning and preparation of The City of Pensacola Community Redevelopment Area Plan.
<http://www.portofpensacola.com/DocumentCenter/Home/View/344>
-

Michael C. Wolf, (Continued)

- ◆ **Stratford at Leesburg, Leesburg VA.** Master plan for Loudon County Government Center with surrounding high and low density residential development.

PARKS AND RECREATION (CONSTRUCTION)

- ◆ **Plaza De Luna, Pensacola, FL.** Site/Civil construction documents for Plaza de Luna Plaza. Senior Project Manager.
- ◆ **Louisville Slugger Field, Louisville, KY.** This AAA Baseball stadium merged historic preservation with economic development by incorporating a freight rail depot building into its design as part of the stadium's entrance. Involvement includes site planning and layout of the 11600 seat stadium, Ohio River 100 year floodplain study, construction documents for site grading and drainage, utilities, plaza areas, parking areas, field underdrain system, flood prevention system.
- ◆ **Louisville Waterfront Park, Louisville, KY.** In association with Hargreaves Assoc., responsible for civil/site design of this Ohio River Waterfront Park. Construction documents include utilities, storm water drainage, grading and pavement design, site details and state of the art erosion control methods.
- ◆ **Falls of the Ohio River Greenway, Jeffersonville, Clarksville and New Albany IN.** Construction documents for 3 demonstration projects as part of the River Greenway Masterplan. Boat ramp, trails, and road relocation in New Albany, Bridge entrance to proposed Greenway in Clarksville, and outdoor amphitheater in Jeffersonville. Responsibilities included grading, drainage, utilities and site layout.
- ◆ **Church Park, Downtown Nashville TN.** Inner City Park in downtown area which provides shady seating opportunities near central water feature focal point. Existing brick building facades paralleled by evergreens serve as a back drop to a stage with grassed seating appropriate for small gatherings.
- ◆ **East Jones Creek Stream Restoration Project, Pensacola, FL.** Construction Document and permitting for stream water quality improvements.
- ◆ **Clark/Locust/Grantline Road Sidewalk Improvement Project, New Albany IN.** Streetscape enhancement for three major roadways in inner city. Emphasis was on pedestrian users, included roadway drainage improvements.
- ◆ **Clifton Area Improvements, Louisville, KY.** Vertical realignment of existing road, on-street parking,
- ◆ **West Seventh Street Streetscape Improvement Plan, Louisville, KY.** Streetscape improvements for 3 blocks of urban residential roadway.
- ◆ **Somerville Town Center Streetscape Improvements, Somerville, TN.** Redevelopment of the city town center included road realignment, on-street parking, building facade enhancement, lighting, storm drain improvements, pedestrian circulation improvements and plantings.

AIRPORT MASTER PLANNING

- ◆ **Panama City-Bay County International Airport (PFN), Panama City FL.** Planning and recommendations to relocate existing airport to new site in Bay County. Project planner.
- ◆ **Daytona Beach International Airport (DAB), Daytona Beach, FL.** Planning and recommendations for airport through 10 year planning horizon. Project planner.
- ◆ **St. Lucie County International Airport, Ft. Pierce, FL.** Provided airport drainage recommendations and analysis of existing airport drainage and storm water retention infrastructure. Project planner.

AIRPORT CONSTRUCTION

- ◆ **Louisville International Airport, Louisville, KY.** Design team member for the construction of two parallel runways, numerous taxiways and various airport improvements built at Louisville International Airport from 1991 to 1997. Responsibilities included grading, drainage and utility design and client coordination.

Roadway Construction

- ◆ **Douglas Loop Streetscape Improvement Project, Louisville, KY.** Conceptual design to Construction

documents of this historically rich section of Louisville. Construction included numerous seat wall/ planted areas to provide shaded urban seating opportunities to shoppers and pedestrians. One way streets converted to pedestrian mall, realignment of adjacent existing roads provided space for off-street parking for existing retail.

Michael C. Wolf, (Continued)

- ♦ **Orlando International Airport, Orlando FL.**
Proposed terminal area ready return lot, employee parking and pedestrian terminal access, bus drop off area, and loop terminal access road.
- ♦ **UPS Ramp 4, Louisville, KY.** Designed and coordinated utilities for aircraft ramp for UPS at Louisville International Airport.
- ♦ **Kentucky Air National Guard Base, Louisville, KY.**
Layout plan for relocated KYANG base as part of Louisville International Airport Improvement Program. Development of construction drawing including grading, drainage and utilities for roads, aircraft ramps, clamshell hangar and buildings within new base.

OTHER:

- ♦ **Bracken County Covered Bridge, Bracken County, KY.**
 - ♦ **Ray Ave. Drainage Improvements, Louisville, KY.**
 - ♦ **Lockland Springs Nature Walk Park, Nashville, TN.**
 - ♦ **WCI Communities Master Plan, Perdido Key, FL.**
 - ♦ **Airport Road Construction Documents, Destin, FL.**
 - ♦ **Daniel Drive Construction Documents, Gulf Breeze FL.**
 - ♦ **Mahogany Mill Boat Ramp, Pensacola, FL.**
-

Ballot – **Gateway Redevelopment Board**

June 14, 2018

Term expiring June 30, 2020

Property Owner

_____ Sergio A. Hernandez

_____ Robert Montgomery

_____ Robert H. Wilson

Vote for Three

***Architectural, Landscape Architectural, Engineering or Building Contracting Profession
(Who Do Not Own Property within the District)***

_____ Elizabeth Fleischhauer

_____ W. Brett Janson

_____ Michael C. Wolf

Vote for Three

***At-Large
(Who does not own property in the District)***

_____ Eric Schmitz

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00225

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council appoint a member of the City of Pensacola Planning Board and a city resident to the Affordable Housing Advisory Committee for a term of three (3) years, expiring September 30, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola and Escambia County have entered into the Escambia/Pensacola Interlocal Agreement State Housing Initiative Partnership (SHIP) Program to cooperatively implement local affordable housing assistance activities authorized by the State Housing Initiatives Partnership Act. The Act requires the City and County to jointly establish and adopt by resolution an Affordable Housing Advisory Committee (AHAC) of citizens who represent the membership composition required by the Act.

Per Florida Statute, the membership of the committee must include representation from the following areas:

- a. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c. A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- f. A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g. A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h. A citizen who actively serves on the local planning agency pursuant to s. 163.3174.***
- i. A citizen who resides within the jurisdiction of the local governing body making the appointments.***
- j. A citizen who represents employers within the jurisdiction.
- k. A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Per the Interlocal Agreement, City Council is responsible for soliciting and appointing a representative from the

City of Pensacola Planning Board and a citizen who resides within the City.

PRIOR ACTION:

September 17, 2015 - City Council made appointments to the board, expiring September 30, 2018.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk
Marcie Whitaker, Housing Administrator

ATTACHMENTS:

- 1) Nomination Form - John Rickmon
- 2) Application of Interest - John Rickmon
- 3) Application of Interest - Paul Ritz
- 4) Resume - Paul Ritz

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Brian Spencer, do nominate John Rickmon
(Nominee)

2021 E. Hatton St.
(Home Address) (Phone)

(Business Address) (Phone)

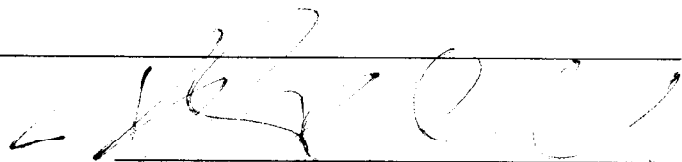
goodcleanliving@gmail.com
(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

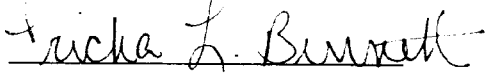
***CITY RESIDENT
AFFORDABLE HOUSING ADVISORY COMMITTEE***

Provide a brief description of nominee's qualifications:

SEE ATTACHED


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, May 23, 2018 1:56 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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(Section Break)

Personal Information

Name	John Rickmon
------	--------------

Home Address	2021 E. Hatton St.
--------------	--------------------

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)	850-384-9362
-----------------------------------	--------------

Email Address	goodcleanliving@gmail.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	8 years
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Affordable Housing Board
Please list the reasons for your interest in this position:	I am a broker associate who has extensive experience with buyers using these programs, as well as lengthy experience building and/or developing these houses.
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: Wednesday, June 21, 2017 5:29 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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(Section Break)

Personal Information

Name	Paul Ritz
------	-----------

Home Address	1310 E. Gonzalez St Pensacola, FL 32501
--------------	---

Business Address	909 E. Cervantes St. Pensacola, FL 32501
------------------	--

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

Preferred Contact Phone Number(s)	850-434-5444
-----------------------------------	--------------

Email Address	p.ritz@bulltice.com
---------------	--

Upload Resume (optional)	Paul_Ritz_Resume.pdf
--------------------------	--------------------------------------

(Section Break)

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:	I appreciate being able to help guide the City forward on a positive path. This Board also allows me to witness City Planning Policy as it is being shaped.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

PAUL RITZ, RA, CGC, LEED AP BD+C

ARCHITECT CONTRACTOR

Education:	Master of Construction Management, 2017, Florida International University Bachelor of Architecture, 1991, University of Detroit		
Registrations:	Architect: Florida # 15571, Alabama # 5188; NCARB #55349; LEED Accredited Professional, 10380286 BD+C; State of Florida Certified General Contractor License # CGC 1505798		
Affiliations:	Mentor - Science Olympiad for Sacred Heart School, Pensacola, 2015 to present. Affordable Housing Advisory Committee 2015 - Present, Chairman 2017		
Career Years:	Began architectural career in January 1992 in Pensacola, Florida.		
Honor Societies:	ΦΚΦ	Phi Kappa Phi	Academic Honor Society (2017)
	ΣΛΧ	Sigma Lambda Chi	International Construction Honor Society (2016)
	ΑΣΝ	Alpha Sigma Nu	Honor Society of Jesuit Colleges & Universities (1990)
	ΤΣΔ	Tau Sigma Delta	Honor Society in Art & Architecture (1990)
Employment History:	2003 – Current – Bullock Tice Associates, Inc., Pensacola, FL 1991-2003 Caldwell Associates Architect, Inc., Pensacola, FL 1989-1990 Baskerville-Donovan, Inc., Pensacola, FL		
Experience:	Paul Ritz has over 26 years of architectural design experience in projects ranging from \$100,000 to \$40 million. He has managed a variety of projects through schematic design, design development, cost estimating, construction documents, and contract administration. He is also a licensed contractor in the State of Florida.		

Project Locations:

Paul has completed projects as the Architect of Record in Florida and Alabama

Paul has also completed projects as Project Manager in Georgia, South Carolina, and Mississippi

Paul has completed OCONUS projects for the United States Government in Guantanamo Bay, Cuba; Palanquero, Colombia; Caracas, Venezuela; Misawa, Japan; Camp Lemonier, Djibouti.

Personal Note:

I am thankful that the Pensacola City Council has placed their trust in me to serve on the Planning Board for several years. As Chairman, I have worked to maintain orderly and beneficial meetings engaging the interests of all persons who come before the Board. My goal is to hear all sides of the Planning Board issues, allow Citizens a chance to speak, and work for consensus amongst the Board members.

I believe Pensacola has had positive growth in the recent past. I am glad to have been a small part in the progressive momentum of this City. I ask for your continued support as a member of the Planning Board, and I will endeavor to keep Pensacola's evolving progress moving forward.





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00141

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT COMMERCE PARK - PROPERTY ACQUISITION N6100 - COLLEGE HEIGHTS

RECOMMENDATION:

That City Council authorize the purchase of N6100 (Parcel ID#141S292102003001) from Gordon E. and Mary E. Thompson for \$120,000, a purchase additive of \$25,000, relocation assistance of \$55,000, closing costs of \$1,900, a 5% contingency in the amount of \$10,095, and moving costs in the amount of \$5,000 for a total amount of \$216,995.

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 owners (Gordon E. and Mary E. Thompson) of parcel N6100 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owners, 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 owners.

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

This parcel contains an occupied residential structure requiring relocation assistance in accordance with federal relocation guidelines. The purchase price, purchase additive, relocation assistance, closing/miscellaneous costs, legal fees, a 5% contingency, and move costs are detailed under the section below entitled "Funding". Additionally, the parcel, while used as a residential structure, is located such that it also may be used for commercial purposes. Because of this, guidance under the Uniform Relocation Assistance and Real Property Acquisition Act stipulates that the owner is also eligible for a purchase additive as if a commercial activity were being relocated.

PRIOR ACTION:

August 2006 - December 2017 - City Council approved the purchase of 93 residential and 26 commercial parcels as identified on the attached site map.

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

FUNDING:

Budget:	\$ 1,396,069	FDOT
Actual:	\$ 120,000	Purchase Price
	25,000	Purchase Additive
	55,000	Relocation Assistance
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	500	Estimated Survey
	<u>\$ 201,900</u>	Sub-Total
	10,095	5% Contingency
	<u>5,000</u>	Move Costs
	<u>\$ 216,995</u>	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds.

CITY ATTORNEY REVIEW: Yes

4/11/2018

STAFF CONTACT:

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

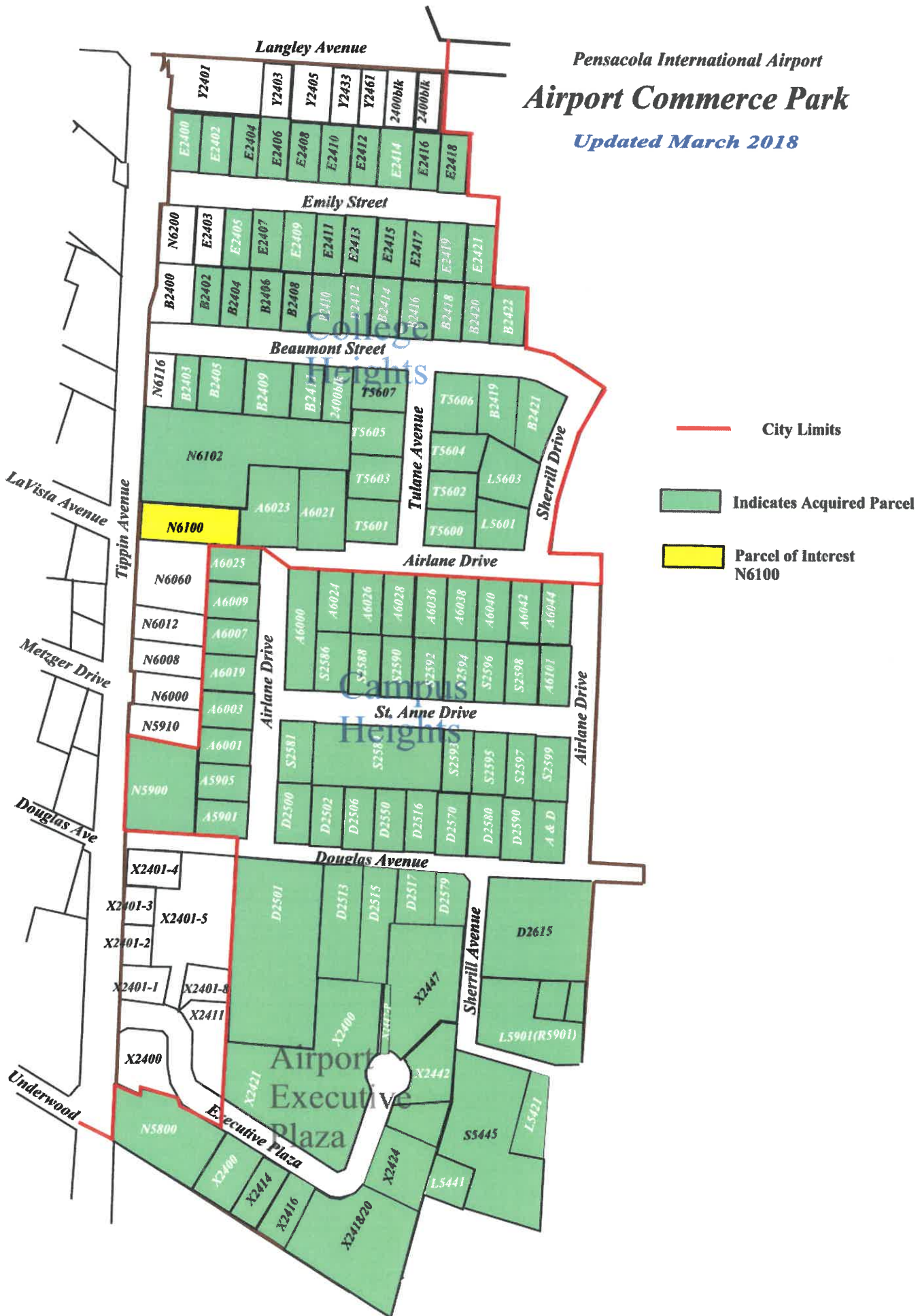
ATTACHMENTS:

- 1) Airport Commerce Park Map, Updated March 2018
- 2) Summary Appraisal Report, Client File #N6100
- 3) Technical Appraisal Review, #N6100

PRESENTATION: No

Pensacola International Airport
Airport Commerce Park

Updated March 2018



	Client File #:	T6100	Appraisal File #:	RL18017X-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: 6100 Tippin Ave				
City: Pensacola		County: Escambia		State: FL ZIP: 32504
Legal Description: Lengthy legal description included in the Addendum.				
Tax Parcel #: 01-2449-000		RE Taxes: 364.82		Tax Year: 2017
Use of the Real Estate As of the Date of Value: Single Family Residential				
Use of the Real Estate Reflected in the Appraisal: Single Family Residential				
Opinion of highest and best use (if required): Single-Family Residential				
SUBJECT PROPERTY HISTORY				
Owner of Record: Gordon E. and Mary E. Thompson				
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		\$ 120,000		
Indication of Value by Cost Approach		\$ 50,000		
Indication of Value by Income Approach		\$ N/A		
Final Reconciliation of the Methods and Approaches to Value: The subject property is a single-family 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 \$120,000. Assuming the lot were vacant with no improvements, the lot value would be approximately \$50,000.				
Opinion of Value as of: 2/13/2018		\$ 120,000		
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 #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-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:** 2/13/2018**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:** 2/13/2018**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.**Significant Real Property Appraisal Assistance:** ☒ None ☐ Disclose Name(s) and contribution:

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Client:	City of Pensacola	Client File #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-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></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: 80' x 284.5	Area: 22,760 Sq.Ft.
View: Commercial	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: COM, Commercial, 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	Street	☒ Public ☐ Private
Gas	☒ Public ☐ Other	Alley	☐ Public ☐ Private
Water	☒ Public ☐ Other	Sidewalk	☐ Public ☐ Private
Sewer	☒ Public ☐ Other	Street Lights	☐ Public ☐ Private

Site description and characteristics: The subject consists of an approximate 22,760 square foot site with approximately 80 feet of frontage along the east side of Tippin Avenue, south of Langley 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 is commercial and as improved is single-family residential.
--	---

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Client:	City of Pensacola	Client File #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-E

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 62	Effective Age: 35
☒ Existing ☐ Under Construction ☐ Proposed ☐ Attached ☒ Detached ☐ Manufactured ☐ Modular					
Other:					
Exterior Elements	Roofing: Composite Shingle	Siding: Vinyl		Windows: Single-Pane Aluminum	
☐ Patio		☐ Deck		☒ Porch Enclosed Rear ☐ Pool ☐ Fence	
Other: Cvd. Porch, Enclosed Laundry on rear porch					
Interior Elements	Flooring: Tile/Carpet	Walls: Wood Panel		☐ 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: Window Units		Fuel: Electric		Air Conditioning: Window Unit
Car Storage	☒ Driveway		☐ Garage		☐ Carport ☐ Finished
Other Elements	Detached 12' x 20' Workshop with 6' x 8' Porch, Detached 12' x 20' Workshop with 12' x 12' Covered Porch				

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	2			1,280
Level 2											
Finished area above grade contains:	Bedroom(s): 3					Bath(s): 2			GLA: 1,280		

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

Below Grade Area or Other Area

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

Summarize below grade and/or other area improvements:

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

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject is a ranch-style home built in 1956 consisting of a three-bedroom/two bath residence The improvements are considered to be average quality in fair to average condition. Overall the effective age is estimated to be 35 years.

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Client:	City of Pensacola	Client File #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-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	6100 Tippin Ave Pensacola, FL 32504	6005 College Parkway Pensacola, FL 32504		500 West Burgess Road Pensacola, FL 32503		1512 East Burgess Road Pensacola, FL 32504	
Proximity to Subject							
Data Source/ Verification		CMLS #2246370 Public Records		CMLS #2232665 Public Records		CMLS #2004986 Public Records	
Sales Price	\$		\$ 60,000		\$ 30,000		\$ 29,900
Price / Sq.Ft.	\$		\$ 1.51		\$ 1.17		\$ 1.01
Sale Date		8/24/2017		5/1/2017		8/29/2014	
Location	College Heights	Broadview		Burgess Rd.		Burgess Rd.	
Site Size	22,760 Sq.Ft.	39,640 SF		25,700 SF		29,621 SF	
Site View	Commercial	Comemrcial		Commercial		Commercial	
Site Improvements	Assumed Vacant	Vacant		Vacant		Vacant	
Net Adjustment		☐ + ☒ - \$ -5,000		☒ + ☐ - \$ 15,000		☒ + ☐ - \$ 15,000	
Indicated Value		Net Adj. 8.3 %		Net Adj. 50.0 %		Net Adj. 50.2 %	
		Gross Adj. 8.3 % \$ 55,000		Gross Adj. 50.0 % \$ 45,000		Gross Adj. 50.2 % \$ 44,900	
Prior Transfer History	None noted three years prior.	None noted prior three years.		None noted three years prior.		None noted three years prior.	

Site Valuation Comments: The three comparable vacant land sales were the best available for comparison with the subject. Comparables two and three were adjusted upward to compare to the superior location of the subject and comparable one and comparable one was adjusted downward to compare to the size of the subject and sales two and three. Based upon a direct comparison of the subject to the three comparable lots, and assuming the subject was vacant land, it is my opinion that the value of the lot would be \$50,000.

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 \$50,000.

Opinion of Site Value**\$ 50,000**

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Client:	City of Pensacola	Client File #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-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	1,280	Sq. Ft @ \$	= \$
Finished Below Grade Area		Sq. Ft @ \$	= \$
Unfinished Below Grade Area		Sq. Ft @ \$	= \$
Other Area		Sq. Ft @ \$	= \$
Car Storage	252	Sq. Ft @ \$	= \$
			\$
			\$
			\$

Total Estimated Cost New

Less Depreciation			
Physical	58.33	% = \$	
Functional		% = \$	
External		% = \$	
Total Depreciation		\$	
Depreciated Value of Improvements			\$
Contributory Value of Site Improvements			\$
			\$
			\$
			\$
Opinion of Site Value			\$ 50,000
Indicated Value			\$ 50,000

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

Cost Approach Reconciliation:

Indication of Value by Cost Approach**\$ 50,000**

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Client:	City of Pensacola	Client File #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-E

INCOME APPROACH**Market Rent Analysis**

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	6100 Tippin Ave 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	62, Eff. 35			
Condition	Average			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 2	Baths	Baths	Baths
Gross Living Area	1,280 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	Window Unit			
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 #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	6100 Tippin Ave Pensacola, FL 32504	3256 Creighton Rd Pensacola, FL 32504		1620 Langley Ave Pensacola, FL 32504		7140 Melba St Pensacola, FL 32504	
Proximity to Subject		1.18 miles NE		0.70 miles W		0.92 miles N	
Data Source/ Verification		MLS #525235 Public Records		MLS #526704 Public Records		MLS #511799 Public Records	
Original List Price	\$		\$ 100,000		\$ 88,800		\$ 110,000
Final List Price	\$		\$ 105,000		\$ 88,800		\$ 118,000
Sale Price	\$		\$ 110,000		\$ 88,800		\$ 109,000
Sale Price % of Original List	%		110.0 %		100.0 %		99.1 %
Sale Price % of Final List	%		104.8 %		100.0 %		92.4 %
Closing Date		2/16/2018		1/29/2018		12/26/2017	
Days On Market		41		25		290	
Price/Gross Living Area	\$	\$ 91.90		\$ 80.73		\$ 88.83	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash to Seller	FHA		FHA		Conventional	
Concessions	None	None noted		None noted.		None Noted	
Contract Date	N/A	12/9/2017		12/8/2017		11/11/2017	
Location	College Heights	Eastgate		Pine Meadows	+5,000	Lansing Terrace	+2,000
Site Size	22,760 Sq.Ft.	9,600 SF	+10,000	13,893 SF	+10,000	10,210 SF	+10,000
Site Views/Appeal	Commercial/Avg.	Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Ranch/Avg.	Ranch/Avg.		Cottage/Avg.		Ranch/Avg.	
Quality of Construction	Average	Average		Average		Average	
Age	62, Eff. 35	58, Eff. 35		59, Eff. 35		56, Eff. 35	
Condition	Average	Average		Average		Average	
Above Grade Bedrooms	Bedrooms 3	Bedrooms 3		Bedrooms 3		Bedrooms 3	
Above Grade Baths	Baths 2	Baths 2		Baths 1	+3,000	Baths 2	
Gross Living Area	1,280 Sq.Ft.	1,197 Sq.Ft.	+1,250	1,100 Sq.Ft.	+2,700	1,227 Sq.Ft.	+800
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	Window Unit	Central	-2,000	Central	-2,000	Central	-2,000
Car Storage	Drive Only	1-Car Garage	-2,000	1-Car Garage	-2,000	1-Car Carport	-1,000
	Lrg.Porch/	Fence/Porches	+3,000	Fence/ScrPorch		Fence	+3,500
	2-Det. Wrkshop			Wrkshop			
Net Adjustment (total)		☒ + ☐ - \$ 10,250		☒ + ☐ - \$ 16,700		☒ + ☐ - \$ 13,300	
Adjusted Sale Price		Net Adj. 9.3 % Gross Adj. 16.6 % \$ 120,250		Net Adj. 18.8 % Gross Adj. 27.8 % \$ 105,500		Net Adj. 12.2 % Gross Adj. 17.7 % \$ 122,300	
Prior Transfer History	None noted in three years prior to this appraisal.	8/29/2017 \$60,000		None noted 3 years prior.		None noted 3 years prior.	

Comments and reconciliation of the sales comparison approach: See additional comments on the following addendum. The three comparables sales are considered the best available in the neighborhood having occurred within the past year. Adjustments were applied to the comparables for variances in age, condition, improvement size and bathrooms as well as variances in other features such as car storage variances and other site improvements. After the adjustments, the three comparables reflect an adjusted range of \$105,500 to \$122,300. With about equal weight to each adjusted sale, I reconciled the subject's current market value at \$120,000.

Indication of Value by Sales Comparison Approach**\$ 120,000**

*** 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. **RL18017X-E**

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL
				Zip Code	32504
Owner	Gordon E. and Mary E. Thompson				

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 21 sales occurring in the last year ranging in price from \$55,000 to \$174,000 with an average price of \$115,510 and a median price of \$113,000. However, many of the homes were either in superior condition, located in a superior location as compared to the subject and/or much larger in size. Of the 12 sales located, the three selected for comparison purposes were considered to be the most comparable to the subject.

Sales two and three are located in inferior location requiring an upward location adjustment of \$5,000 and \$2,000.

All three sales required an upward site size adjustment of \$10,000 to compare to the subject's land area.

The subject includes two bathrooms. Sales one and three included two bathrooms with sale two requiring an upward bath adjustment of \$3,000.

The size of the subject is larger than all the three sales. Using an depreciated cost new adjustment of \$15/SF for the difference in size, an upward size adjustment of \$1,250 is applied to sale one with an upward adjustment of \$2,700 applied to sale two and an upward adjustment of \$800 applied to sale three.

All three comparables had central HVAC and required a downward adjustment of \$2,000 to compare to the subject's window unit and gas heaters.

Sales one and two included one-car garages with sale three having a one-car carport. A downward adjustment of \$2,000 is applied to sales one and two with a downward adjustment of \$1,000 applied to sale three.

Adjustments were applied to sales one and three to compare to the subject's two workshops.

Once the above noted adjustments have been applied, the three comparable sales reflect a narrow range from \$105,500 to \$122,300. With about equal weight to each adjusted sale, I reconcile the subject's value via the sales comparison approach at \$120,000.

Client:	City of Pensacola	Client File #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-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 #:	T6100
Subject Property:	6100 Tippin Ave, Pensacola, FL 32504	Appraisal File #:	RL18017X-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 2/26/2018

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒

License # Cert. Gen. RZ1922 State Florida

Expiration Date 11/30/2018

CO-APPRAISER:

Signature _____

Name _____

Report Date _____

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐

License # _____ State _____

Expiration Date _____

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January 2013

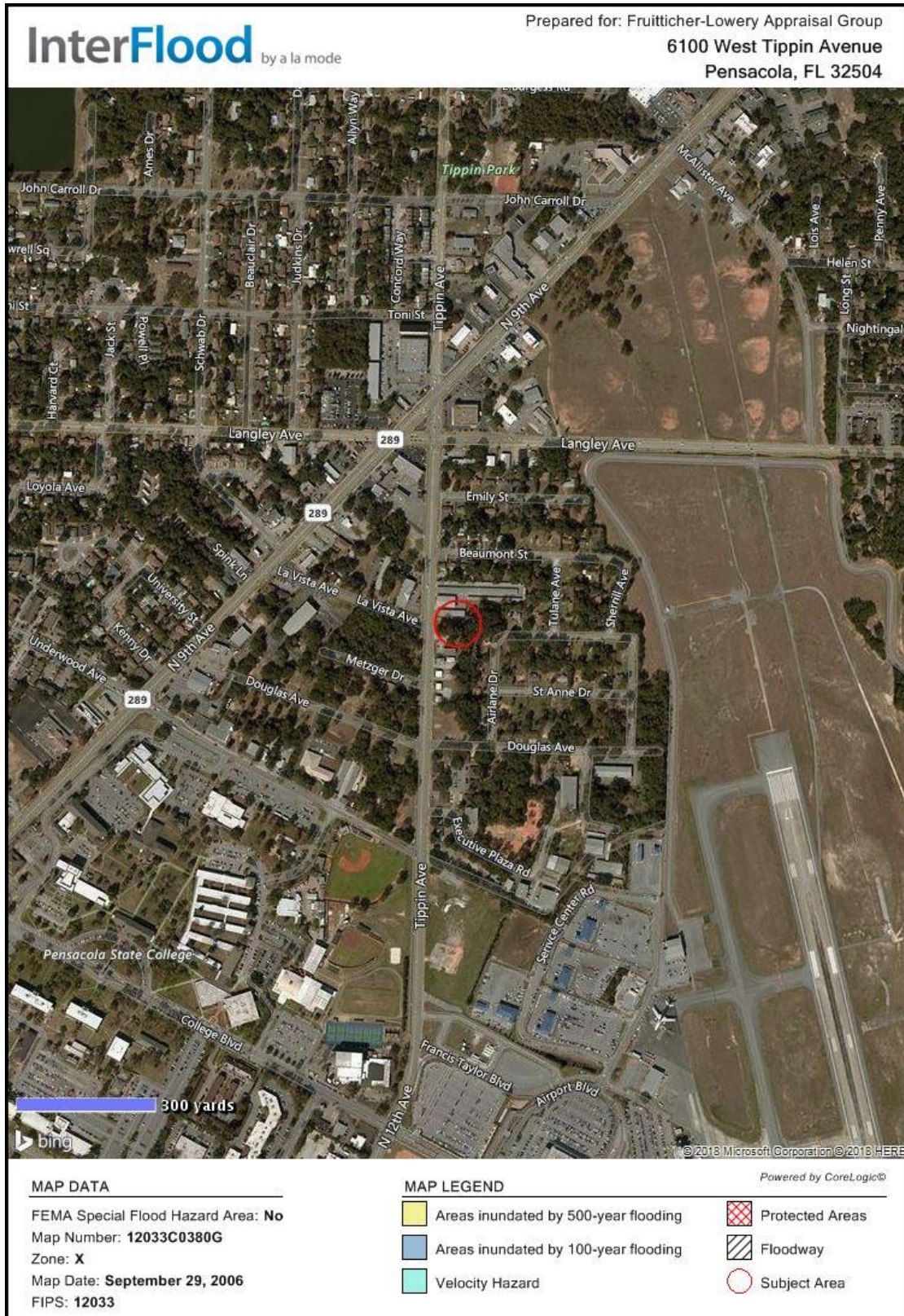
Site Map

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



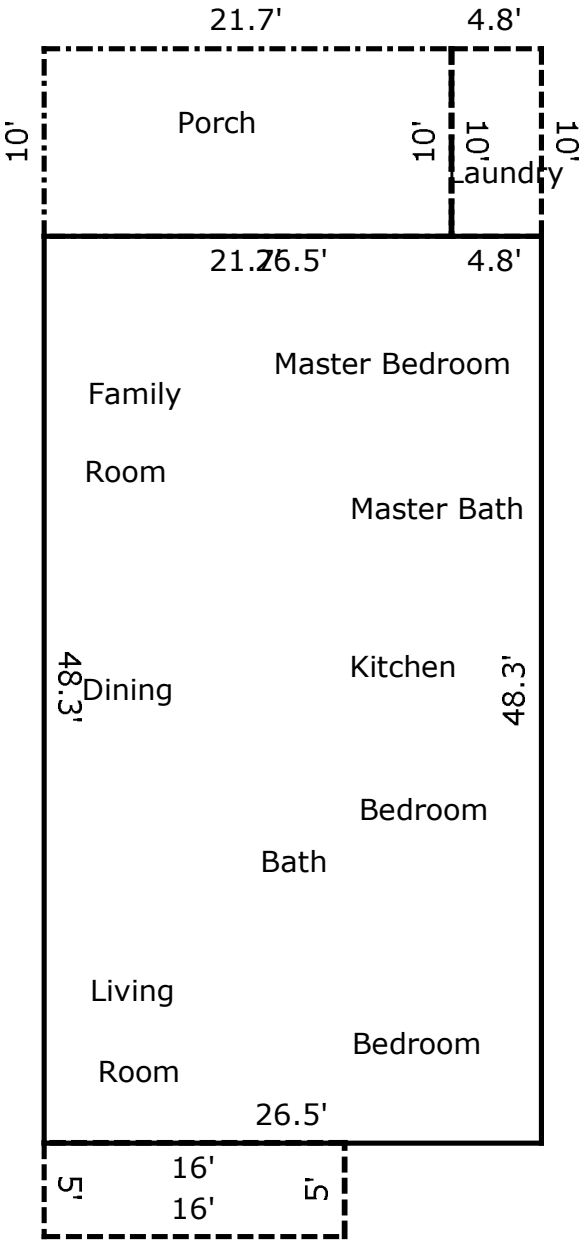
Flood Map

Client	City of Pensacola			
Property Address	6100 Tippin Ave			
City	Pensacola	County	Escambia	State FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson			



Building Sketch

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	1279.95 Sq ft
Total Living Area (Rounded):	1280 Sq ft
Non-living Area	
Open Porch	80 Sq ft
Closed Porch	217 Sq ft
Storage	48 Sq ft

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Subject Front



Subject Utility

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Street Scene



Living Room

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Bedroom



Bedroom

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Bedroom



Bathroom

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Kitchen



Family Room

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Comparable #1



Comparable #2

Photograph Addendum

Client	City of Pensacola				
Property Address	6100 Tippin Ave				
City	Pensacola	County	Escambia	State	FL Zip Code 32504
Owner	Gordon E. and Mary E. Thompson				



Comparable #3

APPRAISAL DESK REVIEW

T6100
File # 201803-0875

Lender	City of Pensacola				Loan Number			
Borrower/Client								
Property Address	6100 Tippin Ave							
City	Pensacola	County	Escambia	State	FL	ZIP Code	32504	
Original Appraiser	Rodger K. Lowery, MAI				Phone	850-477-0419		
Appraiser's Address	3000 Langley Avenue, Suite 402, Pensacola, FL 32504							

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

SUBJECT	ITEMS	Y	N	N	COMMENT ON ALL 'NO's'
		E	O	/	
NEIGHBORHOOD	1. SUBJECT PROPERTY INFORMATION: The subject section is complete and correct, including any special conditions or financing.	☒	☐	☐	
	2. CHARACTERISTICS: The neighborhood has been accurately described for 'Location', '% Built Up', 'Growth Rate', 'Property Value Trend', 'Demand/Supply', 'Marketing Time' and 'Land Use%'s'.	☒	☐	☐	
	3. DESCRIPTION/CLASSIFICATION: The neighborhood has been accurately described and the subject property determined to be a single family residence.	☒	☐	☐	
	4. LAND USE: Any changes in 'Land Use' have been reported and noted if the changes negatively affect the value of the subject property.	☒	☐	☐	
	5. OCCUPANCY/VACANCY: If the neighborhood is not mostly owner occupied and/or there are excessive vacancies, the effect on the value of the subject property has been reported.	☒	☐	☐	
	6. PRICE RANGE/AGE: If the value of the subject property is not within the neighborhood 'Price' or 'Age' Ranges, the effect on the value of the subject property has been reported.	☒	☐	☐	
	7. NEIGHBORHOOD ANALYSIS: The items have been reasonably rated and any substandard ratings have been explained, and their effect on the value of the subject property has been reported.	☒	☐	☐	
	8. EXTERNAL OBSOLESCENCE: Any external obsolescence has been explained, and the effect on the value of the subject property been reported.	☒	☐	☐	Information regarding subject project has been included in the Market Area Description section. Comparables have been selected from outside boundary, as per FAA.
	9. ENVIRONMENT: Sufficient information about how the overall neighborhood environment affects the value of the subject property has been reported.	☒	☐	☐	
	10. GENERAL MARKET CONDITIONS: General market conditions have been sufficiently reported.	☒	☐	☐	
SITE	11. CONFORMANCE: The site, site improvements and utilities have been accurately described, and it has been reported if they do not conform to the neighborhood.	☒	☐	☐	
	12. ZONING COMPLIANCE: If the subject property does not conform to zoning restrictions, or is used illegally, this effect on the value of the subject property has been reported.	☒	☐	☐	
	13. HIGHEST AND BEST USE: If present improvements are not the Highest and Best use, the effect on the value of the subject property has been reported. If the property can be renovated to its Highest and Best Use, this has been noted.	☒	☐	☐	
	14. PRIVATE STREETS: If the site fronts a private street, any legally enforceable street maintenance agreements have been reported.	☐	☐	☒	
	15. FEMA FLOOD HAZARD: If the property is in a 'FEMA Special Flood Hazard Area', a FEMA flood map has been attached, and its effect on the value of the subject property has been reported.	☐	☐	☒	
	16. EASEMENTS, ENCROACHMENTS, ETC.: The effect of easements and encroachments on the value of the subject has been considered.	☐	☐	☒	
IMPROVEMENTS	17. DESCRIPTION: The description of improvements is complete and accurate compared to photographs, sketches and other information, including physical deterioration and functional obsolescence.	☒	☐	☐	
	18. 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.	☒	☐	☐	
	19. INTERIOR SKETCH AND GLA: The sketch is consistent with the room count. Finished below grade rooms have been reported but have not been included in the GLA calculation. The GLA has been properly calculated.	☒	☐	☐	
	20. INTERIOR DESCRIPTION/PERSONAL PROPERTY: The interior description is complete and correct. Personal property has not been included in the value of the subject.	☒	☐	☐	
AUTOS	21. CAR STORAGE: The description matches the sketches and photographs. If car storage is inadequate, its effect on the value of the subject property has been reported.	☒	☐	☐	

	ITEMS	Y E S	N O	N / A	COMMENT ON ALL 'NO's'
SALES COMPARISON APPROACH	22. COMPARABLE SALES SELECTION: The comparable sales are correct, and an adequate reason has been given as to why they were selected.	☒	☐	☐	
	23. SUBDIVISIONS: 'New Subdivision' subject properties have at least one comparable sale outside the subdivision unless there have been sufficient resales <u>inside</u> the new subdivision. Established subdivision subject properties have comparable sales from inside the subdivision.	☐	☐	☒	
	24. COMPARABLE SALES ADJUSTMENT: A minimum of three closed Comparable Sales have been analyzed. Minus dollar adjustments for superior differences and plus dollar adjustments for inferior differences have been made.	☒	☐	☐	
	25. VALUE VS. COST ADJUSTMENTS: The adjustments accurately assess the value rather than cost of the adjusted items.	☒	☐	☐	
	26. 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.	☐	☐	☒	
	27. 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.	☐	☐	☒	
	28. RECONCILIATION: The 'Reconciliation' is supported by sound reasoning and explains the appraiser's opinion of value.	☒	☐	☐	
RECONCILE	29. 'AS IS' vs. SUBJECT TO FUTURE WORK/CONDITIONS: If not 'as is', future work or conditions have been listed in the report.	☐	☐	☒	
	30. FINAL RECONCILIATION: The final opinion of value has been supported by sound reasoning and data.	☒	☐	☐	
COMMENTS	31. EXPLANATIONS: Any substandard ratings or items described as non-conforming or atypical have been explained.	☒	☐	☐	
	32. PHYSICAL DETERIORATION/OBsolescence: Any physical deterioration, functional obsolescence, or external obsolescence has been explained.	☐	☐	☒	
COST APPROACH	33. CALCULATION: The calculations are correct.	☒	☐	☐	
	34. COST APPROACH: The use of the cost approach is appropriate and all the steps of the cost approach have been properly applied.	☐	☐	☒	
	35. SITE VALUE: The site value is reasonable, and if higher than usual it has been explained.	☒	☐	☐	Other similar lots were utilized. The proximity to subject on each comp is blank, but they are locatable.
	36. REPLACEMENT/REPRODUCTION COST: The replacement/reproduction cost estimates are reasonable and have been properly calculated.	☐	☐	☒	
	37. DEPRECIATION: Physical deterioration, functional obsolescence, and external obsolescence estimates match the reported items.	☐	☐	☒	
	38. INDICATED VALUE BY COST APPROACH: The estimate is reasonable and is consistent with the 'Sales Comparison Approach'.	☐	☐	☒	
INCOME	39. MARKET RENT GMRM: The income approach has been used if the subject 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.	☐	☐	☒	
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.	☒	☐	☐	

Not all appraisals will contain every specific item listed in this Appraisal Desk Review form.
The reviewer should judge the importance of any items marked 'No', or 'N/A' in this report.
If the appraisal as a whole sufficiently describes the subject property and supports the opinion of value, 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.		
	☐	I have reviewed the Market Conditions Addendum to the Appraisal report and the Inventory Analysis and Median Sale & List Price, DOM, Sale/List % are all rated as stable.	
	☒	The appraisal is acceptable. The Opinion of Market Value 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 any applicable supplemental standards have been explained.	
	☐	The appraisal requires additional information to be acceptable. The items requiring additional information are: _____	
	☐	The appraisal is unacceptable. The Opinion of Market Value is not sufficiently supported and the subject property description is not accurate and/or complete. _____	
Reviewer's Name: <u>G. Daniel Green, MAI, SRA</u> Date of Review: <u>03/16/2018</u> Reviewer inspected? ☐ Yes ☒ No			
License or Certification # (if applicable): <u>Reg Gen RZ836</u> State: <u>FL</u> Expires: <u>11/30/2018</u> If 'Yes', Inspection Date: _____			
Title or Designation: <u>MAI, SRA</u>			

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 associated), 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: MAI, SRA
State Certification #: Reg Gen RZ836
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2018
Date Signed: 03/16/2018

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 #: 18-00210

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO THE SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE WITH UNITED AIRLINES, INC.

RECOMMENDATION:

That City Council authorize the Mayor to execute Amendment No. 1 to the Signatory Airline Operating Agreement and Terminal Building Lease with United Airlines, Inc. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment No. 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

United Airlines, Inc. entered into a Signatory Airline Operating Agreement and Terminal Building Lease dated January 22, 2018 which grants the airline certain rights, privileges, and services in connection with their use of the Airport's facilities. United Airlines, Inc. desires to lease additional gate space. Specifically, United desires to lease the passenger hold-room and aircraft parking ramp at Gate 1 to supplement their operation at Gate 3. Amendment No. 1 revises the original agreement in order to add this additional space to the leased premises.

PRIOR ACTION:

November 9, 2017 - City Council adopted the Signatory Airline Operating Agreement and Terminal Building Lease.

FUNDING:

Budget: \$2,500,000

Actual: \$2,679,710

FINANCIAL IMPACT:

United Airlines, Inc. pays rental rates identical to the rates charged the other signatory air carriers. Amendment

No. 1 will provide an additional \$179,710 in Airline Rental Revenue from United Airlines, Inc.

CITY ATTORNEY REVIEW: Yes

6/1/2018

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Amendment No. 1 to the Airline Operating Agreement and Terminal Building Lease with United Airlines, Inc.

PRESENTATION: No

AMENDMENT NO. 1 TO THE AIRLINE OPERATING AGREEMENT AND TERMINAL
BUILDING LEASE BETWEEN THE CITY OF PENSACOLA AND UNITED AIRLINES, INC.
AT THE PENSACOLA INTERNATIONAL AIRPORT

THIS AMENDMENT NO. 1 ("Amendment No. 1") to the Airline Operating Agreement and Terminal Building Lease between the City of Pensacola and United Airlines, Inc. dated January 22, 2018 ("Original Agreement"), effective this ____ day of _____, 2018, is made by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida and United Airlines, Inc. ("Airline"), a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida with the business address of 233 S. Wacker Drive, Chicago, Illinois 60606.

RECITALS

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

WHEREAS, the City and Airline entered into an Airline Operating Agreement and Terminal Building Lease dated January 22, 2018 which grants Airline certain rights, privileges, and services in connection with the use of Airport facilities in the conduct of airline's business as a scheduled air carrier; and

WHEREAS, Airline desires, and City agrees, to add certain gate and holdroom space to the Leased Premises and adjust the lease rental rate provision in the Original Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, Article 18 of the Original Agreement provides the parties may amend the Original Agreement in writing executed by the parties.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the Airline and the City hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment No. 1 shall have the respective meanings assigned to them in the Original Agreement unless another meaning is clearly intended by the terms of this Amendment.No. 1.
2. Upon approval by the City of Pensacola, this Amendment No. 1 to the Original Agreement shall be effective upon date of execution.
3. Airline shall continue to accept and shall comply with all terms and conditions of the Original Agreement, as fully amended.

4. Exhibit C to the Airline Operating Agreement and Terminal Building Lease, pertaining to Airline Rented Space, is hereby amended by Exhibit A to this Amendment No. 1 to the Airline Operating Agreement and Terminal building Lease.
5. All other terms and conditions of the Original Agreement, as previously amended, and not further amended, hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement as amended on the date first above written.

AIRLINE

CITY OF PENSACOLA, FLORIDA

United Airlines, Inc.

(Name of Airline)

Mayor, Ashton J. Hayward, III

By: _____

(Title)

City Clerk, Ericka L. Burnett

Approved As To Substance:

Witness: _____

Printed Name

Department Director/Division Head

Witness: _____

Printed Name

Legal in form and valid as drawn:

(SEAL)

City Attorney

Witness: _____

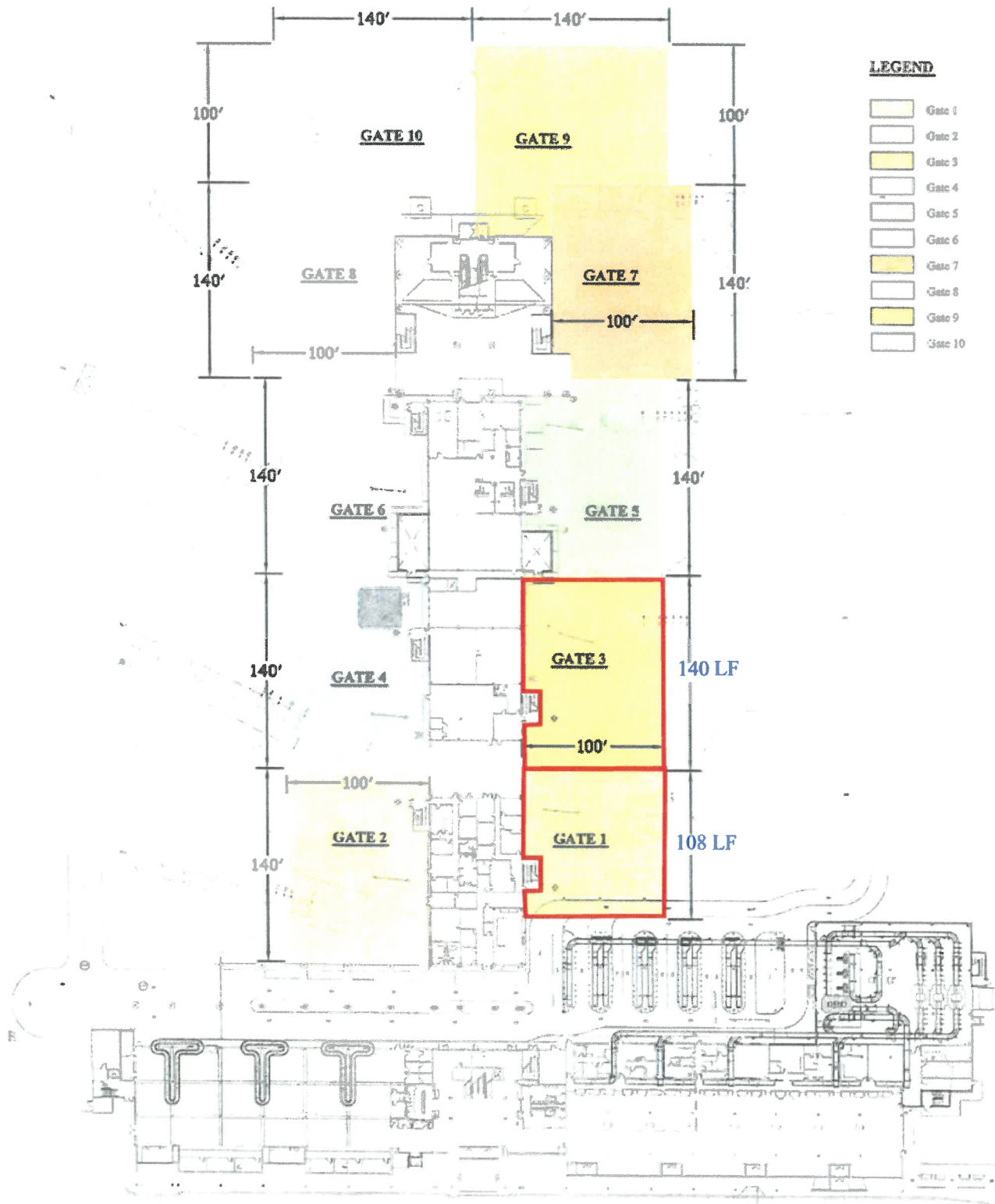
Printed Name

Witness: _____

Printed Name

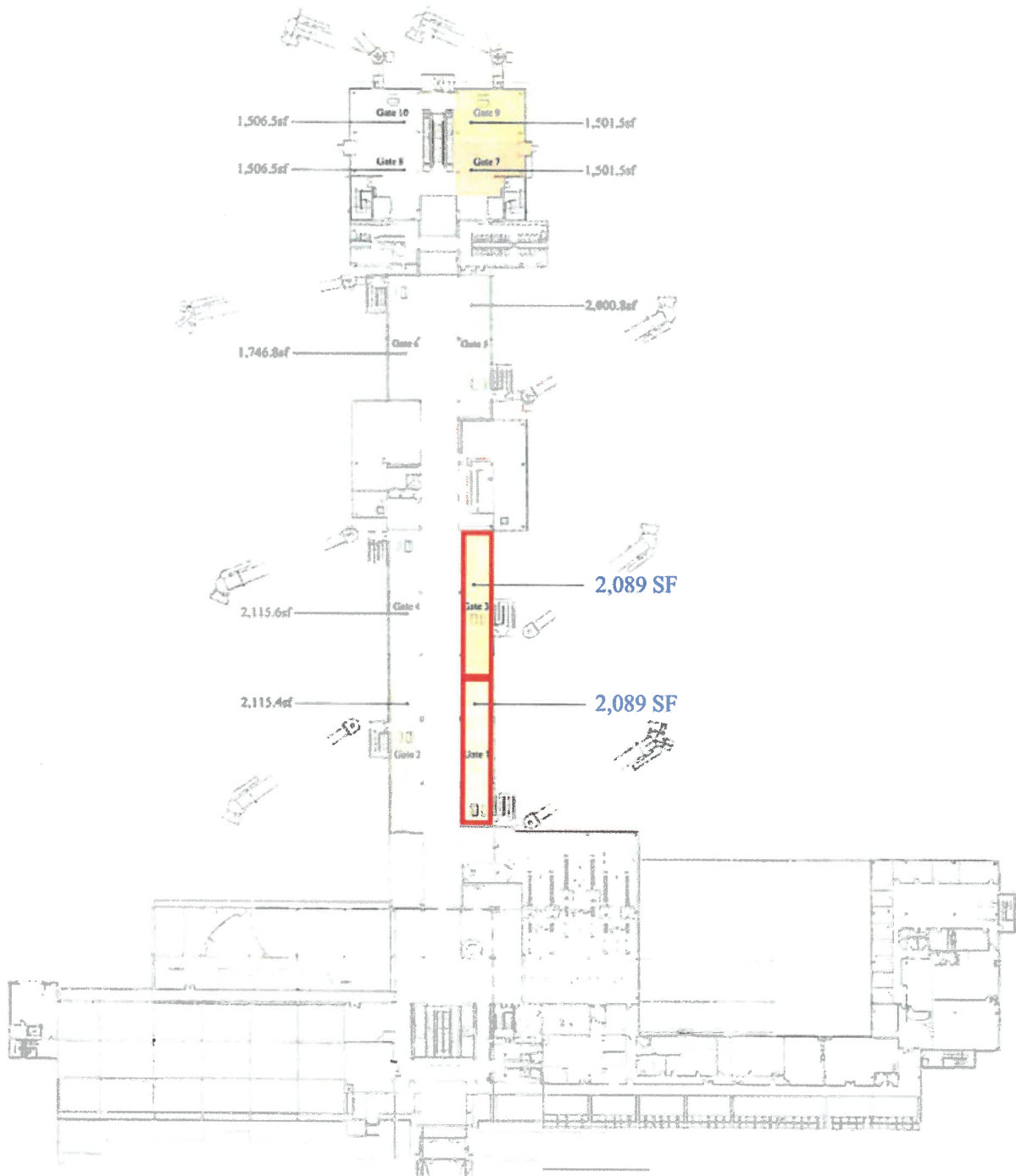
EXHIBIT A
AIR CARRIER RAMP
UNITED- 248 LF

Category		In Linear Feet			
		Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space United	Ramp 1	108			108
	Ramp 3	140			140
ACR Total		248			248



PREFERENTIAL SPACE
HOLDROOMS
UNITED- 4,178 SF

Category	In Square Feet			
	Rented	Not Rented	Non Rentable	Total
Preferential Use Space				
Airline Holdrooms & Gates				
United				
Holdroom 1	2,089			2,089
Holdroom 3	2,089	-	-	2,089
Total Holdrooms & Gates	4,178	-	-	4,178





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00188

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

INTERLOCAL AGREEMENT - ESCAMBIA COUNTY - NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

RECOMMENDATION:

That City Council authorize the Mayor to execute the Interlocal Agreement with Escambia County, Florida for the City's share of stormwater tasks related to annual NPDES required monitoring and fees. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola, in conjunction with Escambia County, the Town of Century, and District 3 Florida Department of Transportation (FDOT) has collectively received an NPDES permit from the Environmental Protection Agency (EPA) to address federally mandated stormwater related issues. As co-permittees in this effort, the City and County are coordinating their resources so as to share the expense of generating data, monitoring water quality, providing mapping and annual permit costs.

Since June of 2000, Escambia County has worked with the City of Pensacola on a pro-rated cost share basis regarding all associated NPDES annual reporting and testing requirements, resulting in a major cost savings to both municipalities. The cost for these services is reflected in Exhibit "A" of the proposed Interlocal Agreement and has been distributed among the NPDES co-permittees. Objectives and specific tasks in each phase of the cycle are as follows:

- Task 1 - Develop and submit reports, maps and permit renewal applications.
- Task 2 - Develop and implement monitoring plans.
- Task 3 - Submit annual permit fees.

PRIOR ACTION:

January 1, 1999 - City, County and FDOT were issued jointly a permit by EPA under the NPDES Stormwater Program.

June 22, 2000 - City, County and FDOT entered into an interagency agreement with regard to NPDES permits, reporting, monitoring, testing and FDEP permit fees, for FY 2001 to FY 2005.

October 23, 2003 - City and County entered into a supplemental agreement for additional water quality testing associated with NPDES and TNDL Programs.

November 6, 2008 - City and County executed the Interlocal Agreement for five (5) years to share stormwater tasks related to NPDES required monitoring and fees.

April 18, 2013 - City and County executed the Interlocal Agreement for five (5) years to share stormwater tasks related to NPDES required monitoring and fees.

FUNDING:

Budget: \$ 60,000

Actual: \$ 60,000

FINANCIAL IMPACT:

Funding to reimburse Escambia County, Florida under the proposed Interlocal Agreement is allocated in the Stormwater Capital Projects Fund.

CITY ATTORNEY REVIEW: Yes

5/17/2018

STAFF CONTACT:

Eric W. Olson, City Administrator
L. Derrik Owens, P.E., Director of Public Works and Facilities

ATTACHMENTS:

- 1) Interlocal Agreement from Escambia County Board of County Commissioners
- 2) Committee Memorandum Dated February 25, 2013

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND THE CITY OF PENSACOLA RELATING TO
NPDES PERMIT SERVICES AND PERMIT FEES**

THIS AGREEMENT is made by and between Escambia County Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, pursuant to §163.01, Florida Statutes, the County and City are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, pursuant to 33 U.S.C. §1342 of the Clean Water Act (CWA), the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program, which are implemented through federal regulations, including 40 C.F.R. §122.26; and

WHEREAS, pursuant to §403.0885, Florida Statutes, the Florida Department of Environmental Protection (FDEP) implements the stormwater element of the federal NPDES permitting program in accordance with the CWA and grants permits authorizing the discharge of stormwater into waters of the state in accordance with the approved Stormwater Management Programs (SWMPs), effluent limitations, monitoring requirements, and other provisions set forth in the relevant permit; and

WHEREAS, the County and the City, along with co-permittees, the Town of Century and the Florida Department of Transportation (FDOT), have been issued NPDES Permit #FLS000019-004 (hereinafter referred to as "Permit") by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, the County and the City have approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet Permit requirements; and

WHEREAS, the County and the City have agreed upon a scope of services and a fee schedule for tasks related to the NPDES Permit requirements provided by the County; and

WHEREAS, it is in the best interest of the citizens of Escambia County that the County and the City enter into this Agreement setting forth the terms whereby the County shall perform certain NPDES Permit responsibilities on behalf of the City.

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties do hereby agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Responsibilities of the Parties.

2.1 The County agrees to provide the City with all applicable data, reports, records, and other documents related to the NPDES Permit requirements, as set forth in Exhibit A, attached hereto and incorporated herein. The County shall also remit payment for the annual NPDES Permit fee to the appropriate reviewing agencies as set forth in Exhibit A.

2.2 The City agrees to pay the County \$60,000.00 per year for services provided by the County during the term of this Agreement. County shall submit a request for payment on an annual basis reflecting the total amount due for services previously rendered with the appropriate supporting documentation.

Section 3. Miscellaneous Provisions.

3.1 Term and Termination. The term of this Agreement shall commence upon the Effective Date, as provided in paragraph 3.14, and run concurrent with the term of the NPDES Permit #FLS000019-004 unless earlier terminated as provided herein. This Agreement may be terminated by either party with or without cause upon providing ninety (90) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the City.

3.2 Liability. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the County or the City to be sued by third parties in any matter arising out of this Agreement.

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 provision 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. The 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 All Prior Agreements Superseded.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein,

and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.6 Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

3.9 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 or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.10 Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

3.11 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:

Escambia County:
County Administrator
221 Palafox Place, Ste. 420
Pensacola, Florida 32502

City of Pensacola:
City Administrator
Post Office Drawer 12910
Pensacola, FL 32521

3.12 Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this

Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

3.13 No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

3.14 Effective Date. This Agreement, after being properly executed by the parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the City.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Jeff Bergosh, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(Seal)

Approved as to form and legal sufficiency.

By/Title: K. H. Al, S.A.C.
Date: 5/14/18

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: _____
Ashton J. Hayward, III, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Legal in form and valid as drawn:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES
NPDES MS4 PERMIT SERVICES FOR CITY OF PENSACOLA
PROVIDED BY ESCAMBIA COUNTY

The County and City have approved the concept of intergovernmental cooperation to effectively manage stormwater runoff and to meet their joint NPDES Permit requirements. Escambia County has developed the capability to perform some of the required tasks specified in the NPDES Permit. This Scope of Work describes the tasks that Escambia County will provide for the City.

The County will provide the City with all applicable data, reports, records, or other documents pertaining to the following tasks. The City will pay the County \$60,000 per year to compensate the County for services provided by the following tasks. Funds will be provided to the County in response to annual invoices from the County to the City for these services rendered.

1. County shall prepare the pollutant loading information for City to submit with the Year 3 annual report. City shall provide the County with stormwater infrastructure data to be incorporated into the Part V pollutant loading report (See Permit, Part V.A.1 and Part V.A.2, page 68);
2. County shall develop and implement the Assessment Program (See Permit, Part V.B, pages 68-70);
3. County shall perform required activities for water bodies with a TMDL and without a BMAP except for Part VIII.B.2(d). Activities include development of a TMDL Prioritization Plan (See Permit, Part VIII.B.2.a, page 77); development of a total maximum daily load (TMDL) Outfall Prioritization Plan, if required (See Permit, Part VIII.B.2.b, pages 77-78); and conducting TMDL monitoring, as required (See Permit, Part VIII.B.2.c, page 78);
4. County shall perform required activities for discharging into waters with a bacteria TMDL that does not have a BMAP. Activities include development and implementation of a Bacteria Pollution Control Plan, as required (See Permit, Part VIII.B.3, pages 79-80); and performing required reporting (See Permit, Part VIII.B.4, pages 79-80);
5. County shall develop and submit required NPDES Permit renewal applications. The County will coordinate with the City to incorporate permit renewal terms and conditions.
6. County shall submit required annual NPDES Permit fees on behalf of the City.

COMMITTEE MEMORANDUM

February 25, 2013



FROM: Ashton J. Hayward, III, Mayor *Will for ATB*

SUBJECT: Interlocal Agreement - Escambia County - National Pollutant Discharge Elimination System (NPDES)

RECOMMENDATION:

That City Council authorize the Mayor to execute the Interlocal Agreement with Escambia County, Florida for the City's share of stormwater tasks related to NPDES required monitoring and fees.

SUMMARY:

The City, in conjunction with Escambia County, the Town of Century, and District Three Florida Department of Transportation (FDOT) has collectively received an NPDES permit from the Environmental Protection Agency (EPA) to address stormwater related issues. As co-permittees in this effort, the City and County are coordinating their resources so as to share the expense of generating data, monitoring water quality, providing mapping and annual permit costs.

To date, Escambia County has worked with the City of Pensacola on a pro-rate cost share basis regarding all associated NPDES annual reporting and testing requirements, resulting in a major cost savings to both governments. The cost for these services is reflected in Exhibit "A" of the proposed Interlocal Agreement and has been distributed among the NPDES co-permittees. Objectives and specific tasks in each phase of the cycle are as follows:

- Task 1 – Develop and submit reports, maps and permit renewal applications.
- Task 2 – Develop and implement monitoring plans.
- Task 3 – Submit annual permit fees.

PRIOR ACTION:

January 1999 - City, County and FDOT were issued jointly a permit by EPA under the NPDES Stormwater Program.

June 22, 2000 - City, County and FDOT entered into an interagency agreement with regard to NPDES permits reporting, monitoring, testing and FDEP permit fees, for FY 2001 to FY 2005.

October 23, 2003 - City and County entered into a supplemental agreement for additional water quality testing associated with NPDES and TNDL Programs.

November 6, 2008 - City and County executed the Interlocal Agreement for five (5) years to share stormwater tasks related to NPDES required monitoring and fees.

Committee of the Whole
Interlocal Agreement - Escambia County - National Pollutant Discharge Elimination System (NPDES)
February 25, 2013
Page 2

FUNDING:

Budgeted: \$50,000
Actual: \$50,000

FINANCIAL IMPACT:

Funding to reimburse Escambia County, Florida under the proposed Interlocal Agreement is allocated from the Stormwater Capital Project Fund (NPDES Account 329195) in the amount of \$50,000.00.

STAFF CONTACT:

William H. Reynolds, City Administrator
Richard Barker, Jr., Chief Financial Officer
L. Derrik Owens, P. E., Director of Public Works and Facilities

ATTACHMENTS:

- 1) Interlocal Agreement from Escambia County Board of Commissioners
- 2) Committee Memo August 25, 2008

PRESENTATION:

No.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00206

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

CITY OF PENSACOLA HOUSING DIVISION PUBLIC HOUSING AGENCY ANNUAL PLAN (FY2018-2019)

RECOMMENDATION:

That City Council approve the Public Housing Agency (PHA) Annual Plan for the Housing Choice Voucher program for Fiscal Year 2018-2019 for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that City Council authorize the Mayor to execute all documents necessary relating to the Plan's submission and Program's administration.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Housing Division, as a Public Housing Agency (PHA), is required by the Quality Housing Work Responsibility Act of 1998 to develop and submit an Annual PHA Plan, stating the PHA's mission, goals, objectives, and progress in serving the needs of the community. As a high performing agency, the Pensacola Housing Division is allowed by HUD to present a streamlined Plan.

Input for the Plan preparation was gathered from four Resident Advisory Board meetings, held during February and March, 2018, as well as a Public Hearing held on May 8, 2018. All participant comments were considered in the Plan preparation and are included.

The Plan must be approved by the governing board of the PHA in accordance with approved program requirements, and Certifications of Compliance must be signed by an authorized official. The approved Plan and Certifications must be submitted to HUD by July 18, 2018.

PRIOR ACTION:

June 8, 2017 - City Council approved the PHA Annual Plan (FY2017-2018) for the Housing Choice Voucher Program.

FUNDING:

N/A

FINANCIAL IMPACT:

The approved plan must be submitted to HUD on or before July 18, 2018 to remain in compliance with grant requirements and be eligible to receive the grant allocation.

CITY ATTORNEY REVIEW: Yes

5/14/2018

STAFF CONTACT:

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

ATTACHMENTS:

- 1) PHA Annual Plan FY18-19

PRESENTATION: No

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

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

Definitions.

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

A.	PHA Information.																									
A.1	PHA Name: <u>City of Pensacola Housing Division</u> PHA Code: <u>FL092</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2018</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs): <u>2288 and 189 VASH Vouchers</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. The proposed PHA Plan, PHA Plan Elements, and all other relevant information are available for inspection by the public at the City of Pensacola Housing Office, located at 420 W. Chase Street, Pensacola, Florida, 32501. The PHA Plan and Five-Year Plan are also available for viewing on the City of Pensacola website at http://cityofpensacola.com/198/Plans-Announcements. Additional information on PHA policies are contained within the PHA Administrative Plan, also located in the central office and online at the above website. ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below) <table border="1"> <thead> <tr> <th>Participating PHAs</th> <th>PHA Code</th> <th>Program(s) in the Consortia</th> <th>Program(s) not in the Consortia</th> <th>No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																			
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Lead HA:																										

B.	Annual Plan.				
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ✓ Housing Needs and Strategy for Addressing Housing Needs. ✓ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☐ Financial Resources. ✓ Rent Determination. ✓ Operation and Management. ✓ Informal Review and Hearing Procedures. ✓ Homeownership Programs. ✓ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ✓ Substantial Deviation. ✓ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s): N/A				
B.2	New Activities (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ✓ Project Based Vouchers. (b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. N/A				
B.3					
B.4	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ✓ (b) If yes, please describe: N/A				
B.5	Certification by State or Local Officials. <u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.				
B.6	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. (Attached)				

B.7	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ✓ (a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. Analysis of RAB comments: All commenters appreciated the housing counselors and the overall service from the Housing Division. This included a comment that the topics covered at RAB meetings were very informative. All attached comments but one included portability issues. Participants questioned if funding would impact portability. They were advised that the agency continues to accept “port in” clients and issue vouchers to program participants wishing to “port out” to other jurisdictions. Participants requested that information regarding portability and moving to low poverty areas be made readily available. The Housing Division will endeavor to connect participants with the Portability Specialist to clarify the process and requirements. One RAB member indicated that incentives to moving to a low poverty area were unclear to her however, she had lived in her part of town her whole life but now with a voucher, she appreciates having a much nicer unit. All comments were considered and the agency is reviewing procedures to readily assist participants with portability and the moving process. Minutes from each meeting and written comments follow. Attached

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.23(4)(e))

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

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

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

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

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

☐ **Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA's jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(1) and 24 CFR §903.7(a)(2)(i)). Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (24 CFR §903.7(a)(2)(ii))

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

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

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

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)(3)(4)).

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

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

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

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

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define "significant amendment/modification", HUD will consider the following to be "significant amendments or modifications": a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD's website at: Notice PIH 1999-51. (24 CFR §903.7(r)(2)(ii))

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

B.2 **New Activity.** If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark "yes" for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark "no." (24 CFR §983.57(b)(1) and Section 8(13)(C) of the United States Housing Act of 1937.

☐ **Project-Based Vouchers (PBV).** Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.11(c)(3), 24 CFR §903.7(p))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

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

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

**Mission and Goals Progress Report
Fiscal Year 2018-2019**

PHA Mission: The mission of the Pensacola Housing Division is accomplished through consistent cooperation with other agencies and private local businesses who share the same goals of providing decent, safe, and sanitary housing to low, very low, and extremely low income families, including homeless veterans. The Housing Division continues to partner with Escambia County, the EscaRosa Coalition on the Homeless, the VA's Medical Center Clinic (VMAC), the Pensacola Association of Realtors, nonprofit housing providers, local landlords and contractors, and Santa Rosa, Fort Walton Beach, and Foley Housing Authorities. The Housing Division often participates in community events, such as HUD's Point in Time count and the Escambia-Pensacola Human Relations Commission's Fair Housing workshops.

Housing assistance for low-income households encompasses rental assistance through the Section 8 Housing Choice Voucher (HCV) program, rental assistance through the Veterans Affairs Supportive Housing (VASH) program, homeowner assistance through rehabilitation which utilizes Community Development Block Grant (CDBG) funds and total reconstruction, which utilizes HOME Investment Partnerships program (HOME) funding. State Housing Investment Partnerships (SHIP) and HOME funds are utilized for down payment and closing cost assistance for home buyers, foreclosure prevention, and homebuyer's workshops. The Housing Division continues to seek new projects to provide housing assistance throughout the community. Funding is also provided to assist the Council on Aging of West Florida, Inc., with nutritional services for elderly and disabled City residents.

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

1. Apply for additional rental vouchers: The City of Pensacola Housing Division will continue to apply for Housing Choice Vouchers (HCV) and VASH vouchers as HUD makes them available. The Housing Division will also apply for and utilize any HOME funding should it become available for Tenant Based Rental Assistance (TBRA).

The Pensacola Housing Division continues in partnership with the Pensacola VMAC in its commitment to house homeless veterans. These veterans are mostly local, but many throughout the country utilize portability to relocate to the Pensacola Area. Pensacola Housing Division has utilized its full allotment of 182 HUD-VASH vouchers, and, on April 1, 2018, was awarded an additional 7 VASH vouchers. The Pensacola Housing Division also entered into a Memorandum of Understanding in August, 2017, with the Fort Walton Beach Housing Authority to utilize 24 of their unfilled VASH vouchers through the portability process. Pensacola Housing also continues to work closely with the Santa Rosa County Housing Authority through portability, as well as Foley Housing Authority located in Baldwin County, Alabama as the

VMAC in Pensacola also provides services to veterans in both jurisdictions. The Housing Division and the VA will continue to work to acquire more vouchers.

The Housing Division is continually considering adjustments to the Housing Choice Voucher Program, both to streamline its processes and to conform to changing regulations. On December 14, 2017, an updated Administrative Plan was approved by Pensacola City Council. Changes were made to the inspection process to include allowing for the collection of a re-inspection fee from the landlords and revisions to the tenant cancellation policy. These changes are meant to reduce program administrative costs. The updated Administrative Plan has been submitted to HUD and can be found online at the City of Pensacola website under the Housing Division's section.

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

For Fiscal Year 2017, 103 families closed on new and existing homes utilizing SHIP funds through the First Time Homebuyer's Assistance and the HOME programs, which provided down payment and closing cost assistance. HOME funding provided financial assistance to reconstruct 2 severely dilapidated homes located within the City for qualified low, very low, and extremely low income homeowners. CDBG funds were utilized to develop a pool of prepared homebuyers and homeowners; 122 families attended classes offered by the Housing Division and 17 existing homes were rehabilitated through CDBG.

The Escambia/Pensacola Affordable Housing Advisory Committee, comprised of community professionals, met on a monthly basis to review and offer recommendations and enhancements to plans and policies related to affordable housing.

During FY 2017 the City of Pensacola established the Housing Initiatives Fund. Proceeds allocated to this fund, from the sale of underutilized city-owned property, will be used to supplement existing and future adopted affordable housing initiatives. In January, using HOME using Housing Initiatives funding, the City of Pensacola Housing Incentive Program (COPHIP) was launched providing down payment and closing cost assistance to area essential service personnel.

The City also began negotiations with a developer to construct a blended income, 30 unit single family development located in the Westside Redevelopment Area.

3. Encourage owners and landlords to participate in the HCV programs: The Pensacola Housing Division works with owners and landlords to improve their rental experience through the assistance programs. The paperwork has been streamlined, as have the HAP payments through direct deposit and inspection processes resulting in less burden to the owners/agents/landlords.

A partnership with Pensacola Association of Realtors has proven beneficial to all participants in assisting with the search for available units and establishing rent reasonableness.

PHA GOAL: Improve the quality of assisted Housing

Pensacola/Escambia County has new affordable developments coming on line:

Delphin Downs: This will be a 72 unit tax-credit family development, to be constructed in the City's Westside Redevelopment Area. The City's Community Redevelopment Agency and City Council worked closely with the developer to ensure a development that will be an enhancement to the area while continuing to address the need for affordable housing.

Brownsville Manor: An 87-unit elderly tax credit complex has been approved for financing by Florida Housing Finance Corporation. Construction is expected to begin at the end of 2018 and extend into 2019.

Century Park: A 50-unit family development, completed during Fiscal Year 2017, located in the north end of Escambia County is providing much needed affordable housing to one of the poorest communities in the County.

The availability of newly constructed, affordable units will continue to address the needs of clients in finding decent, affordable rentals.

PHA GOAL: Promote self-sufficiency and asset development for families and individuals

The Pensacola Housing Division continues to provide first time homebuyer and foreclosure prevention classes on a semi-monthly basis, as well as counseling to assist families in improving their credit and knowledge in order to prepare them to become homebuyers, as a natural progression toward self-sufficiency. The HCV and VASH clients are especially encouraged to work towards achieving self-sufficiency in order to progress to homeownership. Veterans are urged to enroll in vocational rehabilitation and the many GI Bill educational opportunities available to them.

Clients are also advised of the availability of TRIO, which assists college-ready students with enrollment, admissions, financial aid, educational and career guidance, as well as financial workshops. Trio is located on all campuses of Pensacola State College, and there is no charge for their services.

City of Pensacola Housing Office

Resident Advisory Board Minutes

Englewood Senior Apartments – February 15, 2018

A meeting of the Resident Advisory Board for the Housing Choice Voucher Program was held in the Media Room of the Englewood Senior Apartments, 8810 Cervantes Street, Pensacola, at 2:00 p.m. Present were Karen Thompson and Marsha Bazinet, Administrative Officers for the City of Pensacola Housing Division, Ms. Betty Greene, Ms. Dale Bracey, Ms. Pat Babbs, and Mr. Philippe Hutinet, Housing Choice Voucher Program participants.

The meeting opened with an introduction to the Annual Plan by Marsha Bazinet, who explained the purpose of the Annual Plan in setting goals for the Housing Division for the coming year. Housing has also made revisions to the Administrative Plan, which were approved by City Council in December, 2017. The Administrative Plan contains the Housing Division's policies and procedures which was revised to remain in compliance with recent changes in program regulations.

Discussion of these topics followed:

- Karen Thompson explained that the funding for 2018-2019 voucher programs is uncertain, and therefore, the waiting list has been closed. With approximately 1650 families currently on the list, new families are not being issued vouchers at this time. Participants are advised to adhere to program requirements; if a voucher is terminated, it will be difficult to replace.
- Ms. Thompson also spoke to participants about the recertification requirements; how clients are notified a minimum of 90 days in advance, and that the participants are requested to appear with annual documentation within certain blocks of time. The requirement is that the participant call to reschedule if unable to meet their appointment time. Failure to recertify is grounds for termination of assistance, and it is the participant's responsibility to reschedule appointments if necessary.
- Marsha Bazinet discussed the issue of overpayments, and that only one active overpayment is allowed. Participants are required to report changes in income and/or household composition, in writing, within 10 days. Failure to report may result in a repayment agreement, and families may not move if their payments are not kept current; they may not use portability unless the overpayment balance is reimbursed to the Housing Division in full.

Englewood Senior Apartments

(Attachment B7)

February 15, 2017

Page 2

- Marsha Bazinet also explained the changes to policies regarding criminal histories, that a felony conviction for drugs or violent crime within three years of application will make a family ineligible. Also, landlords are now being screened for registration on the National Sex Offenders Public website.
- Ms. Thompson discussed absence from the unit, which has changed from 30 days to 60 days. In response to a question, she responded that more time is allotted for hospitalization, however, it is beneficial to all if the family advised the Housing Division and the apartment managers when they will be absent and when they are expected to return.
- Ms. Thompson advised the participants that changes were going to be made regarding inspection procedures; that participants and landlords will receive letters in the mail; to read them closely, and to keep those letters for reference and to share the information with their friends. They may also contact their Housing Specialist if there are questions.

The meeting ended at 3:30 p.m.

Respectfully Submitted,

Marsha Bazinet

City of Pensacola Housing Office

Resident Advisory Board Minutes

The Pines at Warrington – February 20, 2018

A meeting of the Resident Advisory Board for the Housing Choice Voucher Program was held in the Community Room of the Pines at Warrington Apartments, 4101 W. Navy Boulevard, Pensacola, at 2:000 p.m. Present were Karen Thompson and Marsha Bazinet, Administrative Officers for the City of Pensacola Housing Division, Ms. Devano Johnson and Ms. Essie Maxwell, Housing Choice Voucher Program participants.

The meeting opened with an introduction to the Annual Plan by Marsha Bazinet, who explained the purpose of the Annual Plan in setting goals for the Housing Division for the coming year. Housing has also made revisions to the Administrative Plan, which were approved by City Council in December, 2017. The Administrative Plan contains the Housing Division's policies and procedures which was revised to remain in compliance with recent changes in program regulations.

Discussion of these topics followed:

- Karen Thompson explained that the program funding for 2018-2019 is uncertain for the voucher programs, and that the waiting list has been closed with approximately 1650 families on the list. New vouchers are not being issued, and participants are advised to adhere to program requirements in order to retain their assistance.
- Ms. Thompson also spoke to participants about the recertification requirements; how clients are notified a minimum of 90 days in advance, and that the participants are requested to appear with annual documentation within certain blocks of time. The requirement is that the participant call to reschedule if unable to meet their appointment time. Failure to recertify is grounds for termination of assistance, and it is the participant's responsibility to reschedule appointments if necessary. Participants were also advised regarding the availability of home visits upon request.
- Marsha Bazinet discussed the issue of overpayments and repayment agreements for unreported income; the adjustment to the Administrative Plan is to allow one active repayment agreement at a time. There is also a restriction on moving; it is not allowed unless payments are current, and there is no portability allowed until the balance is paid in full. Participants are required to report changes in income and/or household composition, in writing, within ten days.

- Marsha Bazinet explained the updated criminal history policies; when a person convicted of a felony drug crime or crime of violence will be ineligible for housing assistance for three years. Also, applicants who were incarcerated will not be eligible to participate in the program for three years from the date of their release date.
- Program participants said they feel better knowing the Housing Office is screening participants; and said they don't think the current policies are too stringent. A discussion ensued regarding safety on the apartment premises. The participants said they feel fairly safe, as security cameras have been installed, but they are very cautious after dark; the younger tenants tend to hang out in the stairwells.
- It was also noted that landlords are now being screened as well for registration on the National Sex Offenders Public website.
- Ms. Thompson discussed absence from the unit, which has generally changed from 30 days to 60 days. She acknowledge that more time is allotted for hospitalization, however, it is beneficial to all if the family advises their Housing Specialist and the apartment managers when they will be absent and when they are expected to return so that they will not be considered as having possibly vacated their rental unit.
- Ms Thompson advised the participants that policy adjustments are in the process of being made in regard to inspection procedures; that participants and landlords will receive letters in the mail; to read them closely, and to keep them for future reference. All participants may contact their Housing Specialist if there are questions.

The meeting ended at 3:30 p.m.

Respectfully Submitted,

Marsha Bazinet

City of Pensacola Housing Office

Resident Advisory Board Minutes

Morris Court Community Room – February 27, 2018

A meeting of the Resident Advisory Board for Fiscal Year 2018/2019 was held in the Community Room of the Morris Court II Apartment Complex, and began at 3:00 p.m.

Housing's Administrative Officers Karen Thompson and Marsha Bazinet were present, as was Morris Court Manager Tasha Nixon and Assistant Manager Ly'Sheena Capehart, as well as the following program participants:

Edward Crumpton	John McCants	Shalandra Pugh
Tommie Carroll	Sammie Savage	Sylvia Slaughter
Pauline Scott	Burlen Black	Catherine Reeves
Ronnie Banks	Annamaria Reynolds	Jessie Reeves
Janice Evans		

Marsha Bazinet opened the meeting by welcoming the attendees. She explained the purpose of the meeting and the Annual Plan, explaining that the Administrative Plan had been updated and was approved by City Council in December, and that there were some changes that participants and landlords need to be aware of. Participants were also urged to offer any input they may have, and all questions are welcome.

Topics of discussion were introduced as follows:

- Program funding: Karen Thompson explained that the program funding for 2018-2019 is uncertain for the voucher programs, and that the waiting list has been closed with approximately 1650 families on the list. New vouchers are not being issued, and participants are advised to adhere to program requirements in order to retain their assistance.
-
- The Recertification Process: Karen Thompson asked how participants feel about the recertification process, which opens blocks of time, two days a week, without specific appointments. Participants generally like the process; they are given 90 days' notice in advance of their recertification date. Ms. Thompson advised them to be sure to call and cancel and reschedule in advance of missing their recertification date, and stressed that if they miss two appointments, they will be sent a termination letter.

- Repayment agreements: Marsha Bazinet explained the basis of overpayments, which are the overpayment of Housing Assistance on a tenant's behalf due to unreported income. The updated policy is that client's may have one overpayment at a time; they may not move if they are not current on their payments, and may not use portability to another jurisdiction unless the balance is repaid to the City in full.
- Participants were informed of the changes to policies regarding criminal histories; that a felony conviction for drugs or violent crime within three years of application for assistance will make a family ineligible. Also, landlords are now being screened for registration on the National Sex Offenders Public website.
- Absence from the unit: Participants were informed that the thirty day maximum to be absent from their unit has been updated to sixty days. This may be adjusted for medical issues, but tenants should inform the manager if they intend to be absent for any period of time. Apartment Manager Tasha Nixon stated that, for her apartment complex, the thirty day limit to be absent will remain in place unless there are extenuating circumstances, such as hospital emergencies.
- Inspections: Participants were advised that a letter has been sent to landlords and tenants alike, stating the new inspection policies. Ms. Nixon advised us that she had received the letter through email, and that her rental company would be contacting the program manager for further clarification. Participants were urged to keep the letters for further reference as unusual circumstances may arise. They were also informed regarding the availability of complaint inspections and the procedures, should there be any problems with their unit.

The meeting concluded 4:30 p.m.

Respectfully Submitted,

Marsha Bazinet

City of Pensacola Housing Office

Resident Advisory Board Minutes

Wesley Scott Place Senior Apartment Complex – March 6, 2018

The Resident Advisory Board for the Housing Choice Voucher Program met at 10:00 a.m. in the Community room at Wesley Scott Place Senior Apartments, 3300 West Scott Street, Pensacola. Present were Karen Thompson and Marsha Bazinet, Administrative Officers for the City of Pensacola Housing Division, Apartment Manager James Hixon, as well as the following program participants:

Geneva Burke	Mary F. Williams	Dorothy Baldwin
Betty Dortch	Caroline A. Rolle	Betty Jean Robinson
Minnie Bradley	Dorothy Tergill	Linda Patten
Regina Debow		

The meeting opened with an introduction to the Annual Plan by Marsha Bazinet, who explained the purpose of the Annual Plan in setting goals for the Housing Division for the coming year. Housing has also made revisions to the Administrative Plan, which were approved by City Council in December, 2017. The Administrative Plan contains the Housing Division's policies and procedures which is revised to remain in compliance with recent changes in program regulations.

Discussion of these subjects followed:

- Program funding: Karen Thompson explained that because there has been no budget from Congress in the past year, the waiting list has remained closed and new applications are not being taken. It is necessary to ensure that current program participants are funded. As new funding information is distributed to Housing Agencies, the programs will be adjusted, and hopefully, the waiting list will be opened again.

Participant Caroline Rolle asked if portability would be affected by the funding issues, and was advised that the Housing Division was still accepting port-ins from other agencies and issuing vouchers to clients to port out. Portability clients are not being absorbed at this time. She also asked a question regarding the waiting list for elderly/disabled, and was advised that no applications are being accepted at this time.

- Participants stated that they think the recertification process is working out well; clients may come to the Housing Office on a specified date and time. They are urged to reschedule if they cannot be there during the scheduled time, as participants who miss two appointments will face termination of their assistance. They were also advised that home visits may be arranged when necessary, and to contact their housing counselor for further assistance.

- Repayment agreements were discussed, with the participants reminded that they must report changes in income and household composition in writing in a timely manner. Only one active repayment agreement at a time is now acceptable, and must be paid in full before porting to another jurisdiction. Payments must also be current by the contract renewal date.
- Participants were informed of the changes to policies regarding criminal histories, that a felony conviction for drugs or violent crime within three years of application will make a family ineligible. An applicant will also be ineligible for three years from the date of their release from incarceration. Also, landlords are now being screened for registration on the Nation Sex Offender Public website. One participant asked if maintenance personnel are also screened. Staff indicated this would be a responsibility of their employer this would be a responsibility of their employer.
- Families may now be absent from the unit for up to 60 days, as long as the management approves the absence, and the housing office is informed in advance. Participants were also reminded that they may request a live-in aide, in advance of allowing another person to move in, and should keep their Housing Counselor informed
- Participants were asked to look for a letter in the mail, which will be sent to all tenants and landlords, advising of new policies and procedures for inspections. They may wish to keep the letter to refer to at a later date.

The meeting closed at 11:15 a.m., with an invitation from the apartment manager to return next year, and a thank you from the participants for being included in the Resident Advisory Board process.

Respectfully Submitted,

Marsha Bazinet

Housing Division Attn: Housing Division
DEPT OF HOUSING/LEGAL ADS
PO BOX 12910

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Brittini L Pennington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICE The Residen

as published in said newspaper in the issue(s) of:

03/24/18

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 6th of April 2018, by Brittini L Pennington who is personally known to me

Brittini L. Pennington

Affiant

Mark Dee Kent

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

Publication Cost: \$154.34
Ad No: 0002812778
Customer No: PNJ-20423050

LEGAL NOTICE

The Resident Advisory Board has met and discussed the City of Pensacola's Public Housing Agency (PHA) Annual Plan and recent changes to the Administrative Plan for 2018-2019. The Plan will outline the goals and objectives for serving the needs of the City of Pensacola and Escambia County's rental assistance program participants, and is submitted to the U.S. Department of Housing and Urban Development on an annual basis.

A copy of the PHA Annual Plan and the PHA 5-Year Plan is available for public review at the Pensacola Housing Office, 420 W Chase Street; online at <http://www.cityofpensacola.com/housing/plans>; or may be provided electronically upon request. Comments are encouraged and may be submitted by May 8, 2018 to the City of Pensacola Housing Division, P.O. Box 12910, Pensacola, FL 32521, hand delivered to the Housing Division, faxed to Marsha Bazinet at 850-595-0113, or emailed to mbazinet@cityofpensacola.com.

A Public Hearing is scheduled for Tuesday, May 8, 2018 at 3:00 p.m. in the City Housing Division training room, 420 W. Chase Street, Pensacola, Florida. All interested persons may appear and provide comment on the PHA Annual Plan.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable modifications for access to City services, programs, and activities. Please call 850-0350 (or T.D.D. 850-595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

Ashton J. Hayward, III
Mayor
Legal No. 2812778 1T March 24, 2018

Housing Choice Voucher Program

Resident Advisory Board - Comments and Suggestions

Attention: Marsha Bazinet, HCV Coordinator

The Housing Division is requesting participant comments and suggestions for inclusion in the submission of the Annual Plan to the Department of Housing and Urban Development (HUD) for the coming year.

Suggested topics are: Our customer service to you

The Waiting List process (phone in)

The Recertification process (appointments/walk in)

The Inspection process

The Moving process and/or the Portability process

Moving to a low poverty area

Criminal History and program participation

How are we doing and how can we make your experiences with us better?

- ① Timely notification of change e.g. Rent portion increase/decrease
- ② Give participants that Portability is an option
- ③ Information about moving to ~~new~~^{low} poverty area made readily available to participants

RECEIVED

JAN 31 2018

Housing Dept.



Philippe HUTINET
Englewood Senior Apts Apt 425

Housing Choice Voucher Program

Resident Advisory Board - Comments and Suggestions 2018

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The Moving process and/or the Portability process

Moving to a low poverty area

Criminal History and program participation

RECEIVED

FEB 14 2018

Housing Dept.

How are we doing and how can we make your experiences with us better?

Hello! Bonjour! Ms Bazinet!

I will attend your meeting the 13th of February. The certification process was well processed and we (I and my live-in aide) did not even have to wait on Chase St. Inspection process was postponed because it is now biannual.

The portability process was a pitfall because my son and my daughter-in-law in Washington D.C. were not communicating well with me and I did not understand some of the modalities (price of the rent, type of apartment and how to trigger the whole thing). So I decided to stay here and maybe I will go myself to Wash. D.C. to deal directly with the possibilities.

I am very happy with the Department of Housing. And thank you very much to Mrs Humphrey and you for giving an affordable housing opportunity.
Sincerely, Philippe Hutinet

Resident Advisory Board - Comments and Suggestions 2018

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The Inspection process

The Moving process and/or the Portability process

Moving to a low poverty area

Criminal History and program participation

How are we doing and how can we make your experiences with us better?

More lights put up very dark and unsafe.
The meeting was very Good!! all my
questions was answered. Thank you
for your support.



Housing Choice Voucher Program

Resident Advisory Board - Comments and Suggestions 2018

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- The Recertification process (appointments/walk in)
- The Inspection process
- The Moving process and/or the Portability process
- Moving to a low poverty area
- Criminal History and program participation

How are we doing and how can we make your experiences with us better?

We need TALK our case managers on moving time and they pick up the phone when it is ringing and yall need check out Buddon and talk to Sandra Gard before tent move in you need check if they fix things around where tent is going move in tent and cut down close spots for move in because it cost to much money to move that is tent is going move and is doing great keep up good work

Betty Greene
1810 West Catherine Street
Engle Senior apartment
Unit 205

P.S. I am not going beat meeting because I am in school at
Lakeriew



Resident Advisory Board - Comments and Suggestions 2018

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The Moving process and/or the Portability process

Moving to a low poverty area

Criminal History and program participation

RECEIVED

MAR 21 2018

Housing Dept.

How are we doing and how can we make your experiences with us better?

The waiting list process is very appropriate and helpful, necessary and beneficial.

The Recert. process is very, very, good and is more adequate its good for us older, getting, slower people and the Counselors are kind, courteous and polite not to mention considerate and helpful.

The Inspection process a very needed part of the program, in that it not only looks out for (Consider) HAP rules it gives us (tenants) a feeling of well being and to know that all (tenants) as well as Managers are held accountable and do have to provide necessary safety.

The moving Process and/or portability Process is great. Moving to a low poverty area? I lived in one all my life. But HAP Makes it better than it was.

Criminal History and Program participation is very, very, ideal for these times.

Thank you all very much for allowing me to comment on your (progressively) (excuse please) Progressively upwardly mobility.

*Sincerely
Betty J. Dortch*

|||||

City of Pensacola Housing Division Administrative Plan
Housing Choice Voucher Program
December 17, 2017 Revision (excerpt)

Section 3.0 Fair Housing and Equal Opportunity

Part 3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

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

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

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

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

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

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

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Ashton J. Hayward, III, the Mayor of the City of Pensacola, Florida
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

City of Pensacola Housing Division
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

Pensacola/Escambia County, Florida
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The Annual PHA Plan for the City of Pensacola Division of Housing is consistent with the
Consolidated Plan and the AI in its mission and goals (as stated in the Annual Plan) to provide
decent, safe, affordable housing to low income residents in the jurisdiction. The Consolidated Plan
and the AI may be viewed at <http://www.cityofpensacola.com/198/Plans-Announcements>.

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

Name of Authorized Official	Ashton J. Hayward, III	Title	Mayor
Signature		Date	

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 2018 , hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pensacola Housing Office
PHA Name

FL092

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2018-2019

 5-Year PHA Plan for Fiscal Years 20 - 20

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

Name of Authorized Official Ashton J. Hayward, III

Title Mayor

Signature

Date

**Certifications of Compliance with
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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

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City of Pensacola Housing Office

FL092

PHA Name

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2017-2018

____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

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Name of Authorized Official Ashton J. Hayward, III

Title Mayor

Signature

Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00211

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF CONTRACT TO LARRY HALL CONSTRUCTION, INC. FOR INVITATION TO BID (ITB) #18-011 GULL POINT REPAIRS & RENOVATION

RECOMMENDATION:

That City Council award a contract to Larry Hall Construction, Inc. for ITB #18-011 Gull Point Repairs & Renovation for \$254,500.00 plus a 10% contingency of \$25,450 for a total amount of \$279,950.00. Further, that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The project generally consists of interior renovations to the existing Resource Center and adjacent pavilion. The work includes, but is not limited to remodeling of the 4 toilet rooms and expansion of the kitchen. New interior finishes will be applied to the walls, ceilings, and floorings, new suspended ceilings, countertops, kitchen appliances and lighting will be also be installed.

Seven firms responded to the Invitation To Bid. They were:

A.E. New, Jr.	Joy Gordon Construction
Biggs Construction Co.	Larry Hall Construction, Inc.
Birkshire Johnstone, LLC	Vision Construction Ent., LLC
Emerald Coast Constructors, Inc., LLC.	

Larry Hall Construction, Inc. was the lowest responsible bidder.

PRIOR ACTION:

None

FUNDING:

Budget:	\$172,572	Local Option Sales Tax Fund - Penny For Progress (Series III)
	<u>195,000</u>	Local Option Sales Tax Fund - LOST IV (Series IV)
	<u>\$367,572</u>	
Actual:	\$254,500	Construction Contract
	25,450	10% Project Contingency
	<u>21,140</u>	A&E Services
	<u>\$301,090</u>	Total

FINANCIAL IMPACT:

Funding has been appropriated within the Local Option Sales Tax Fund between the Penny for Progress (Series III) and LOST IV (Series IV).

CITY ATTORNEY REVIEW: Yes

5/30/2018

STAFF CONTACT:

Eric W. Olson, City Administrator
Brian Cooper, Parks and Recreation Director
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Bid No. 18-011 Tabulation of Bids
- 2) Bid No. 18-011 Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-011

TITLE: GULL POINT REPAIRS & RENOVATION

OPENING DATE: May 15, 2018	A.E. NEW, JR., INC.	BIGGS CONSTRUCTION CO., INC.	BIRKSHIRE JOHNSTONE, LLC	EMERALD COAST CONSTRUCTORS, INC.	JOY GORDON CONSTRUCTION, LLC	LARRY HALL CONSTRUCTION, INC.	VISION CONSTRUCTION ENT., LLC
OPENING TIME: 2:30 P.M.							
DEPARTMENT: Parks & Recreation	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL	Cantonment, FL	Pace, FL	Pensacola, FL
Base Bid	\$209,000.00	\$248,498.00	\$220,000.00	\$184,000.00	\$206,747.00	\$197,000.00	\$197,900.00
Additive Alternate 1	\$40,000.00	\$56,355.00	\$34,900.00	\$51,000.00	\$34,052.00	\$43,000.00	\$41,000.00
Additive Alternate 2	\$15,000.00	\$18,604.00	\$14,200.00	\$14,940.00	\$15,012.00	\$11,000.00	\$21,400.00
Additive Alternate 3	\$5,000.00	\$3,651.00	\$2,400.00	\$4,950.00	\$7,020.00	\$3,500.00	\$8,500.00
Base Bid + Alternates 1-3	\$269,000.00	\$327,108.00	\$271,500.00	\$254,890.00	\$262,831.00	\$254,500.00	\$268,800.00
M/WBE Participation	0%	5.3%	4.8%	6.3%	24.4%	6.8%	0%
Attended Prebid	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Opening Date: 05/15/18

Bid No.: 18-011

**FINAL VENDOR REFERENCE LIST
GULL POINT REPAIRS & RENOVATION
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
067490	ALL PRO PAINTING CONTRACTORS LLC	1200 NORTH "W" STREET	PENSACOLA	FL	32505	
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
066983	APPLIED CONSTRUCTION MANAGEMENT LLC	410-B AIRPORT BOULEVARD	PENSACOLA		32503	Y
002504	BARNES FEED & HARDWARE STORE INC	8650 NORTH PALAFOX HWY	PENSACOLA	FL	32534	Y
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA		32503	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
065158	BOSS LADY CONCRETE COMPANY LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
050107	CANTONMENT BUILDING MATERIALS INC	990 HIGHWAY 29 N	CANTONMENT	FL	32533	
029295	CARPET CREATIONS OF FLORIDA INC	3305 N "S" STREET	PENSACOLA	FL	32505	Y
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
044788	CHAVIS FLOORING	310 TEAKWOOD CIRCLE	PENSACOLA	FL	32506	
032358	CONSTRUCTION SERVICES OF PENSACOLA DBA BAUGHN RENOVATIONS	2105 NORTH "S" ST	PENSACOLA	FL	32505	Y
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
073774	DIVERSIFIED GENERAL CONTRACTOR	1120 HIGHWAY 84 EAST	OPP	AL	36467	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
027697	DUGGINS CARPET CARE INC DBA DUGGINS SERVICES	P O BOX 10884	PENSACOLA	FL	32524	
050462	ELITE STONE SERVICES INC	5662 FRANK REEDER RD	PENSACOLA	FL	32526	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
035627	FISHER CABINET COMPANY LLC	3900 N PALAFOX ST	PENSACOLA	FL	32505	Y
058107	FOUR FEATHERS CONSTRUCTION LLC	1820 CONDOR DRIVE	CANTONMENT	FL	32533	
039109	FRANK KELLY INDUSTRIAL SALES	744 E BURGESS RD A105	PENSACOLA	FL	32504	Y
004424	GENE'S FLOOR COVERING INC	4021 NAVY BLVD	PENSACOLA	FL	32507	
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501-	Y
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501-	
044789	HOWARD YOUNG FLOORING INC	4430 AVALON BLVD	MILTON	FL	32583	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
048858	HUMPHREYS BUILDING CONTRACTING COMPANY INC	470 TURNBERRY ROAD	CANTONMENT	FL	32533	Y
049098	J L ELECTRIC LLC	551 DESERT OAK DR	PENSACOLA	FL	32514	
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
051546	JOSEPH TRANCHINA PAINTING CONTRACTOR	8457 MELIACEAE DRIVE	PENSACOLA	FL	32514	
061665	JOY GORDON CONSTRUCTION LLC	1957 MEANDER CIRCLE	CANTONMENT	FL	32533	Y

Opening Date: 05/15/18

Bid No.: 18-011

**FINAL VENDOR REFERENCE LIST
GULL POINT REPAIRS & RENOVATION
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
050649	L A SYPERT JOHNSTON JR DBA LA BUILDERS LLC	8520 MERGER RD	PENSACOLA	FL	32514	Y
070474	LANIER, EDDIE B DBA LANIER MASONRY LLC	1530 SIR HORNE DRIVE	PENSACOLA	FL	32505-	Y
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	Y
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
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	
043580	MASTER-TEC FLOORS INC	3832 W NAVY BLVD	PENSACOLA	FL	32507	Y
039951	MATTAIR CONSTRUCTION COMPANY INC	57 S COYLE ST	PENSACOLA	FL	32502	Y
062549	MCCORMICK, FRANK DBA MCCORMICK CONSTRUCTION & MANAGEMENT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
066334	MULTIMEDIA HOLDINGS CORP DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	
049009	PARRIS CONSTRUCTION COMPANY LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
000221	PENSACOLA HARDWARE COMPANY	P O BOX 671	PENSACOLA	FL	32591-	
055889	PERDIDO HOME TILE COMPANY LLC	11180 LILLIAN HIGHWAY	PENSACOLA	FL	32506	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
057890	PINNACLE CABINETS & CLOSETS LLC	9900 B NORTH PALAFOX STREET	PENSACOLA	FL	32534	Y
034179	PIONEER WOODWORKING	10 SOUTH 3RD STREET	PENSACOLA	FL	32507	
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
049845	QUALITY RENOVATION OF PENSACOLA INC	4039 TEAL WAY	PENSACOLA	FL	32507	
071623	REYNOSO, VIRNA L DBA REYCO CONTRACTING SOLUTIONS LLC	99 S ALCANIZ STREET	PENSACOLA	FL	32502	Y
068599	RICH, RYAN K DBA LEGENDS PROFESSIONAL CLEANING SERVICES LLC	2478 REDFORD DRIVE	CANTONMENT	FL	32533	Y
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
049256	SPECIALTY PRODUCTS INC	2325 WEST CERVANTES STREET	PENSACOLA	FL	32505	Y
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
004537	T CHAVIS CONSTRUCTION COMPANY	1411 ARIOLA DRIVE	PENSACOLA	FL	32561	Y
030430	TOMPKINS PAINTING INC	3516 N. "S" ST	PENSACOLA	FL	32505	Y
073229	TRACY SIMON DBA TOUCHED BY TRACY PAINTING & DESIGNS LLC	1662 HOLLOW POINT DRIVE	CANTONMENT	FL	32533	
027461	VISION CONSTRUCTION ENT LLC	P O BOX 9604	PENSACOLA	FL	32513-	Y
051237	WATSON, ALFRED D ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
044856	WOLFE CONSTRUCTION	SUITE 212	PENSACOLA	FL	32534	Y
058805	WOODCRAFT LLC	2218 AVENIDA DE SOL	NAVARRE	FL	32566	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 87



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-21

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

RESOLUTION NO. 18-21 - RECOGNIZING THE 25TH ANNIVERSARY OF TRUTH FOR YOUTH, INC. AND COMMENDING REVEREND JOHN POWELL.

RECOMMENDATION:

That City Council adopt Resolution No. 18-21.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RECOGNIZING THE 25TH ANNIVERSARY OF TRUTH FOR YOUTH, INC. AND COMMENDING REVEREND JOHN POWELL FOR HIS LEADERSHIP, WORK AND INVOLVEMENT IN PROVIDING QUALITY YOUTH ACTIVITIES FOR AT RISK, INNER-CITY YOUTH AND IN ESTABLISHING THE BELMONT CULTURAL CENTER

HEARING REQUIRED: No Hearing Required

SUMMARY:

2018 marks the 25th anniversary of Truth for Youth, Inc, established by Reverend John Powell.

Truth for Youth provides educational, cultural and social programs for at-risk inner city youth ages 6-16 residing in low-income, underserved communities which have high levels of poverty, unemployment and high school dropout rates in Pensacola, Escambia and Santa Rosa County's.

The Truth for Youth mission was expanded to establish the Belmont Cultural Center to provide cultural arts education and programming to adverse audiences through community outreach services to actively advocate, promote and support cultural artists and organize cultural activities in the Belmont-DeVilliers neighborhood.

Reverend John Powell has proven to be a visionary, founding Truth for Youth, Inc to provide quality youth activities and programs that address the prevention, intervention, and reduction of youth crime, violence, delinquency, gang activity, drug and alcohol abuse, child neglect, teen pregnancy and literacy in an effort to promote civic responsibility, positive interaction with peers and authority figures and promote conflict resolution skills.

Reverend Powell has directly touched and been an inspiration in mentoring, education, teaching and nurturing the physical, emotional, intellectual, social and spiritual well-being of these at-risk youth for the past 25 years.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 18-21

PRESENTATION: No

RESOLUTION

NO. 18-21

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RECOGNIZING THE 25TH ANNIVERSARY OF TRUTH FOR YOUTH, INC. AND COMMENDING REVEREND JOHN POWELL FOR HIS LEADERSHIP, WORK AND INVOLVEMENT IN PROVIDING QUALITY YOUTH ACTIVITIES FOR AT RISK, INNER-CITY YOUTH AND IN ESTABLISHING THE BELMONT CULTURAL CENTER

WHEREAS, Truth for Youth provides educational, cultural and social programs for at-risk inner-city youth ages 6 – 16 residing in low-income, underserved communities which have high levels of poverty, unemployment, and high school dropout rates in Pensacola, Escambia County and Santa Rosa County; and

WHEREAS, the Truth for Youth mission was expanded to establish the Belmont Cultural Center to provide cultural arts education and programming to diverse audiences through community outreach services to actively advocate, promote and support cultural artists and organize cultural activities in the Belmont-DeVilliers neighborhood; and

WHEREAS, as visionary and founder of Truth for Youth, Inc., Reverend John Powell has provided quality youth activities and programs that address the prevention, intervention and reduction of youth crime, violence, delinquency, gang activity, drug and alcohol abuse, child neglect, teen pregnancy and literacy in efforts to promote civic responsibility, positive interaction with peers and authority figures, and conflict resolution; and

WHEREAS, these programs provide healthy and creative opportunities for education, social exchange and personal development through exciting hands-on activities supervised by caring volunteers; and

WHEREAS, Reverend John Powell has directly touched and been an inspiration in mentoring, educating, teaching and nurturing the physical, emotional, intellectual, social and spiritual well-being of these at-risk youth for the past 25 years;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. That the City Council of the City of Pensacola does hereby recognize and commend

REVEREND JOHN POWELL

for his leadership and development of Truth for Youth, Inc. to promote moral and civic responsibility and provide reinforcement, guidance and a positive foundation to young people.

Section 2. That a copy of this Resolution be presented to Reverend John Powell with the admiration, respect and deep appreciation of the Pensacola City Council.

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



Memorandum

File #: 18-20

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION NO. 18-20 - AUTHORIZING THE ISSUANCE OF AN AIRPORT REFUNDING REVENUE NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING AIRPORT REVENUE BONDS, SERIES 2008 (AMT) CURRENTLY OUTSTANDING IN THE AGGREGATE PRINCIPAL AMOUNT OF \$30,745,000.

RECOMMENDATION:

That City Council adopt Resolution No. 18-20.

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AN AIRPORT REFUNDING REVENUE NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$30,000,000 TO REFUND ALL OR A PORTION OF THE REMAINING AMOUNT OUTSTANDING OF THE AIRPORT REVENUE BONDS, SERIES 2008 (AMT), WHICH BONDS FINANCED CERTAIN CAPITAL IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; FIXING THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS, AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AWARDING THE SERIES 2018 NOTE; APPROVING A FORM OF ESCROW DEPOSIT AGREEMENT; APPOINTING AN ESCROW HOLDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 14, 2008, the City issued its Airport Revenue Bonds, Series 2008 (AMT), in the aggregate principal amount of \$35,780,000 (the "Series 2008 Bonds"). The Series 2008 Bond proceeds were used to finance a terminal expansion project, an aircraft apron expansion project, the construction of a 550 stall automobile parking lot, and the preparation of plans and specifications for the airport parking structure's expansion as well as retiring the outstanding Airport Improvement Revenue Bonds, Series 2006A and Airport Improvement

Revenue Bond, Subordinate Series 2006B.

As part of the April 2018 Monthly Financial Review the City Council was informed of the potential refunding of the Series 2008 Bonds. The Series 2008 Bonds maturing on October 1, 2019 and thereafter are subject to redemption prior to their respective stated dates of maturity at the option of the City, in whole or in part on any date on or after October 1, 2018 in such order of maturity as the City may determine at the redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption. The outstanding Series 2008 Bonds bear interest at fixed rates, ranging from 5.50% to 6.25% for the remaining bond years.

In order to take advantage of the lower interest rate market and in anticipation of the redemption date of October 1, 2019, City staff along with the City's Financial Advisor, Julie Santamaria of RBC Capital Markets, LLC, began reviewing market conditions and refinancing options. Current conditions indicate significant savings above the 3% minimum required by the City's Debt Incurrence and Administration Policy. With approximately twenty years left until maturity and \$30,745,000 in total principal amount outstanding, the decision to refinance the Series 2008 Bonds with a note privately placed with a financial institution is more feasible than refunding with long term, publicly offered bond financing. Interest savings are greater and professional fees are lower with a private placement as compared to a publicly offered bond issuance.

The City's Financial Advisor has recommended Compass Mortgage Corporation, an affiliate of BBVA Compass Bank, as the lender. Compass Mortgage Corporation has offered a twenty year private placement financing with a fixed interest rate of 3.93%. Interest will be paid semi-annually on October 1 and April 1 of each year commencing on October 1, 2018 and principal payments will be paid annually on October 1 commencing on October 1, 2018 and maturing on October 1, 2038. Net revenues of the Airport will secure the financing, however, the portion of the debt service on the Series 2018 Note that is PFC-eligible will be paid from passenger facility charge revenues.

Compass Mortgage Corporation was represented by John Gormley, Senior Vice President of BBVA Compass Bank, Pensacola, FL. The financing team also included Randy Clement, Esq. with Bryant Miller Olive, the City's Bond Counsel.

PRIOR ACTION:

July 24, 2008 - City Council approved Resolution 17-08 providing for the issuance of the Airport Revenue Bonds, Series 2008 in the original principal amount not to exceed \$39,000,000.

FUNDING:

N/A

FINANCIAL IMPACT:

The Airport is responsible for all professional fees incurred to refund the Series 2008 Bonds, estimated to be approximately \$95,000. On May 31, 2018 the City locked in a 3.93% fixed rate with Compass Mortgage Corporation, which will remain effective through July 30, 2018. The estimated average interest rate of the Series 2008 Bonds is 6.2%. The reduction in the average rate from approximately 6.2% to 3.93% results in an estimated annual cash flow savings of \$509,000 per year starting in fiscal year 2019 through maturity in fiscal

year 2038. Anticipated closing date is July 18, 2018.

CITY ATTORNEY REVIEW: Yes

5/31/2018

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Draft Resolution No. 18-20 (final to be distributed)

PRESENTATION: No

RESOLUTION NO. 18-20

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED JUNE 14, 2018

RELATING TO:

NOT EXCEEDING

\$30,000,000

CITY OF PENSACOLA, FLORIDA

AIRPORT REFUNDING REVENUE NOTE, SERIES 2018

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RESOLUTION NO. 18-20

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AN AIRPORT REFUNDING REVENUE NOTE, SERIES 2018, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 TO REFUND ALL OF THE REMAINING AMOUNT OUTSTANDING OF THE AIRPORT REVENUE BONDS, SERIES 2008 (AMT), WHICH BONDS FINANCED CERTAIN CAPITAL IMPROVEMENTS AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; FIXING THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS, AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AWARDING THE SERIES 2018 NOTE; APPROVING A FORM OF ESCROW DEPOSIT AGREEMENT; APPOINTING AN ESCROW HOLDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. AUTHORITY FOR THE RESOLUTION.

This Resolution is adopted pursuant to Chapters 166 and 332, Florida Statutes, and the Charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act"), and pursuant to (i) Section 17.P.(2) of Resolution No. 59-88 duly adopted by the Issuer on September 22, 1988, as amended and supplemented, particularly as amended and supplemented by Resolution 17-08 duly adopted by the Issuer on July 24, 2008 (collectively, the "Original Resolution"). This Resolution shall be deemed a supplement to the Original Resolution (and as supplemented hereby, the "Resolution").

Section 2. DEFINITIONS.

All terms defined in the Original Resolution shall have the same meaning herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. The following terms shall have the following meanings herein:

"Business Day" means any day except any Saturday, Sunday, legal holiday or day on which the payment office of the Holder is lawfully closed.

"CFC Loan Agreement" shall mean that certain Loan Agreement made and entered into as of February 4, 2008, between the Issuer and Bank of America, N.A., as amended and supplemented.

"CFC Obligation" shall mean the Issuer's obligations under the CFC Loan Agreement, and the related promissory note from the Issuer to Bank of America, N.A., a national banking association, and its successors and assigns.

"City Administrator" means the City Administrator of the Issuer, or any acting or interim City Administrator, or his or her designee.

"City Attorney" means the City Attorney of the Issuer, or his or her designee.

"Clerk" means the Clerk of the Issuer, any acting, deputy, or assistant Clerk, or his or her designee.

"Chief Financial Officer" means the Chief Financial Officer of the Issuer, or his or her designee.

"Escrow Deposit Agreement" shall mean an Escrow Deposit Agreement to be entered into by and between the Issuer and the Escrow Holder in substantially the form attached hereto as Exhibit E.

"Escrow Holder" shall mean TD Bank, N.A., or its successor and assigns.

"Holder" shall mean any Registered Owner in whose name the Series 2018 Note is issued, as established on the registration books of the Registrar maintained for such purpose, and shall mean initially with respect to the Series 2018 Note, the Original Purchaser.

"Mayor" means the Mayor of the Issuer or the City Administrator or Chief Financial Officer on behalf of the Mayor.

"Note Counsel" shall mean Bryant Miller Olive P.A. or other national recognized bond counsel firm selected by the Issuer.

"Note Registrar" or "Registrar" shall mean an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to perform the duties herein set forth for the Registrar of the Series 2018 Note, initially the Registrar shall be the Chief Financial Officer.

"Original Purchaser" shall mean Compass Mortgage Corporation, an Alabama corporation authorized to do business in Florida, and its successors and/or assigns.

"Parity Obligations" shall mean the outstanding Series 2010 Note, Series 2015 Note and Series 2017 Note and any Additional Parity Bonds hereafter issued in accordance with the Resolution.

"Paying Agent" shall mean an officer of the Issuer or the bank or trust company which the Issuer may from time to time designate to serve as paying agent for the Series 2018 Note, initially the Paying Agent shall be the Chief Financial Officer.

"Permitted Lender" shall mean any bank, trust company, savings institution, insurance company, dealer, investment company or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, that is engaged as a regular part of its business in making loans and is authorized to do business in the State of Florida.

"PFC Revenues" shall mean per-passenger enplanement passenger facility charges levied and collected by the Issuer and approved by the FAA under the provisions of Section 1113(e) of the Federal Aviation Act of 1958 (49 U.S.C. App 1513 (e)) or any successor legislation.

"Pledged PFC Revenues" shall mean PFC Revenues, if any, deposited into the Bond Fund for payment of that portion of the Annual Debt Service Requirement of the Series 2018 Note eligible to be paid from PFC Revenues.

"Refunded Bonds" shall mean all of the remaining amount outstanding of the Series 2008 Bonds.

"Refunded Bonds Redemption Date" shall have the meaning ascribed thereto in Section 10 of this Resolution.

"Registered Owner" shall have the meaning ascribed thereto in the Original Resolution.

"Second Subordinate Contracted Payments" shall have the meaning ascribed thereto in Section 3P of Resolution No. 38-10 adopted by the Issuer on September 23, 2010, authorizing the Series 2010 Note.

"Series 2008 Bonds" shall mean the Issuer's Airport Revenue Bonds, Series 2008 (AMT), issued in the original aggregate principal amount of \$35,780,000, dated as of August 14, 2008, authorized pursuant to Resolution No. 17-08 duly adopted on July 24, 2008.

"Series 2010 Note" shall mean the Issuer's Airport Revenue Note, Series 2010 (AMT), issued in the original principal amount of \$12,310,000, dated as of September 29, 2010, authorized pursuant to Resolution No. 38-10 duly adopted on September 23, 2010.

"Series 2015 Note" shall mean the Issuer's Airport Refunding Revenue Note, Series 2015, issued in the original principal amount of \$12,465,000, dated as of October 16, 2015, authorized pursuant to Resolution No. 54-15 duly adopted on October 8, 2015.

"Series 2017 Note" shall mean the Issuer's Airport Refunding Revenue Note, Series 2017, issued in the original principal amount of \$6,300,000, dated as of September 20, 2017, authorized pursuant to Resolution No. 17-48 duly adopted on September 14, 2017.

"Series 2018 Note" shall mean the Airport Refunding Revenue Note, Series 2018, authorized to be issued in Section 4 hereof and in the maximum principal amount set forth therein.

Section 3. FINDINGS.

It is hereby ascertained, determined and declared that:

A. The Issuer now owns, operates and maintains the Airport Facilities and derives Airport Revenues from fees, rates, rentals and other charges made and collected therefrom.

B. The Pledged Funds are not pledged or encumbered in any manner, except for (i) payment of the Parity Obligations, (ii) payment of the Refunded Bonds, which will be defeased on the date of issuance of the Series 2018 Note, (iii) payment of the CFC Obligation, junior and subordinate as to lien, and source of security and payment, to the payment of the Series 2018 Note and the Parity Obligations, and (iv) payment of the Second Subordinate Contracted Payments, in all manner second, junior and subordinate as to lien, and source of security and payment, to the payment of the Series 2018 Note, the Parity Obligations and the CFC Obligation. The Pledged PFC Revenues are not pledged or encumbered in any manner except for the Refunded Bonds, which will be defeased on the date of issuance of the Series 2018 Note.

C. Section 17.P. of the Original Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein.

D. The Issuer has complied, or will comply prior to delivery of the Series 2018 Note, with all the terms, conditions and restrictions contained in the Original Resolution. The Issuer is therefore legally entitled to issue the Series 2018 Note as an "Additional Parity Bond" and a "Senior Bond" within the authorizations contained in the Original Resolution and CFC Loan Agreement, respectively.

E. The Series 2018 Note herein authorized shall be on a parity and rank equally, as to lien on and source and security for payment from the Pledged Funds and in all other respects, with the Parity Obligations.

F. It is necessary and desirable to refund the Refunded Bonds in order to achieve a reduction in Annual Debt Service Requirements. The Series 2018 Note will be issued in a principal amount and at such interest rate that will result in a Maximum Annual Debt Service for the Series 2018 Note that is not greater than the existing Maximum Annual Debt Service of the Refunded Bonds. An amount sufficient to effect the refunding of the Refunded Bonds will be deposited in

an irrevocable escrow account established for the Owners of the Refunded Bonds, and shall be held in cash and Federal Securities, in accordance with Section 20 of the Original Resolution. Such cash and Federal Securities will be sufficient to make timely payments of all principal, interest and redemption premiums, if any, with respect to the Refunded Bonds to their scheduled maturity and/or to redeem and retire the callable Refunded Bonds on the Refunded Bonds Redemption Date.

G. The amount needed to refund the Refunded Bonds is not less than the net proceeds to be derived from the sale of the Series 2018 Note and certain amounts set aside for the Refunded Bonds in the Bond Fund and the Debt Service Reserve Fund (amounts in excess of the Reserve Requirement after issuance of the Series 2018 Note) at the time the Series 2018 Note is delivered. An amount sufficient to make timely payments of all presently outstanding principal and interest with respect to the Refunded Bonds and to redeem and retire such Refunded Bonds on the Refunded Bonds Redemption Date will be irrevocably deposited with the Escrow Holder and held for the holders of the Refunded Bonds.

H. The costs associated with the refunding of the Refunded Bonds shall be deemed to include legal expenses, fiscal expenses, expenses for estimates of costs and of revenues, accounting expenses, paying agent and registrar's fees, escrow holder and escrow verification agent fees, and expenses and such other expenses as may be necessary or incidental for the financing herein authorized.

I. The estimated Pledged Funds, together with any Pledged PFC Revenues, will be sufficient to pay all of the principal of and interest on the Series 2018 Note herein authorized and to pay all of the principal of and interest on the Parity Obligations, as the same become due, and to make all other payments required by the Original Resolution and this Resolution or otherwise required to be paid therefrom.

J. The Series 2018 Note and the interest thereon shall be payable solely from the Pledged Funds and the Pledged PFC Revenues and shall not constitute a general or moral debt liability or obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. The principal of and interest on the Series 2018 Note and all required sinking fund, reserve and other required payments shall not constitute a lien upon any Airport Facilities or any part thereof or any property of the Issuer, but shall be payable solely from and secured solely by the Pledged Funds and the Pledged PFC Revenues to the extent and in the manner provided herein and as provided for in the Original Resolution. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of the Series 2018 Note, the premium, if any, or the interest thereon or other costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from Pledged PFC Revenues and from the Pledged Funds, on a parity with the Parity Obligations, all in the manner provided herein and in the Original Resolution.

Section 4. AUTHORIZATION OF SERIES 2018 NOTE AND AUTHORIZATION OF REFUNDING.

(a) Subject and pursuant to the provisions hereof, an obligation of the Issuer to be known as the "Airport Refunding Revenue Note, Series 2018" herein defined as the "Series 2018 Note" is authorized to be issued in a principal amount not to exceed \$30,000,000 for the purpose of refunding the Refunded Bonds. Such Series 2018 Note shall be issued as an "Additional Parity Bond" under the Original Resolution and as a "Senior Bond" under the CFC Loan Agreement. Upon the issuance of the Series 2018 Note in accordance herewith and the Original Resolution, the authorization for the unissued, remaining portion of the Series 2018 Note set forth in the title hereof shall be deemed cancelled.

Because of the characteristics of the Series 2018 Note and prevailing market conditions, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Series 2018 Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2018 Note, the Issuer shall receive from the Original Purchaser a Lender's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

(b) There is hereby authorized the refunding of the Refunded Bonds in the manner provided herein and in the Escrow Deposit Agreement. The proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to issue and deliver the Series 2018 Note, to refund the Refunded Bonds, and to take all other action necessary or desirable to effect the same which are not inconsistent with the terms and provisions of the Resolution, including the payment of costs of issuance relating thereto from other legally available funds of the Issuer.

Section 5. RESOLUTION TO CONSTITUTE CONTRACT.

In consideration of the acceptance of the Series 2018 Note authorized to be issued hereunder by those who shall own the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holder. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holder, all of which shall be of equal rank and without preference, priority or distinction of the Series 2018 Note over any other thereof, on a parity with the Parity Obligations, except as expressly provided therein and herein.

Section 6. DESCRIPTION OF SERIES 2018 NOTE.

The Series 2018 Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Series 2018 Note shall have a fixed interest rate of 3.93% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months (the "Interest Rate").

(B) Principal and Interest Payment Dates. Interest on the Series 2018 Note shall be paid semi-annually on each April 1 and October 1, commencing October 1, 2018. The Series 2018 Note shall be a "Term Bond" with Amortization Installments payable annually, commencing October 1, 2018, in the amounts set forth on Schedule "I" attached to the Series 2018 Note. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2038.

(C) Prepayment of the Series 2018 Note. The Series 2018 Note shall be subject to prepayment as described in the Series 2018 Note.

(D) Form of the Series 2018 Note. The Note shall be issued in registered form in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Series 2018 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder, which denomination shall decrease commensurate with the reduction of principal as it is paid.

(F) Events of Default. The occurrence of any of the following shall constitute an Event of Default with regard to the Series 2018 Note:

(1) any enumerated Event of Default under Section 17.M. of the Original Resolution;

(2) violation of, or default in the observance or performance of, any agreement or covenant contained or referred to in this Resolution or the Original Resolution, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Issuer by the Original Purchaser a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, unless the nature of the default is such that it can be remedied but cannot be remedied within the 30-day period and the Original Purchaser agrees in writing to an extension of time (which agreement shall not be unreasonably withheld) and the Issuer institutes corrective action within the period agreed upon and diligently pursues such action until the default is remedied; or

(3) the Issuer admits in writing its inability to pay its obligations hereunder or under the Original Resolution, including its obligation with respect to any Additional Parity Bonds hereafter issued; or

(4) any warranty, representation, financial statement (specifically not including projections or estimates of financial performance or results), report, schedule, certificate, statement or other document heretofore, now, or hereafter, made or furnished to the Original Purchaser by or on behalf of the Issuer shall prove to be false or misleading in any material respect.

Section 7. EXECUTION AND AUTHENTICATION OF SERIES 2018 NOTE.

Notwithstanding the provisions of Section 8 of the Original Resolution and pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes the Mayor to execute the Series 2018 Note to be attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney and further authorizes the Mayor to take such other actions as shall be necessary to consummate the execution and delivery of the Series 2018 Note. The Certificate of Authentication of the Note Registrar shall appear on the Series 2018 Note, and no Series 2018 Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless such certificate shall have been duly executed with the manual signature of an authorized officer of the Note Registrar.

Section 8. REGISTRATION, TRANSFER AND EXCHANGE.

The transfer and exchange of the Series 2018 Note shall be registered in the registration books of the Issuer. The Chief Financial Officer of the Issuer is hereby designated as Registrar for the Series 2018 Note.

Upon surrender for transfer or exchange of the Series 2018 Note, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Holder or the transferee or transferees, as the case may be, a new fully registered Series 2018 Note of authorized denomination of the same maturity and interest rate for the aggregate principal amount which the Holder is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution.

Notwithstanding the above, ownership of the Series 2018 Note may be transferred or assigned only as a whole and only upon the Bond Register. Transfer of the Series 2018 Note (i) shall be restricted to Permitted Lenders, (ii) is not permitted in the event the remaining principal amount outstanding of the Series 2018 Note is less than \$100,000, and (iii) is subject to consent of the Issuer, which consent shall not be unreasonably withheld. The Series 2018 Note shall contain a legend that provides that the Registered Owner thereof shall not transfer the Series 2018 Note except as provided herein. Further, the Series 2018 Note shall not be transferred unless the transferee shall execute and deliver to the Registrar and to the Issuer a Lender's Certificate in substantially the form set forth in Exhibit "B" attached hereto.

Section 9. APPLICATION OF PROVISIONS OF THE ORIGINAL RESOLUTION.

A. The Series 2018 Note shall for all purposes be considered upon issuance to be an "Additional Parity Bond" issued under the authority of the Original Resolution, and shall be entitled to all the protection and security provided therein for the Parity Obligations, and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations.

The Series 2018 Note and the interest thereon shall not constitute a general or moral debt, liability or obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. The principal of and interest on Series 2018 Note and all required sinking fund and other required payments shall not constitute a lien upon any Airport Facilities, or any part thereof, or upon any other property of the Issuer, but shall be payable solely from and secured solely by the Pledged Funds and the Pledged PFC Revenues to the extent and in the manner provided herein and as provided for in the Original Resolution. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of the Series 2018 Note, the premium, if any, or the interest thereon or other costs incident thereto or (2) to pay the same from any other funds of the Issuer, except from Pledged PFC Revenues and from the Pledged Funds, on a parity with the Parity Obligations, all in the manner provided herein and in the Original Resolution.

The covenants and pledges contained in the Original Resolution are hereby incorporated by reference herein and shall be applicable to the Series 2018 Note in like manner as applicable to the Parity Obligations, except as specifically set forth herein. The principal of and interest on the Series 2018 Note shall be payable from the applicable funds and accounts established pursuant to the Original Resolution, all as provided herein and in the Original Resolution, on a parity with the Parity Obligations and any Additional Parity Bonds hereafter issued. The Pledged Funds shall be deposited in the Revenue Fund as provided in the Original Resolution and applied to the payment of the Series 2018 Note, on a parity with the Parity Obligations and any Additional Parity Bonds hereafter issued. The Issuer may deposit PFC Revenues in the Bond Fund to the extent and in the manner provided herein to be applied to the payment of the Series 2018 Note. Upon such deposit, such amounts shall constitute Pledged PFC Revenues and are hereby pledged to the payment of the Series 2018 Note and a lien is hereby granted thereon for the security of the Series 2018 Note. Whenever the Pledged Funds on deposit in the Bond Fund are insufficient for payment of all amounts due under the Resolution, any amounts therein shall be applied ratably to all of the Bonds outstanding, including the Series 2018 Note; provided, however, that the amount applied to the Series 2018 Note shall be adjusted for any PFC Pledged Revenues deposited in the Bond Fund for payment of such Series 2018 Note. Anything provided herein to the contrary, the Issuer shall have no obligation to deposit PFC Revenues in the Bond Fund for the payment of debt service on the Series 2018 Note.

Upon the issuance of the Series 2018 Note, the Debt Service Reserve Fund shall be funded in the amount equal to the Reserve Requirement. Amounts on deposit in the Debt Service

Reserve Fund in excess of the Reserve Requirement after issuance of the Series 2018 Note shall be applied as provided in Section 11 hereof. By acceptance of the Series 2018 Note, the Original Purchaser acknowledges that the Series 2017 Note is not secured by the Debt Service Reserve Fund and that the Issuer may elect that specified Additional Parity Bonds issued in the future shall not be secured by the Debt Service Reserve Fund and that debt service thereon shall not be included in the calculation of the Reserve Requirement.

B. Upon the issuance of the Series 2018 Note, the Issuer shall, in each month thereafter, increase the amounts of the deposits from Pledged Funds in the Revenue Fund on a parity with the other payments to the Bond Fund pursuant to Section 17.B. of the Original Resolution to provide for the payment of the principal (including Amortization Installments) and interest required in respect of the Series 2018 Note; provided, however, that the amount applied to the Series 2018 Note shall be adjusted for any PFC Pledged Revenues deposited in the Bond Fund for payment of such Series 2018 Note.

C. The gross amount required to pay principal of or interest and Amortization Installments on the Series 2018 Note on any payment date shall be deposited in trust for such purposes with the Paying Agent in immediately available funds on such payment date. Notwithstanding the provisions of the Original Resolution, so long as (1) the Issuer is not in default in the payment of principal, premium, if any, and interest on the Parity Obligations, and (2) all amounts required to be on deposit in the Debt Service Reserve Fund pursuant to Section 17.B.(4) of the Original Resolution are then current, and (3) the Issuer has not been notified of its default under the provisions of any applicable Reserve Account Insurance Policy, then the failure to deposit the Pledged Funds into the Revenue Fund and Bond Fund in the amounts required hereunder or under the Original Resolution shall not be deemed a default hereunder or under the Original Resolution so long as the full amount of such deposits necessary to make all such payments with respect to the Series 2018 Note, the Parity Obligations or any Additional Parity Bonds then outstanding are deposited with the Paying Agent on or prior to the date such payments are due.

D. The Issuer hereby irrevocably commits the application of all PFC Revenues deposited by the Issuer into the Bond Fund to the payment of that portion of the Annual Debt Service Requirement of the Series 2018 Note eligible to be paid from PFC Revenues. Nothing herein shall be deemed to establish or require the Issuer to deposit any particular amount of PFC Revenues in any year into the Bond Fund. The Issuer reserves the right, in its sole discretion, to use PFC Revenues for any lawful purpose under applicable regulations relating to Passenger Facility Charges. However, any amount of PFC Revenues deposited into the Bond Fund shall be subject to the irrevocable commitment of such PFC Revenues to the payment of the portion of the Annual Debt Service Requirement of the Series 2018 Note eligible to be paid in such Bond Year from the PFC Revenues.

Section 10. APPLICATION OF PROCEEDS OF SERIES 2018 NOTE; APPROVAL OF ESCROW DEPOSIT AGREEMENT.

All moneys received from the sale of the Series 2018 Note, together with other legally available funds of the Issuer necessary to fully pay and redeem the Refunded Bonds on the Refunded Bonds Redemption Date and to pay other costs due in respect of the Refunded Bonds, shall be deposited in the Escrow Account established pursuant to the Escrow Deposit Agreement, all as set forth and as directed by the terms of the Escrow Deposit Agreement.

The form of the Escrow Deposit Agreement, in substantially the form attached hereto as Exhibit E, is hereby approved, subject to such changes, insertions and omissions and such filling of blanks therein as may be made in such form and approved by the Mayor, such execution and delivery to be conclusive evidence of such approval. The Escrow Deposit Agreement shall be executed in the name of the Issuer by the Mayor, attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney. The Escrow Deposit Agreement may be signed and sealed on behalf of the Issuer by any person who at the actual time of the execution of such Escrow Deposit Agreement shall hold the appropriate office of the Issuer, although at the date thereof the person may not have been so authorized.

Subject to the execution and delivery of the Series 2018 Note for the purpose of refunding the Refunded Bonds, the Issuer hereby elects to irrevocably call the callable Refunded Bonds maturing on or after October 1, 2019, for early redemption on October 1, 2018, or such other date as determined by the Mayor in the Escrow Deposit Agreement (the "Refunded Bonds Redemption Date"). The Issuer directs TD Bank, N.A., in its capacity as Paying Agent for the Refunded Bonds (the "2008 Paying Agent"), to mail a notice of the redemption of the callable Refunded Bonds not less than thirty (30) days prior to such redemption date to each holder thereof in accordance with the requirements of Section 9 of Resolution No. 17-08 adopted by the Issuer on July 24, 2008, in the form to be prepared by Note Counsel. Furthermore, upon issuance of the Series 2018 Note for the purposes of refunding the Refunded Bonds, the Issuer hereby directs the 2008 Paying Agent to mail a notice of defeasance to each holder of the Refunded Bonds in the form to be prepared by Note Counsel.

Section 11. DISPOSITION OF EXISTING FUNDS.

Amounts held in the Bond Fund with respect to the Refunded Bonds and moneys in the Debt Service Reserve Fund in excess of the Reserve Requirement after issuance of the Series 2018 Note will be applied to defease the Refunded Bonds.

Section 12. NOTICE AND REPORTING REQUIREMENTS.

A. Promptly after the Issuer becomes aware of the same, the Issuer will notify the Original Purchaser of any default hereunder and/or the pendency of litigation material to the Issuer's ability to repay the Series 2018 Note, specifying in each case the nature thereof and what

action the Issuer has taken, is taking and/or proposes to take with respect thereto.

B. The Issuer shall furnish to the Original Purchaser each of the following:

(1) Annual Financial Statements. The audited financial statements of the Issuer prepared in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States for each fiscal year thereof within five (5) days of receipt, but no later than 180 days after the close of such fiscal year.

(2) Annual Budget. A copy of the Issuer's annual budget within thirty (30) days of the beginning of each Fiscal Year.

(3) Other Information. Such other information as the Lender may from time to time reasonably request, including but not limited to certain operating indicators and covenant calculations provided under the heading, "Pensacola International Airport" of the Issuer's annual Report to Bondholders.

Section 13. AUTHORIZATION OF ALL NECESSARY ACTION; NO PERSONAL LIABILITY.

The Mayor, City Administrator, City Attorney, the Clerk, the Chief Financial Officer and such other authorized officers, employees and agents of the Issuer, are each designated as agents of the Issuer and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Issuer that are necessary or desirable in connection with the issuance and sale of the Series 2018 Note to the Original Purchaser and the refunding and redemption of the Refunded Bonds and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the Series 2018 Note heretofore taken by the Issuer.

No covenant, stipulation, obligation or agreement contained in the Resolution or the Series 2018 Note shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Issuer in his or her individual capacity, and none of the Mayor, the members of the City Council of the Issuer, nor any person executing the Series 2018 Note shall be liable personally thereon or shall be subject to any personal liability or accountability by reason of the execution and delivery thereof.

Section 14. APPROVAL OF PAYING AGENT AND ESCROW HOLDER; VERIFICATION AGENT.

The Paying Agent for the Series 2018 Note shall be the Chief Financial Officer of the Issuer. TD Bank, N.A., is hereby appointed as Escrow Holder with respect to the Refunded Bonds. The

Issuer hereby also authorizes the Mayor to engage such professionals as in his discretion are competent to provide a verification report with respect to the Refunded Bonds.

Section 15. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2018 Note issued hereunder.

Section 16. REPEALING CLAUSE.

All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed; provided, however, that nothing herein shall effect any vested rights of the Holder or holders of the Parity Obligations.

Section 17. VENUE; ATTORNEY'S FEES; APPLICABLE LAW.

Venue for any claim, action or proceeding arising out of this Resolution or the Series 2018 Note shall be Escambia County, Florida.

The prevailing party in any action, claim or proceeding arising out of this Resolution or the Series 2018 Note shall be entitled to attorney's fees and costs from the losing party.

The laws of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Resolution and the Series 2018 Note.

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Section 18. EFFECTIVE DATE.

This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the Issuer.

Adopted: June 14, 2018

[SEAL]

Approved: _____
Gerald Wingate, Council President

ATTEST:

Ericka L. Burnett, City Clerk

DRAFT

EXHIBIT A

FORM OF SERIES 2018 NOTE

No. R-1

\$29,678,000

TRANSFER OF REGISTRATION OF THIS NOTE IS RESTRICTED. SEE SECTION 8 OF
RESOLUTION NO. 18-20 HEREIN DESCRIBED.

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PENSACOLA, FLORIDA
AIRPORT REFUNDING REVENUE NOTE, SERIES 2018

Rate of Interest
3.93%

Maturity Date
October 1, 2038

Dated Date
July 18, 2018

Registered Owner: COMPASS MORTGAGE CORPORATION

Principal Amount: TWENTY-NINE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND
DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter called "Issuer") for value received, hereby promises to pay solely from the sources hereafter described, the Principal Amount hereof, to the Registered Owner identified above, or registered assigns, and to pay, solely from said sources, interest on said sum from the Dated Date or from the most recent interest payment date to which interest has been paid, at the above Rate of Interest, calculated on the basis of a 360 day year of twelve 30-day months, until payment of such sum, such interest being payable on October 1, 2018, and semi-annually thereafter on the first day of April and October in each year. The principal amount hereof shall be subject to payment by Amortization Installments on the dates and in the amounts set forth on Schedule I attached hereto, with the remaining principal balance, together with any unpaid interest accrued thereon, due and payable on October 1, 2038.

All amounts due hereunder shall be paid by the Issuer by wire transfer to the account designated by the Registered Owner to the Registrar, such designation to occur in writing at least five (5) days before the date such payment is due. All such sums payable hereunder shall be payable in any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public or private debts.

This Note is issued to finance the cost of refunding the Issuer's Airport Revenue Bonds, Series 2008 (AMT), which Series 2008 Bonds financed certain capital improvements to the Airport Facilities pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapters 166 and 332, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and Section 17.P. of Resolution No. 59-88, duly adopted by the Issuer on September 22, 1988, particularly as amended and supplemented by Resolution 17-08 duly adopted by the Issuer on July 24, 2008 (as amended and supplemented, the "Original Resolution"), and as particularly supplemented by Resolution No. 18-20, duly adopted by the Issuer on June 14, 2018 (the "2018 Resolution" and together with the Original Resolution, collectively referred to herein as the "Resolution") and is subject to all the terms and conditions of the Resolution, the provisions of which are incorporated herein by reference. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note is a special limited obligation of the Issuer payable solely from and secured solely by an irrevocable lien upon and pledge of the (i) Net Revenues of the Airport Facilities, (ii) until otherwise applied as provided in the Resolution, certain monies held in the funds and accounts under the Resolution and the income from the investment thereof, and (iii) the net proceeds of insurance on the Airport Facilities until applied to the acquisition or construction of the Airport Facilities with respect to which such proceeds were realized, all in the manner provided in the Resolution (hereinafter collectively referred to as the "Pledged Funds"). The lien upon and pledge of the Pledged Funds securing the Series 2018 Note is on a parity with the Issuer's outstanding Airport Revenue Note, Series 2010, Airport Refunding Revenue Note, Series 2015 and Airport Refunding Revenue Note, Series 2017 (collectively, the "Parity Obligations") and any Additional Parity Bonds hereafter issued, all in the manner provided in the Resolution. This Note is further secured by certain PFC Revenues, to the extent that such PFC Revenues are deposited into the Bond Fund to pay that portion of the Annual Debt Service Requirement of this Series 2018 Note eligible to be paid from the PFC Revenues, all to the extent and in the manner provided in the 2018 Resolution.

This Note and the interest thereon shall be payable solely from the Pledged Funds and the Pledged PFC Revenues and shall not constitute a general or moral debt, liability or obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation. The principal of and interest on the this Note and all required sinking fund, reserve and other required payments shall not constitute a lien upon any Airport Facilities or any part thereof or any property of the Issuer, but shall be payable solely from and secured solely by the Pledged Funds and the Pledged PFC Revenues to the extent in the manner provided herein and as provided for in the Original Resolution. Neither the State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of this Note, the premium, if any, or the interest thereon or other costs incident thereto or (2) to pay the same from any other funds of the Issuer,

except from Pledged PFC Revenues and from the Pledged Funds, on a parity with the Parity Obligations, all in the manner provided in the 2018 Resolution and in the Original Resolution.

This Note is subject to prepayment prior to maturity on the dates and at the prices as more fully described in Schedule "II" hereto.

If the date for payment of the principal of, premium, if any, or interest on this Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

In and by the Resolution the Issuer has made certain covenants and agreements with the Registered Owner of the Note, and reference is hereby made to the Resolution for a description of such covenants and agreements. Pursuant to the Resolution, the Issuer has reserved the right to issue additional Bonds, payable on a parity with this Note, in the manner, and upon the terms and conditions provided in the Resolution.

The Issuer may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary. No transfer of this Note shall be effective until the same has been surrendered to the Issuer for transfer and a new Note has been issued in the name of the transferee.

Ownership of this Note may be transferred or assigned only as a whole and only upon the Bond Register. Transfer of this Note (i) shall be restricted to Permitted Lenders, (ii) is not permitted in the event the remaining principal amount outstanding hereof is less than \$100,000 and (iii) is subject to consent of the Issuer, which consent shall not be unreasonably withheld. Further, this Note shall not be transferred unless the transferee shall execute and deliver to the Registrar and to the Issuer a Lender's Certificate in substantially the form set forth in Exhibit "B" of the 2018 Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

This Note shall not be deemed valid or obligatory for any purpose unless it shall have been duly executed by the manual signature of an authorized officer of the Registrar.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Note and has caused the same to be executed by the manual signature of the Mayor, attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney, as of the Dated Date set forth above.

CITY OF PENSACOLA, FLORIDA

[SEAL]

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

By: _____
Ericka L. Burnett, City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

[Remainder of page intentionally left blank]

CERTIFICATE OF AUTHENTICATION OF NOTE REGISTRAR

This Note constitutes the Airport Refunding Revenue Note, Series 2018, as herein described. The Principal Amount, Rate of Interest, Maturity Date and Registered Owner shown above are correct in all respects and have been recorded, along with the applicable federal taxpayer identification number and the address of the Registered Owner, in the Note Register maintained at the principal office of the undersigned.

CHIEF FINANCIAL OFFICER OF THE CITY
OF PENSACOLA, FLORIDA, as Registrar

Date of Authentication

SCHEDULE I
AMORTIZATION INSTALLMENTS

Payment Date (October 1)	Amortization Installment
2018	\$ 324,000
2019	994,000
2020	1,035,000
2021	1,074,000
2022	1,116,000
2023	1,157,000
2024	1,202,000
2025	1,254,000
2026	1,304,000
2027	1,352,000
2028	1,403,000
2029	1,456,000
2030	1,518,000
2031	1,577,000
2032	1,636,000
2033	1,702,000
2034	1,769,000
2035	1,841,000
2036	1,913,000
2037	1,990,000
2038*	2,061,000
Total	<u>\$29,678,000</u>

*Maturity Date

SCHEDULE II
TO SERIES 2018 NOTE
PREPAYMENT PROVISIONS

On any date on or after July 18, 2028, the Series 2018 Note is subject to prepayment prior to maturity at the option of the Issuer, in whole or in part, upon not less than ten (10) days prior written notice to the Registered Owner, at a price of par plus accrued interest to the date of prepayment.

On any date prior to July 18, 2028, the Series 2018 Note is subject to prepayment prior to maturity at the option of the Issuer, in whole or in part, upon not less than ten (10) days prior written notice to the Registered Owner; provided, however, if the Issuer makes any prepayment of the outstanding principal amount of the Series 2018 Note pursuant to this paragraph, the Issuer shall pay to the Registered Owner a prepayment fee equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

Definitions:

"**AYD**" means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the date on which the Series 2018 Note was issued, for a maturity that is the same as the term of the Series 2018 Note upon issuance (rounded to the nearest whole number of 30-day months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the Series 2018 Note upon issuance, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the Series 2018 Note at the Prepayment Date (rounded to the nearest whole number of 30-day months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the Series 2018 Note on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported will be used.

"**H.15 Report**" means the Federal Reserve Board's Statistical Release H.15, "Selected Interest Rates". Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board's website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, the Registered Owner may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

"**Average Principal**" means the simple average of (i) the principal balance on the Prepayment Date, and (ii) the principal balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the Series 2018 Note (plus any accrued and unpaid fees or other sums owed under the Resolution or the Series 2018 Note).

"Percent Prepaid" means the percentage determined by dividing the principal amount of the Series 2018 Note being prepaid by the principal balance outstanding on the Prepayment Date.

"Days Remaining" means the number of days (assuming a convention of twelve 30-day months per year) from the Prepayment Date through the maturity date of the Series 2018 Note.

"Prepayment Date" means the date on which Registered Owner receives the prepayment.

Prepayment in full shall consist of payment of the remaining principal amount outstanding, together with all accrued and unpaid interest and all other amounts, costs and expenses for which the Issuer is responsible under the Resolution or Series 2018 Note. Prepayment in part shall consist of payment of any portion of the remaining principal amount outstanding. So long as the Lender is the Registered Owner of the Series 2018 Note and unless otherwise agreed to by the Lender in writing and provided that the Issuer is current on all amounts due under the Resolution and Series 2018 Note, payments applied to the repayment of the Series 2018 Note before Lender's creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the repayment of the Series 2018 Note after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by the Lender in writing and provided that the Issuer is current on all amounts due, payments applied to the replacement of the Series 2018 Note before Lender's creation of a billing statement for the next payment due shall not relieve the Issuer of the Issuer's obligation to continue making, uninterrupted, payments under the Series 2018 Note. Except for billing statements requested by the Issuer in writing, billing statements presented to the Issuer more than 30 days or less than 10 days prior to a scheduled payment date on the Series 2018 Note shall be of no force or effect. The Issuer agrees not to send any prepayments marked "paid in full", "without recourse", or similar language. If the Issuer sends such a payment, the Registered Owner may accept it without losing any of its rights under the Series 2018 Note, and the Issuer will remain obligated to pay any further amounts owed or that may become owed to the Owner. So long as the Lender is the Registered Owner of the Series 2018 Note, all written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to: Compass Bank, PO Box 3096, Birmingham AL 35202.

EXHIBIT B

LENDER'S CERTIFICATE

July 18, 2018

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

Bryant Miller Olive P.A.
255 South Orange Avenue, Suite 1350
Orlando, Florida 32801

To Whom It May Concern:

We certify that the following are true and correct in relation to the loan by Compass Mortgage Corporation (the "Lender") of \$29,678,000 evidenced by the Airport Refunding Revenue Note, Series 2018 (the "Note") dated July 18, 2018, and issued by the City of Pensacola, Florida (the "Issuer") pursuant to Resolution No. 59-88, duly adopted by the Issuer on September 22, 1988, as amended and supplemented, particularly as amended and supplemented by Resolution 17-08 duly adopted by the Issuer on July 24, 2008 and as particularly amended and supplemented by Resolution No. 18-20, duly adopted by the Issuer on June 14, 2018 (collectively, the "Resolution"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto by the Resolution.

1. The Lender is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act") or a "qualified institutional buyer" (as defined under Rule 144A of the 1933 Act).
2. The Lender is a corporation that is engaged as a regular part of its business in making loans.
3. The Lender has made its own inquiry and analysis with respect to the Issuer, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.
4. The Lender has received the financial information requested by the Lender from the Issuer in connection with the Note and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the Note

and the financial condition and creditworthiness of the Issuer as the Lender has deemed necessary to receive in connection with determining whether to make the loan evidenced by the Note.

5. The Lender has not relied upon any representations made by any officials of the Issuer, its agents, employees, counsel or representatives, in reaching its decision to make the loan evidenced by the Note, other than the certificates, opinions, resolutions, or other documents executed in relation to the delivery to the Lender of the Note, but has relied solely upon the documentation referred to in this and the preceding paragraph.

6. The Lender understands that (i) the loan is evidenced by the Note, (ii) there is only one Note and the aggregate principal amount of the Note is the Principal Amount set forth on such Note, (iii) the Note may not be transferred except in whole, and (iv) any transfer (A) must be to a Permitted Lender, (B) is not permitted in the event the remaining principal amount Outstanding of the Note is less than \$100,000, and (C) is subject to consent of the Issuer, which consent shall not be unreasonably withheld.

"Permitted Lender" means any bank, trust company, savings institution, insurance company, dealer, investment company or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, that is engaged as a regular part of its business in making loans and is authorized to do business in the State of Florida.

7. The Lender is not acting as a broker or other intermediary and is acquiring the Note, as evidence of a privately negotiated loan, from its own capital for its own accounts and not with a view to the resale or other distribution of all or any part thereof or any interest therein to others.

8. The Lender acknowledges that it is permitted to transfer the Note only upon compliance with the requirements of the Resolution and the Note.

9. The interest rate established for the Note was established at arms length between the Lender and the Issuer.

10. The Lender further represents, warrants and covenants that:

(i) it is not funding the loan represented by the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;

(ii) it understands that no CUSIP will be obtained with respect thereto; and

(iii) it understands the Note carries no rating from any credit rating agency.

This letter is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the Issuer and Bryant Miller Olive P.A., as Note Counsel for the Issuer, and may not be relied upon by or published or communicated to, any other person without our express written consent. The Lender disclaims any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to the Lender's attention.

COMPASS MORTGAGE CORPORATION

By: _____

Name: John Gormley

Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as Purchaser, proposes to negotiate with the City of Pensacola, Florida (the "Issuer") for the private purchase of its \$29,678,000 City of Pensacola, Florida, Airport Refunding Revenue Note, Series 2018 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$7,000.00

(Watson Sloane Johnson PLLC)

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to refinance all of the remaining amount outstanding of the Issuer's Airport Revenue Bonds, Series 2008 (AMT).

Unless earlier prepaid, the Note is expected to be repaid on October 1, 2038. At an interest rate of 3.93%, total interest paid over the life of the Note is estimated to be \$13,810,218.03.

The Note will be payable solely from the Pledged Funds and the Pledged PFC Revenues to the extent and in the manner described in Resolution No. 59-88 adopted by the Issuer on

September 22, 1988, as amended and supplemented (the "Original Resolution"), particularly as amended and supplemented by Resolution No. 18-20 duly adopted by the Issuer on June 14, 2018 (the "2018 Resolution"). See the Original Resolution for a definition of Pledged Funds and the 2018 Resolution for a definition of Pledged PFC Revenues. Issuance of the Note is estimated to result in an annual maximum of approximately \$2,149,814.60 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Compass Mortgage Corporation
5055 Bayou Boulevard
Pensacola, Florida 32503

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 18th day of July, 2018.

COMPASS MORTGAGE CORPORATION

By: _____
Name: John Gormley
Title: Senior Vice President

EXHIBIT D

COMMITMENT

[Follows]

DRAFT

Summary of Terms and Conditions of Proposed Credit Facility

RE: Up to \$30,000,000 Non-Bank Qualified Tax-Exempt Term Loan Facility

This summary of indicative terms and conditions is not a commitment to lend or to provide any other service related to a financing. Any such commitment or undertaking will be issued only in writing subject to appropriate documentation, the terms of which are not limited to those set forth herein. This summary of indicative terms and conditions is intended as an outline of certain of the material terms of a proposed financing and is not intended to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive loan documents, and is subject to, among other things, completion of due diligence and credit approval by BBVA Compass.

Borrower:	City of Pensacola, Florida (“Borrower” or “City”)
Lender:	Compass Mortgage Corporation (“BBVA Compass” or “Lender” or “Bank”)
Facility:	Up to \$30,000,000.00 Tax-Exempt Term Loan Facility (“Term Loan” or “Facility”).
Purpose:	Proceeds to be used to (i) Refund the City’s Airport Capital Improvement Revenue Bonds, Series 2008.
Maturity:	Up to 20 years
Repayment:	Annual principal beginning 10/1/2018 and Semi-annual interest payments beginning 4/01/2019 until maturity (10/1/2038). Repayment is based on 20 year amortization. See Exhibit A of sample customized Debt Schedule.
Interest Rate:	As of May 31, 2018 if the facility were to close and fully fund, the indicative tax-exempt fixed rate would be 3.93% . The actual rate will be determined upon formal selection of this proposal. At that point in time, the rate can be locked in for a period of up to 60 days. Should Facility not close subsequent to rate lock due to City entering into agreement with another financial institution, a make whole breakage fee will be assessed to the Borrower in accordance with the make whole provision provided in Exhibit B. Once the City Council formally approves the acceptance of the proposal, the make whole breakage fee shall be enforced if loan doesn’t close by July 30, 2018.
Prepayment:	Facility may be prepaid prior to the 10 th anniversary of closing subject to a “make whole” provision provided in Exhibit B, this may or may not include a prepayment premium based on then existing market conditions. Facility may be prepaid in part or in full at any time after the 10 th anniversary of closing for no additional penalty.
Security:	The Term Loan evidenced and ordered paid by this Facility is secured by a Senior lien pledge of the (i) Net Revenues of the Airport Facilities, and (ii) Cash Funded Debt Service Reserve Fund; both defined in the Series 2008 Official Statement.

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This term sheet does not represent a commitment to lend and may not be relied upon as such.

Financial Reporting:

- Annual audited financial statements of Borrower prepared in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States, due within 5 days of receipt, however in no event later than 180 days of fiscal year end.
- Annual Borrower Prepared Budget shall be due within 30 days of the beginning of each fiscal year. Budget shall include at a minimum: income statement, balance sheet, with details on capital expenditures and financing plans.
- Borrower shall furnish at Lender's request such additional information that Lender may from time to time reasonably request including but not limited to the Airport's operating indicators and covenant calculations as presented in the Report to Bondholders

Financial Covenants:

- All covenants and provisions described in the 2008 OS apply to the subject request, including, but not limited to the below:
- Rate Covenant: City has covenanted to fix, establish, maintain and collect such rates, fees, rentals, and other charges for the use and services of the Airport Facilities that will always provide Net Revenues sufficient to pay one hundred twenty-five percent (125%) of the current Annual Debt Service Requirement.
- Additional Bonds Test: All Bonds then outstanding and for the proposed Additional Parity Bonds will equal at least 1.25%.
- Events of Default: include but are not limited to (i) non-payment of principal and interest due on any Bond or any Payment Obligation, (ii) incapable of fulfilling its obligations under the original Bond Resolution or under any supplemental resolution, (iii) bankruptcy or judgments, and (iv) default on any covenants.

**Representations,
Warranties and
Additional Covenants:**

- Maintenance of existence.
 - Notices of (i) default, (ii) material litigation.
- Additional representations and warranties, and other affirmative and negative covenants that Lender considers customary and reasonably appropriate for the Facility. Such representations may include, but are not limited to: a written opinion from Borrower's Counsel, in form and substance acceptable to Lender and Lender's Counsel, that all documents are valid, binding and enforceable in accordance with their terms, that execution and delivery of documents has been duly authorized, and addressing such other matters as the Lender and the Lender's Counsel deem appropriate

Closing Costs:

Borrower will pay all reasonable closing costs. Bank Counsel (Brian Watson with Watson, Sloane, Johnson Law Firm in Orlando) will charge a maximum of \$7,000 to review and negotiate all documents that are generated by Bond Counsel.

Conditions Precedent:

- Properly executed documents in form and substance satisfactory to Lender and/or Lender's counsel evidencing or supporting the Facility, which may include, but are not limited to, a promissory note and/or credit agreement, pledge or security agreements, financing statements and general/unlimited/unconditional guarantees.
- Additional conditions precedent that Lender considers customary and reasonably appropriate for the Facility.

**Note, all of the foregoing are subject to Lender's receipt and satisfactory review.*

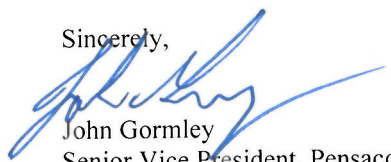
Acceptance:

This proposal will expire May 31, 2018. If for any reason the Borrower wishes to extend the selection period, Lender reserves the right to revise the proposal.

We sincerely appreciate the opportunity to present you with this Summary of Terms and Conditions. Should you have any questions about any aspect of this document, please do not hesitate to contact me at 850-501-0460.

Thank you in advance for your consideration.

Sincerely,



John Gormley
Senior Vice President, Pensacola FL

CONFIDENTIAL

This term sheet does not represent a commitment to lend and may not be relied upon as such.

This term sheet is issued in reliance on the accuracy of all information, representations, schedules, and other data and materials submitted by Borrower, all of which are deemed material. This term sheet does not contain all of the terms and conditions or other provisions that may be included in the final documents evidencing the Facility, and is issued at a time before Lender has undertaken a full business, credit, and legal analysis of Borrower and the Facility.

The terms and provisions of this correspondence are confidential and may not be disclosed by Borrower to any other person or entity. However, the foregoing restrictions on disclosure shall not apply to disclosure(s): (i) to Borrower's legal counsel for purposes of advising Borrower with respect hereto and provided, however, that such counsel agrees to preserve the confidentiality of this correspondence; or (ii) in response to any properly issued subpoena from any court or other governmental authority with jurisdiction over Borrower, provided that Lender has been furnished reasonable advance notice of the intended disclosure and the opportunity to prevent or limit the scope of any such disclosure.

This term sheet is intended for the sole and exclusive benefit of Borrower and Lender and may not be relied upon by third parties.

CONFIDENTIAL

This term sheet does not represent a commitment to lend and may not be relied upon as such.

EXHIBIT A: Amortization Schedule

See Attachment

Date	Principal CF
10/1/2018	324,000
10/1/2019	994,000
10/1/2020	1,035,000
10/1/2021	1,074,000
10/1/2022	1,116,000
10/1/2023	1,157,000
10/1/2024	1,202,000
10/1/2025	1,254,000
10/1/2026	1,304,000
10/1/2027	1,352,000
10/1/2028	1,403,000
10/1/2029	1,456,000
10/1/2030	1,518,000
10/1/2031	1,577,000
10/1/2032	1,636,000
10/1/2033	1,702,000
10/1/2034	1,769,000
10/1/2035	1,841,000
10/1/2036	1,913,000
10/1/2037	1,990,000
10/1/2038	2,061,000

CONFIDENTIAL

This term sheet does not represent a commitment to lend and may not be relied upon as such.

EXHIBIT B: Make Whole Provision

Prepayment. Borrower agrees that all loan fees and other prepaid charges are earned fully as of the date of the loan and will not be subject to refund, except as required by law. Subject to the prepayment fee and other conditions provided herein, Borrower may pay all or a portion of the amount owed before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan before such amounts are due. Prepayment in part shall consist of payment of any portion of the unpaid principal balance before it is due. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the loan before Lender's creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the loan after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by Lender in writing and provided that Borrower is current on all amounts due, payments applied to the loan before Lender's creation of a billing statement for the next payment due shall not relieve Borrower of Borrower's obligation to continue making, uninterrupted, payments under this Note.

Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amounts owed or that may become owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to: Compass Bank, PO Box 3096, Birmingham AL 35202.

Prepayment Fee. If Borrower makes any prepayment of the outstanding principal balance on the Note, Borrower shall pay to Lender a prepayment fee equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

Definitions:

"AYD" means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the date on which the loan was originated, for a maturity that is the same as the term of the loan at origination (rounded to the nearest whole number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the loan at origination, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the loan at the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the loan on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported will be used.

"H.15 Report" means the Federal Reserve Board's Statistical Release H.15, "Selected Interest Rates". Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board's website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, Lender may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

"Average Principal" means the simple average of (i) the principal loan balance on the Prepayment Date, and (ii) the principal loan balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the loan (plus any accrued and unpaid fees or other sums owed under the loan documents).

"Percent Prepaid" means the percentage determined by dividing the principal amount of the loan being prepaid by the principal loan balance outstanding on the Prepayment Date.

"Days Remaining" means the number of days from the Prepayment Date through the maturity date of the loan.

"Prepayment Date" means the date on which Lender received the prepayment.

CONFIDENTIAL

This term sheet does not represent a commitment to lend and may not be relied upon as such.

EXHIBIT E

FORM OF ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of July 18, 2018, by and between the CITY OF PENSACOLA, FLORIDA (the "Issuer"), and TD BANK, N.A., as Escrow Holder, and its successors and assigns (the "Escrow Holder");

W I T N E S S E T H:

WHEREAS, the Issuer previously issued its Airport Revenue Bonds, Series 2008 (AMT) (the "Series 2008 Bonds"); and

WHEREAS, the Issuer now desires to currently refund all of the Series 2008 Bonds (the "Refunded Bonds"); and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer's obligations relating to the Refunded Bonds; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Holder agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

- (a) "Agreement" shall mean this Escrow Deposit Agreement.
- (b) "Bonds" shall have the meaning ascribed thereto in the Refunded Bonds Resolution.
- (c) "Escrow Account" shall mean the account hereby created and entitled Escrow Account established and held by the Escrow Holder pursuant to this Agreement in which cash and investments will be held for payment of the principal, interest, and redemption premium, if any, on the Refunded Bonds.
- (d) "Government Obligations" shall mean securities of the type which are described in the definition of "Federal Securities" in Section 3 of the Refunded Bonds Resolution and which are specifically described on Schedule C attached hereto.
- (e) "Issuer" shall mean the City of Pensacola, Florida.
- (f) "Note Counsel" shall mean Bryant Miller Olive P.A., or any other law firm nationally-recognized in the area of public finance.

- (g) "Refunded Bonds" shall have the meaning ascribed above.
- (h) "Refunded Bonds Redemption Date" shall mean October 1, 2018.
- (i) "Refunded Bonds Resolution" shall mean Resolution No. 59-88 adopted by the Issuer on September 22, 1988, as amended and supplemented.
- (j) "Series 2018 Note" shall mean the \$29,678,000 Airport Refunding Revenue Note, Series 2018.
- (k) "Total Debt Service for the Refunded Bonds" shall mean the sum of the principal of, redemption premium, if any, and interest remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto, taking into account that, pursuant to Resolution No. 18-20 adopted by the Issuer on June 14, 2018, the Refunded Bonds maturing on or after October 1, 2019, shall be called for early redemption on the Refunded Bonds Redemption Date.

SECTION 2. Deposit of Funds. The Issuer hereby deposits \$31,690,123.84, which amount is equal to the Total Debt Service for the Refunded Bonds, with the Escrow Holder for deposit into the Escrow Account, in immediately available funds, which the Escrow Holder acknowledges receipt of, to be held in irrevocable trust by the Escrow Holder separate and apart from other funds of the Escrow Holder and the Issuer and applied solely as provided in this Agreement. An amount equal to \$29,678,000.00 of such funds are being derived from proceeds of the Series 2018 Note. An amount equal to \$1,046,037.50 of such funds are being derived from the Bond Fund from amounts held for payment of the Refunded Bonds and an amount equal to \$966,086.34 of such funds are being derived from a portion of the Debt Service Reserve Fund (as such term is defined in the Refunded Bonds Resolution) established for the Bonds and released pursuant to Section 17.B.(4)(b) of the Refunded Bonds Resolution.

SECTION 3. Use of Funds. The Escrow Holder acknowledges receipt of the sum described in Section 2 and agrees:

- (a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;
- (b) to immediately invest \$ _____ of such funds derived from the proceeds of the Series 2018 Note and other legally available funds of the Issuer in the Government Obligations set forth on Schedule C attached hereto and to hold such securities and \$ _____ of such funds in cash in accordance with the terms of this Agreement;

(c) in the event the securities described on Schedule C cannot be purchased, substitute securities may be purchased upon the written direction of the Issuer upon confirmation that the principal of the Government Obligations, the interest to be earned thereon, and the initial cash balance in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and that such Government Obligations mature on or prior to the Refunded Bonds Redemption Date; and

(d) there will be no investment or reinvestment of funds except as set forth in this Section 3 and except as set forth in Section 5.

SECTION 4. Payment of Refunded Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Holder shall transfer to TD Bank, N.A., the Paying Agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay the principal of, interest on and redemption premium, if applicable, on the Refunded Bonds, as shown on Schedule A.

(b) Expenses. The Issuer shall pay the fees and expenses of the Escrow Holder as set forth on Schedule B attached hereto. In addition, if the Escrow Holder is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Holder's negligence or willful misconduct), the Escrow Holder shall notify the Issuer of the same in writing and the Issuer shall promptly pay the Escrow Holder for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith. The Escrow Holder shall have no lien or claim on the funds held in the Escrow Account for the payment of any fees or expenses of the Escrow Holder, and the Escrow Holder acknowledges and agrees that such amounts shall be unsecured obligations of the Issuer.

(c) Surplus. After making the payments from the Escrow Account described in Subsections 4(a) and any payments described in 4(b) above, the Escrow Holder shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement pursuant to the terms of Section 12 hereof, and shall then pay any remaining funds to the Issuer to be used to pay debt service on the Series 2018 Note on the next interest payment date.

(d) Priority of Payments. The holders of the Refunded Bonds shall have an express first priority security interest in the funds and Government Obligations in the Escrow Account until such funds and Government Obligations are used and applied as provided in this Agreement.

SECTION 5. Reinvestment.

(a) Except as provided in Section 3 and in this Section 5, the Escrow Holder shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Government Obligations held hereunder.

(b) At the written direction of the Issuer, the Escrow Holder shall sell, transfer or otherwise dispose of any of the Government Obligations acquired hereunder and shall substitute other Government Obligations and reinvest any excess receipts in Government Obligations; provided, however, such substitute Government Obligations shall mature on or prior to October 1, 2018, and shall be purchased at a price not more than the maturity amounts. The Issuer will not request the Escrow Holder to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bonds to be included in the gross income of the holders thereof for purposes of Federal income taxation.

Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of Government Obligations shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody's Investors Service, Inc., Fitch Ratings, and/or Standard & Poor's Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer's execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. No Redemption or Acceleration of Maturity. The Issuer will not accelerate the maturity of, or exercise any option to redeem before maturity, any Refunded Bonds, except as set forth on Schedule A attached hereto.

The Escrow Holder, in its capacity as the Paying Agent, shall (i) redeem the remaining outstanding principal amount of Refunded Bonds on the Refunded Bonds Redemption Date, (ii) give notice of such redemption on behalf of the Issuer substantially in the form attached hereto as Exhibit "A" on or prior to September 1, 2018, and (iii) simultaneously with the publication of such notice of redemption, file a copy of the same on the Electronic Municipal Market Access web portal of the Municipal Securities Rulemaking Board.

SECTION 7. Responsibilities of Escrow Holder. The Escrow Holder and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Government Obligations, the retention of the Government Obligations or the

proceeds thereof or for any payment, transfer or other application of moneys by the Escrow Holder in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Holder made in good faith in the conduct of its duties. The Escrow Holder shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Holder shall be determined solely by the express provisions of this Agreement and no implied duties or covenants shall be read into this Agreement against the Escrow Holder. The Escrow Holder may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer's expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer. The Escrow Holder may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

The Escrow Holder may act through its agents and attorneys appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any such person so appointed. Any payment obligation of the Escrow Holder hereunder shall be paid from, and is limited to funds available under this Agreement; the Escrow Holder shall not be required to expend its own funds for the performance of its duties hereunder. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Holder be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Holder has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Holder shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Holder shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 8. Resignation of Escrow Holder. The Escrow Holder may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on the Refunded Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take

effect. Such resignation shall not take effect until the appointment of a new Escrow Holder hereunder.

SECTION 9. Removal of Escrow Holder.

(a) The Escrow Holder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then Outstanding, such instruments to be filed with the Issuer, and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, not less than thirty (30) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Holder.

(b) The Escrow Holder may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Holder by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then Outstanding.

(c) The Escrow Holder may not be removed until a successor Escrow Holder has been appointed in the manner set forth herein.

SECTION 10. Successor Escrow Holder.

(a) If, at any time hereafter, the Escrow Holder shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Holder shall thereupon become vacant. If the position of Escrow Holder shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Holder to fill such vacancy and, upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, a majority in principal amount of the Refunded Bonds then Outstanding, by an instrument or concurrent instruments in writing, executed by the group of Bondholders and filed with the Issuer, may appoint a successor Escrow Holder, which shall supersede any Escrow Holder theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered

promptly by the Issuer, to the predecessor Escrow Holder and to the Escrow Holder so appointed by such Bondholders. In the case of conflicting appointments made by the such Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this Section within thirty (30) days of the delivery of the notice of resignation or removal, the holder of any Refunded Bonds then Outstanding, or any retiring Escrow Holder, may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Holder.

(d) Any corporation or association into which the Escrow Holder may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Holder hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of \$15,000,000, provided that such successor Escrow Holder assumes in writing all the trust, duties and responsibilities of the Escrow Holder hereunder.

SECTION 11. Payment to Escrow Holder. The Escrow Holder hereby acknowledges that it has agreed to accept compensation under the Agreement pursuant to the terms of Schedule B attached hereto for services to be performed by the Escrow Holder pursuant to this Agreement. The Escrow Holder shall not be compensated from amounts on deposit in the Escrow Account, and the Escrow Holder shall have no lien or claim against funds in the Escrow Account for payment of obligations due it under this Section.

SECTION 12. Indemnity. Whether or not any action or transaction authorized or contemplated hereby shall be undertaken or consummated, the Issuer hereby agrees to the extent allowed by Florida law to indemnify, protect, save and keep harmless the Escrow Holder and its respective successors, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and attorneys' disbursements and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Holder at any time, whether or not the same may be indemnified against by the Issuer or any other Person under any other agreement or instrument, by reason of or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Deposit Trust Fund, the acceptance by the Escrow Holder of the funds herein described, the purchase, retention or disposition of the Federal Securities or the proceeds thereof, or any

payment, transfer or other application of funds or securities by the Escrow Holder in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Holder for any expense, loss, costs, disbursements, damages or liability resulting from its own negligence or misconduct. The indemnities contained in this Section 12 shall survive the termination of this Agreement.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 7.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Holder to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as Moody's Investors Service, Inc., Fitch Ratings and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds, and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all holders of Refunded Bonds, the Escrow Holder and the Issuer; provided, however, that the Issuer and the Escrow Holder may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Holder, for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Holder; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Holder shall, at its option, be entitled to request, at the Issuer's expense, and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to Moody's Investors Service, Inc.,

Fitch Ratings, and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds).

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of law principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF PENSACOLA, FLORIDA

[SEAL]

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

By: _____
City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

[Signature page to Escrow Deposit Agreement]

TD BANK, N.A., as Escrow Holder

By:_____

Name:

Title:

[Signature page to Escrow Deposit Agreement]

DRAFT

EXHIBIT A TO ESCROW DEPOSIT AGREEMENT

FORM OF NOTICE OF REDEMPTION

CITY OF PENSACOLA, FLORIDA
AIRPORT REVENUE BONDS, SERIES 2008 (AMT)

Dated Date and Issue Date: August 1, 2008

NOTICE IS HEREBY GIVEN by the City of Pensacola, Florida (the "Issuer"), pursuant to the provisions of Section 12 of Resolution No. 59-88 adopted by the Issuer on September 22, 1988 (the "1988 Resolution"), as amended and supplemented (the "Resolution"), and pursuant to the provisions of Section 9 of Resolution No. 17-08 adopted by the Issuer on July 24, 2008, which resolution supplements the 1988 Resolution, that the principal amounts of the maturities shown below of the above-referenced Bonds are hereby called for redemption on October 1, 2018 (the "Redemption Date") at the redemption price of 100% of the principal amount thereof, plus interest accrued thereon to, but excluding the Redemption Date (the "Redemption Price").

The maturity dates, principal amounts, interest rates and CUSIP numbers of the Bonds are as follows:

Maturity Dates (October 1)	Principal Amounts	Interest Rates	Cusip Number
2028	\$10,670,000	6.000	709427EH7
2038	19,310,000	6.250	709427EJ3
	<u>\$29,980,000</u>		

Payment for the Bonds will be made upon presentation and surrender at the principal corporate trust office of TD Bank, N.A., 1006 Astoria Boulevard, Cherry Hill, New Jersey 08034, 1/888-751-9000 Ext. 222-5151.

From and after the Redemption Date, the Bonds called for redemption shall be due and payable at the Redemption Price herein specified. Interest on the Bonds called for redemption shall cease to accrue on the Redemption Date.

All terms used herein which are not defined herein shall have the meanings assigned to them in the Resolution.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

**The Undersigned shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

Dated: September 1, 2018

TD BANK, N.A.,
Paying Agent and Registrar

DRAFT

SCHEDULE A TO ESCROW DEPOSIT AGREEMENT

TOTAL DEBT SERVICE
FOR THE REFUNDED BONDS

Period Ending	Interest	Principal Maturity	Principal Redeemed⁽¹⁾	Redemption Premium	Total
10/1/2018	\$944,575.00	\$765,000.00	\$29,980,000.00	\$0.00	\$31,689,575.00

DRAFT

SCHEDULE B TO ESCROW DEPOSIT AGREEMENT

EXPENSES TO BE PAID TO ESCROW HOLDER

Upfront fee of \$[____.00], plus out of pocket expenses

DRAFT

SCHEDULE C TO ESCROW DEPOSIT AGREEMENT

SCHEDULE OF GOVERNMENT OBLIGATIONS
TO BE PURCHASED ON JULY 18, 2018

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Type</u>
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DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00182

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-2-10 (C)(4)(b) HISTORIC AND PRESERVATION LAND USE DISTRICT ; OLD EAST HILL PRESERVATION ZONING DISTRICT; USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT.

RECOMMENDATION:

That City Council conduct the first of two required public hearings on June 14, 2018 to consider the proposed amendment to the Land Development Code Section 12-2-10 (C)(4)(b) Historic and Preservation Land Use District; Old East Hill Preservation Zoning District; Uses Permitted; OEHC-1, Neighborhood Commercial District.

HEARING REQUIRED: Public

SUMMARY:

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital for an amendment to the Land Development Code Section 12-2-10(C)(4)(b) Historic and Preservation Land Use District Old East Hill Preservation Zoning District; Uses Permitted; OEHC-1 Neighborhood Commercial District. More specifically, Dr. Hall is requesting that the use of animal hospitals, veterinary clinics and pet resorts no longer require Conditional Use Permit approved and instead become a permitted use by right. In addition, Dr. Hall is requesting that this use be permitted with the stipulation that kennels must be fully enclosed, outside runs are not permitted but exercise areas are permitted. Dr. Hall recently appeared before the Special Magistrate for a code violation of having exercise areas in the OEHC-1 zoning district. The Special Magistrate gave Dr. Hall one year to resolve the issue. Dr. Hall is requesting this amendment in order to bring her property at 805 E. Gadsden Street into compliance.

On April 10, 2018, the Planning Board recommended approval of this amendment by a 4-1 vote with the stipulation that outside exercise areas must be supervised and limited to five (5) or fewer animals at one time.

The second public hearing for this item is scheduled to be held on July 19, 2018.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/25/2018

STAFF CONTACT:

Eric W. Olson, City Administrator

Sherry H. Morris, Planning Services Administrator

ATTACHMENTS:

- 1) Applicant's Request, LDC Amendment 12-2-10, Dr. Laura Hall
- 2) Map of Impacted Commercial Districts in Old East Hill
- 3) Correspondence from Citizens, LDC Amendment 12-2-10, Dr. Laura Hall
- 4) Ruling from Code Enforcement Authority, 805 E. Gadsden Street, Dr. Laura Hall
- 5) April 10, 2018 Planning Board Minutes
- 6) Proposed Ordinance

PRESENTATION: Yes

Brandi Deese

From: Laura Hall <laura@drhall.us>
Sent: Friday, March 09, 2018 3:02 PM
To: Brandi Deese; Sherry Morris
Subject: OEHC1 Language change

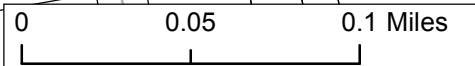
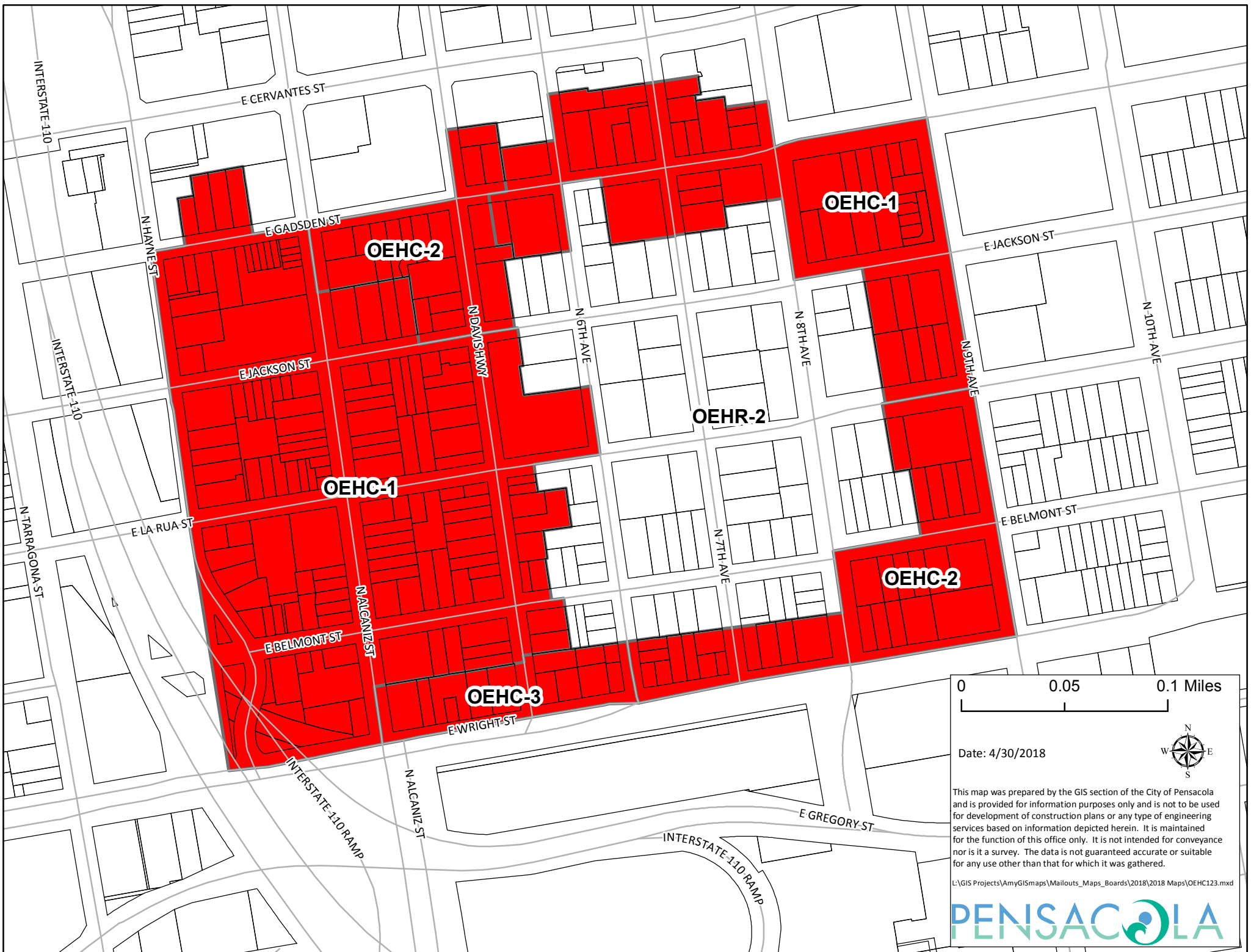
Afternoon,

I am requesting an amendment to land development code section 12-2-10 historic and preservation land use district. More specifically, section C, Old East Hill Preservation Zoning District, #4 Uses Permitted OEHC-1 section b: change permitted uses to: animal hospitals, veterinary clinics, pet resorts and with fully enclosed kennels, with no outside runs, exercise areas are permitted.

#6 Conditional uses permitted animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas be removed from the code.

Thanks for your time in advance,

Dr. Laura Hall
East Hill Animal Hospital
805 E Gadsden St. 32501
850-437-9932



Date: 4/30/2018



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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Brandi Deese

From: president@historicnorthhill.com
Sent: Friday, March 30, 2018 10:24 PM
To: Brandi Deese
Cc: christianwagley@gmail.com; nicholsmelanie2@gmail.com
Subject: Planning Board Item - Request to consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
Attachments: City_Council_Minutes_November_20_2008.pdf; Section_12_2_54_Animal_Hospitals_businesses_that_board_animals.docx; Section_12_2_32_Buffer_Yards.docx; Section_12_2_8_Commercial_Land_Use_District.docx

Brandi,

I hope this finds you doing well.

Our Board saw on the agenda that an amendment to the Historic & Preservation Land Use District, Section 12-2-10 was being proposed and reviewed the application and past history on the change in great detail.

It appears that the applicant has changed the wording of what is currently in Section 12-2-10 in their request, (added two words for a new land use not previously approved, or defined in the Land Development Code, "Pet Resort", and deleted the word "or". That one word "or" changes it from the current reading of "Animal Hospitals and Veterinary Clinics with fully enclosed kennels and no outside runs OR exercise areas" to now adding Pet Resorts AND exercise areas as an allowed Conditional Use..

I think that it would be very helpful if the Public and the Board:
have a copy of what the existing Section 12-2-10 says on the subject, the background for the change in 2008, and where such a use that is being requested is currently allowed in the rest of the City (C-3 Zoning District) and that perhaps more clarification could be added to the Staff Memorandum. As it is now, the Board and Public don't know that the applicant is trying to put a C-3 type use in a C-1 Zoning District. This is a MAJOR change in the 12-2-10.

Here is the section of OEHC-1 from Section 12-2-10

(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.}

This is the exact same language that is in the Municipal Code for the same use in C-1 districts throughout the City. Our Board does not have an issue if the applicant makes this a permitted versus conditional use, however, we take issue to the addition of "Pet Resort" (not in the LDC and the removal of the word or which would allow outside exercise areas.

Previous to November 2008, Animal hospitals and veterinary clinics were NOT allowed in the OEH Zoning Districts. This same applicant, Dr.

Hall, petitioned to have them added in 2008 and was approved on the condition that there would be no outside runs or exercise areas.

It was very controversial and there was much concern about noise to adjacent residential property owners and Dr. Hall is on record saying that there would be no outside exercise areas. Sherry Morris is on record throughout the Council Hearing insisting that there would not be any outside runs or exercise areas. I have attached the minutes from the City Council meeting from November 17, 2008 which voted to approve the conditional use of animal hospitals and veterinary clinics with no outside runs or exercise areas. The minutes also contain numerous concerns by adjacent property owners.

Many of the residents concerns have materialized according to the Code Enforcement Complaint and Violation. I think that the Board and the Public should have a copy of the minutes from that CEB Meeting since it's referenced in your memorandum.

Has notice been mailed to the adjacent property owners about this new proposal before the Planning Board?

I would recommend that the Planning Board look in the Municipal Code to see where the facility the applicant would like to run would be allowed to occur. It is only allowed to occur in the C-3 Zoning District which is by no means comparable to the OEHC-1 District where this change would be made.

Dr. Hall is currently operating a Pet Resort with outside exercise areas that meets with the City's Municipal Code in the C-3 Zoning District near Hayne Street. (Not within the boundaries of Old East Hill governed by the ARB). The applicant's request to bring C-3 uses within the Preservation District is not compatible.

C-3, commercial zoning district (wholesale and limited industry)

(a) Any use permitted in the C-2 district. (Animal Hospitals and Vet Clinics with NO outside kennels, runs, or exercise allowed in C-2) but you can't have outside exercise areas until section (b) below in C-3

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

Section 12-2-54 is titled, Animal Hospitals, veterinary clinics, commercial kennels and businesses that board animals and contains minimum setbacks of 100 feet to a residence and must contain a buffer yard as described in Section 12-2-32 Buffer Yard.

There is no survey or diagram of the site in the application to see how close the clinic and outside exercise area would be to adjacent properties.

As you will see from the attached minutes and Memorandum from Thaddeus Cohen, Community Development Director and also signed by Sherry Morris, Planning Services Administrator, "The majority of those who responded were opposed to the proposed request" in 2008.

Now, additional changes are being proposed which will intensify the use on this property and the noise which could impair the quiet enjoyment of adjacent properties.

The North Hill Preservation Association Inc. does NOT support this change to the Historic and Preservation Land Use District. We strongly feel that such a change would negatively impact the families who make Old East Hill their home and who like us, have very small lots which are close together. Furthermore, such a change establishes a legal precedent which could be used to add this use to all the other Districts governed by Section 12-2-10.

In closing, the words of Robyn Tice to the City Council in November 2008 say it best, "Codes aren't written for one individual's benefit, they are to be to the benefit of the citizens/neighborhood as a whole".

Thank you for your consideration,

Melanie Nichols, President
North Hill Preservation Association, Inc.

Brandi Deese

From: Christian Wagley <christianwagley@gmail.com>
Sent: Tuesday, April 10, 2018 11:42 AM
To: Brandi Deese
Subject: Old East Hill

Hello Brandi:

In response to my email to our Old East Hill Property Owner's Association email list regarding the proposed change to the LDC regarding outdoor exercise areas at pet resorts and vet clinics in Old East Hill, I received the following:

Lou Courtney

to me

Christian, can you please forward this letter to our Old East Hill mailing list? I think it would be good to get it out sooner rather than later. Also I would like Melanie Nichols contact information if you have it. Thanks

I am a resident of Old East Hill and am concerned about the issue described below. Our next neighborhood meeting is **this coming Monday, April 9th**, at Mount Lily Church a few blocks away at 619 East Gadsden in the community center next to the church. Meeting begins at **6:30pm**. We will be holding board member elections that night also, so if you are property owner, please come vote! (you do not need to be an owner to attend meetings and voice concerns)

The East Hill Veterinary Clinic and Pet Resort Too on the corner of Gadsden and 8th Avenue is applying to CHANGE our neighborhood CODE. This is a dramatic change that will affect our entire district. **This vet clinic has been in violation since adding their outdoor run and exercise areas**, which they have been advertising on their website www.Pensacolapetresorttoo.com ('they go outside 5 times a day'). When this vet came into our area they were granted a Conditional Use permit. This type of permit is granted because the city thinks there may be unforeseen problems that arise and that might not be compatible. On their original permit application they clearly state there would be **'NO outdoor runs or exercise areas'**. At the time, it was explained that the boarding of pets was already established several blocks away at Pensacola Pet Resort on Hayne street and they would not board animals at the Gadsden location. This vet understood yet completely disregarded code restrictions. I anticipate they intend to expand their business in our area. Although we are a mixed use neighborhood, meaning that we allow for businesses with different restrictions in different areas, allowing this code change will impact us all negatively, both now and in the future. Speaking with several people who have been in planning and code enforcement for many years, they said that there are always unintended, negative, consequences after a code change even 8, 9, 10 years later. As a neighborhood, we should have voiced concerns when the vet went to the magistrate a month or 2 ago to address their code violation. Unfortunately, it was not publicized and no-one showed up to speak against it.

WE STILL HAVE A CHANCE TO PREVENT THIS CODE CHANGE: We can attend the **Tuesday, April 10th CITY PLANNING BOARD MEETING** at 2:00 pm at **City Hall** in the Mason Conference room, 222 West Main Street. **SHOWING UP IN PERSON MAKES A DIFFERENCE. You can also write in ahead of time to Brandi Deese at Bdeese@cityofpensacola.com BOTH before April 10th and before May 10th**

*****IT IS ALSO IMPORTANT to SHOW UP** for the Thursday, **May 10th CITY COUNCIL MEETING** at 5:30pm at City Hall, where a decision will be made after hearing comments from the audience.

copyeditor@michaelkenneydesign.com

to me

Hello Christian,

Takes some study to understand this. (For example, on the map of Old East Hill, there's OEHC and OEHR and I'm not sure of the meaning of C and R.) I doubt any ruling would affect us; it's those folks who live close to the clinic who ought to have a sayso. But one more thing: What are the ramifications for the whole neighborhood in the future? When Dr. Hall petitioned to get a zoning change so she could open the clinic, I saw it as continued encroachment by businesses such that in the future they could be right next door. That might be far away, but the encroachment process itself might cause grief, little by little.

Or course, most of what I just said is my imagination.

By the by, do you happen to know what's going to be done with that empty lot across the street from Bill and Nanette's?

Hope to see you Monday,

Jerry

Christian,

Thank you for this information.

I may not be at the meeting so here is my position.

I am strongly against changing OEHC-1, which equates to about half the neighborhood, to allow **animal hospitals, veterinary clinics, and pet resorts with fully enclosed kennels and no outside runs; outdoor exercise areas are permitted** by right. *The placement of a new Animal Facility with an outside exercise area in a primarily residential area should not be allowable by right. This should be a conditional use and the neighbors should have say as it could affect their enjoyment of their own home.*

I personally have no issue with Dr Halls current facility but I also don't live close to it.

It seems her specific issue is what should be addressed, not code for an entire area (OEHC-1). And her issue should be addressed with input from her neighbors near by who are potentially affected by this. (Maybe they have no issue with the facility as it is and could work with her and the city to come up with a variance. I don't know)

Sincerely,

Mark Casson

Brandi Deese

From: Amber Hoverson <amberlynnie1@gmail.com>
Sent: Tuesday, April 10, 2018 11:39 AM
To: Brandi Deese
Subject: Section 12-2-10

Brandi,

My name is Amber Hoverson and I live at 706 E Jackson Street in Old East Hill preservation district. I am writing in regards to the amendment to the Historic and Preservation Land Use District, Section 12-2-10 that is being proposed

My husband and I moved to our home in Old East Hill in 2010 so we were not here when the original code was changed in 2008 to allow for veterinary clinics. My understanding is that many of the homeowners were not in favor of the code changing because they were concerned about noise, overcrowding, parking, the structure's design complementing the neighborhood's integrity, and lastly changing the precedence in which our neighborhood's codes were originally designed and created for.

Here are my observations of East Hill Veterinary Clinic and Pet Resort Too for the past few years: I live a block away from the clinic.

1. The structure is very much in keeping with the integrity of our neighborhood. I think the owner/designers did an excellent job adhering to, even elevating the way remodels and new construction should be treated in our historic preservation district.
2. Having a vet and groomer in the neighborhood is convenient. I've been able to walk my pet to get groomed instead of stressing it out by driving. My In-Laws have also taken advantage of boarding their dog at the Pet Resort when visiting from out of town.
3. Parking can be a problem. The street gets congested and there have been several instances where I've had to stop driving on 8th avenue for someone pulling out of the parking lot that either couldn't see me or wasn't paying attention.
4. Noise from the barking dogs is a problem. Both my husband and I are home all day and the noise can be distracting and annoying. It seems that the barking noise has become more bothersome within the last 6 months.

Here are my concerns about the current proposal to amend section 12-2-10 further:

1. I don't think that any codes should be changed for an individual business. Codes are written for a reason and changing them should benefit the entire neighborhood, not just an individual/business. Also, if changing a code is easy to do current codes lose their authority and people are less likely to comply with them to begin with. This equates to more code violations in general and people doing what they want because they can.

2. We are a mixed use neighborhood so there is commercial zoning throughout the area. The proposed change could hypothetically allow for a veterinary clinic or animal hospital with dogs barking throughout the day to open anywhere within the neighborhood with commercial zoning. Which means hypothetically we could have barking dogs scattered around our entire neighborhood instead of concentrated in one area. Noise pollution lowers home values and quality of life.

3. As someone who has had to go to the ARB several times to get approval for our own home's renovations I can speak to strict guidelines that are in place. The majority of structures in our neighborhood are people's homes. It seems grossly unfair to me that homeowners are held to such strict standards for the exterior renovation of our homes but a business (someone who makes money here) can violate a code (which is a law and not merely a guideline as in the case of the ARB), have a year to come into compliance with the code, and has the option of changing the code so that the business can continue to do what it has always done. Also consider that homeowner's guidelines set in place by the ARB only influence what we see. The proposed code change affects what we hear. A person can make a choice to ignore something they find ugly in the neighborhood, but noise pollution cannot simply be ignored, even from the interior of a home.

I congratulate East Hill Veterinary Clinic and Pet Resort Too on its business success, however as the saying goes, there is a time and place for everything. The place for the part of her business that includes outdoor runs or exercise areas is not Old East Hill. This is a place that is primarily made up of charming old houses and a scattering of small businesses that are either unobtrusive or adding to the charm. We live in a very special place and it is exciting to see the growth that our community has experienced. Allowing a business to change the code to suit its needs does not set us up for success. The needs of the community need to be put before anything. We will survive without a pet resort in the neighborhood but we will not survive if we are known as the noisy neighborhood with the barking dogs because we are the only C1 zoning area that allows for C3 noise.

Sincerely,

Amber Hoverson

Brandi Deese

From: Charles Voltz <voltzpj@yahoo.com>
Sent: Thursday, April 05, 2018 8:06 PM
To: Brandi Deese
Subject: Proposed LDC Amendment for Old East Hill Preservation District

My address is 603 N. 8th Avenue. This puts me across from East Hill Animal Hospital on the same block. I am writing to voice my strenuous objections to Ms. Hall's proposed changes to the land development code for a neighborhood in which she chose to place a business, with full knowledge of what the limitations to that business would be.

Ms. Hall has been in violation of the code for quite some time now. Her casual disregard for the people who have property, children, investments, and long-term regard for the neighborhood is obscene. I have been subjected to hour after hour of 8-10 dogs barking in an enclosure behind her business, IN VIOLATION OF THE CODE. Countless times, I have witnessed her clientele using our neighborhood as a repository for their dogs' feces, IN VIOLATION OF THE LAW. Nearly every day of the week, she and her employees use the City's grass easement (between the sidewalk and 8th Avenue) as a parking lot, IN VIOLATION OF THE LAW.

I remember distinctly when Ms. Hall showed up years ago with a lot of promises and assurances. In truth, she has been a very poor neighbor, and this beautiful piece of historic Pensacola is dirtier, louder, trashier, and more congested for Ms. Hall having been here. We take care of this place because it is our home. Clearly she does not feel the same responsibility.

The Code was not written for or against Ms. Hall, so there is no compelling reason to amend it for Ms. Hall. She knew what the Code said when she located here, and she chose to violate it over and over and over. Now she wants the Planning Board, whom she has pointedly ignored, to change the Code solely for her benefit? For her to even make this request, after what she has done to our street, is outrageous.

I would prefer Ms. Hall pack up her business and move it to a location in which the Land Development Code suits her goals. Otherwise, I fully expect the City of Pensacola to reject this ridiculous request, and then get serious about enforcing the existing regulations to bring this business into compliance. Thank you.

Sincerely, Charles Voltz and Dr. Stacey Rimmerman

Brandi Deese

From: Lou Courtney <loumitchell@loumitchell.com>
Sent: Monday, April 09, 2018 8:12 AM
To: Brandi Deese
Subject: East Hill Vet Clinic

Having been a resident of Old East Hill for over 20 years, I am adamantly opposed to the request for code change by the East Hill Veterinary Clinic and Pet Resort Too. This vet clinic has been in violation since adding their outdoor run and exercise areas. When this vet came into our area they were granted a Conditional Use permit. This type of permit is granted because the city thinks there may be unforeseen problems that arise and that might not be compatible. On their original permit application they clearly state there would be '**NO outdoor runs or exercise areas**'. At the time, it was explained that the boarding of pets was already established several blocks away at Pensacola Pet Resort on Hayne street and they would not board animals at the Gadsden location. **This vet understood yet completely disregarded code restrictions.** As their business has grown, the number of barking dogs has increased and gotten louder. I work at home and am often outside. Even though I am a block away, the noise is very loud and obnoxious and, as their website advertises, it occurs when **they take the dogs out '5 TIMES A DAY'**. I am asking the planning board to SAY NO to this request and to enforce the existing code. I am disappointed they have been given a YEAR to come into compliance.

City Code was created to protect the majority of the citizens, not for special interest groups. We are a small, HISTORIC PRESERVATION neighborhood. Our quality of life is diminished by this NOISE POLLUTION.

I anticipate they are attempting to change this code because they intend to expand this business in our district. If they need to expand their business they should find an area more compatible with their needs. Although we are a mixed use neighborhood, meaning that we allow for businesses with different restrictions in different areas, allowing this code change will impact our ENTIRE DISTRICT negatively, both now and in the future. Speaking with several people who have been in planning and code enforcement for many years, they said that there are always **unintended, negative, consequences after a code change even 8, 9, 10 years later.**
Lou Mitchell Courtney
523 N 8th avenue

Brandi Deese

From: theresa finkbeiner <coyotemoonherbcompany@cox.net>
Sent: Sunday, April 08, 2018 7:19 PM
To: Brandi Deese
Subject: 805 E. Gadsden St code ordinance

Dear Ms. Deese,

i became aware of an ordinance that Laura Hall wants to remove from the Code at 805 East Gadsden St.

This is not a good move. As a Licensed Massage Therapist and renter at Innerpeace 815 E. Gadsden,

the dog barking noise will be unavoidable. I give massage throughout the day along with 3 other therapists

and we are not happy to hear of a dog run and kennels outside. This is a residential area too and the noise can be unnerving.

I hope you will consider the people on the whole block on Gadsden St and around the corner.

No one wants to listen to dogs barking all day and night. Please do not remove the code ordinance for this area.

When she bought here, she knew the deal and has broken the code already. Can you please put an end to it right now!!

Thank you for your consideration, I am not able to attend the meeting on this topic .

Theresa Finkbeiner 437 9192

Brandi Deese

From: Lou Courtney <loumitchell@loumitchell.com>
Sent: Tuesday, April 10, 2018 10:53 AM
To: Brandi Deese
Subject: Vet code change letter vote

I have been a home owner in Old East Hill for over 20 years. I am opposed to the code changes proposed by Dr. Laura Hall regarding East Hill Veterinary Hospital/ Pet Resort. I already hear loud nuisance barking off and on throughout each day. She was granted **conditional use** and has not abided by the original code which was written as a condition for allowing her business into the neighborhood. Why is the city even considering changing a land use code for one business when it will affect all residents negatively and open up unforeseen complications years down the road? I am OPPOSED to these changes.

Michael Courtney
523 N 8th avenue

Brandi Deese

From: Laura Dean <laurad@portofinoisland.com>
Sent: Friday, April 06, 2018 3:01 PM
To: Brandi Deese
Subject: East Hill Vet

Planning and Zoning board:
Attention Brandi Deese

This letter is to serve as a statement that my home is directly behind Dr. Laura Hall's businesses. My back yard shares a fence with the pet resort yard. I have never had any issue with her business, employees, customers or clients. I have had no noise, odor or parking concerns. Nor have any of the residents living in my home.

I am in favor of any code change that will allow her to continue to conduct her business with the intended use that the city allowed in 2008. She has conducted herself in a professional manner and has been a pleasant addition to the neighborhood.

Sincerely,

Ken Norris 804 East Jackson

Show quoted text

Brandi Deese

From: Laura Hall <laura@drhall.us>
Sent: Monday, April 09, 2018 10:53 AM
To: D. Brandon Cobb; Brandi Deese
Subject: Re: neighbor favor!

thanks!

On Mon, Apr 9, 2018 at 10:51 AM, D. Brandon Cobb <dbrandoncobb@gmail.com> wrote:

Laura Hall, DVM
East Hill Animal Hospital
805 East Gadsden Street
Pensacola, Florida 32501

Good morning, Laura. Please forward the following letter to whomever you deem necessary.

April 9, 2018

RE: East Hill Animal Hospital

To whom it may concern:

I, D. Brandon Cobb, am the property owner at 811 East Gadsden Street, the property directly next to East Hill Animal Hospital. This property has been mine or in my family since before East Hill Animal Hospital came to be our neighbors. It is my understanding that there have been some complaints about the clinic and the animals there.

While I do not currently reside full time in the building (as I am staying with my great aunt who has had a stroke and help manage her care), I am there periodically and have a working knowledge of the neighborhood. In addition, we had a tenant in the property for over twelve years. I am listing these facts so that you will have an idea of our involvement with our neighbors.

East Hill Animal Hospital has never given me or my tenant any reason to raise a complaint. They have been good and considerate neighbors even taking the extra effort and asking if I minded them using the parking in front of my home rather than just telling their employees or customers to park there. As I am not there, I have had no issue with them using the property which is, after all, part of the public right of way along Gadsden street.

East Hill Animal Hospital has added to our diverse neighborhood and done so while keeping the charming look of Old East Hill in mind. I count them as an asset to our community.

On a personal note, it is extremely convenient to walk next door when I have any veterinary need.

If you have any further questions, I can be reached by phone at 850.748.2200, by email at dbrandoncobb@gmail.com, or by U.S. Mail at 811 East Gadsden Street, Pensacola, Florida 32501.

Cordially,
D. Brandon Cobb

On Fri, Apr 6, 2018 at 1:45 PM, Laura Hall <laura@drhall.us> wrote:

----- Forwarded message -----
From: **Laura Hall** <laura@drhall.us>
Date: Fri, Apr 6, 2018 at 1:44 PM
Subject: neighbor favor!
To: cobb@gmail.com

I have an annoying, waste of time, situation I was hoping you could help me with. :)

I have never had any sort of complaint or issue with the city with any of my 3 businesses but in the recent months my staff has been legally "on street" parking so an anonymous neighbor made a complaint and became frustrated when she was told the parking was legal so she started snooping around for something else to complain about. So, she told the code enforcement officer that she heard dogs barking and followed the barking onto my property and saw 14 dogs in the yard. Not true, not ever!! She then took the time to watch my video on my website "Pensacola Pet Resort, too" and it does say that we allow the "play time is offered next" and "afternoon playtime before dinner" and "offered 5 leash free outings a day 365 days a year". "In 1 of 3 clean shaded and spacious exercise yards" .. all true. **Never unattended always in the fence, always under direct control.**

She then looked up the code and saw my conditional use in OEHC-1 that said " animal hospitals or Veterinary Clinics with fully enclosed kennels and no outside runs or exercise areas." The distinction was a distinction with C3 in which outdoor runs are allowed- see pics attached below. Very sadly, after a lengthy explanation, (see letter also attached) Code Enforcement turfed the issue saying that they could not make that distinction or interpretation and that I had to go before a magistrate which is next Tuesday. (Needless to say once I found out the parking was a concern of a neighbor I asked my staff to stop doing it that problem is solved.) I asked code enforcement to have the lady come talk to me and she refused and wanted to remain anonymous- probably because she lied and trespassed!

I went to the magistrate for a proposed code violation and he could not rule on the interpretation so gave me a year to get the wording changed so there is no concern in the future, he was very nice. The city is behind the change as I have always complied with the intended use, but as always there are some crazy neighbors opposing any change even though it is no change from my original use, just a clarification about the language.

I would love it if as a direct neighbor to my business you would write a letter saying something like you have never had noise or odor complaints or congestion or any issues at all that this business has in fact improved the lot etc etc.

I can write something for you to copy and paste into your email?
Thanks, the meeting is Tuesday with planning and zoning!

Have a good day! Bet it is beautiful in NC- you in the mountains?

Dr. Laura

I sent this to president of local association:

"1) pet resorts were already allowed-- I did not have any changes with the code for that, all uses were to be indoors such as boarding, grooming, exchange of pets and products etc. and they are, the dogs go out to potty and play shortly less than 5-10 mins at a time and always attended. I have no formal or informal complaint of noise at all since 2010 when I opened my doors or of dog droppings, odors, traffic or anything. It's just the recent on street parking that lead to all of this.

2) the term 'outdoor exercise areas' in the conditional use is what all the fuss is about--- how is that interpreted? It was interpreted in 2008 by planning and zoning and city council to mean no outdoor runs or exercise areas in which the dogs are housed outside overnight and where the dogs have access via a dog door to go in and out at free will. Never are my patients left unattended. Never, it is always like you saw it 1 or 2 staff members 1 or 2 dogs, at times like on my video at PensacolaPetResort, too you will see we do have groups that go out together: we have old dog play, young dog play, rowdy dog play etc and all of these dogs are under 40#-- never unattended never barking always playing or pottying! they are done playing in 5- 10 mins and we let them back inside, in the summer heat it is even less and we have indoor playtime. (so let's call it a potty yard and a play yard not an exercise yard)

I realize that it was our mistake in 2008 for not giving more detail in the code, that is why we are correcting it now. All it takes is 1 person to challenge the black and white of the law. Even though her claims were false and in my opinion she not only lied but she trespassed. I am a rule follower and have improved the area and I am passionate about my career, my family and my employees and the East Hill Neighborhood which I have been a part of since 2002!! I would be happy to give anyone a tour as I did you."

BEFORE THE CODE ENFORCEMENT AUTHORITY
OF THE CITY OF PENSACOLA, FLORIDA

THE CITY OF PENSACOLA,
a Florida municipal corporation,
by its Code Enforcement Office (436-5500)
Petitioner,

:

:

vs.

:

LAURA TONETTI HALL, DVM, PA,
Respondent(s).

:

Case # 18-129

CODE VIOLATION ORDER AND SUBSEQUENT AMENDMENTS

The Special Magistrate Judge having heard and considered sworn testimony and other evidence presented in this matter on February 6, 2018, after due notice to the respondent(s), makes the following findings of fact and conclusions of law:

A. FINDINGS OF FACT:

1. The respondent(s) own(s) and/or is (are) in possession of the real property located at 805 East Gadsden Street, Pensacola, Escambia County, Florida, legally described as:

LTS 1 2 3 BLK 84 NEW CITY TRACT OR 6228 P 236 CA 67 TAX ACCT. #140569000.

2. The following described condition exists on the property: there are dogs running and exercising outside this facility which has a conditional use permit which prohibits same and the condition constitutes an apparent violation of the conditional use permit.

3. The date this condition was first observed was December 5, 2017; re-inspection made on February 6, 2018, confirmed the condition still existed on that date.

4. The respondent(s) received notice by:
X the posting of a notice on the property and at City Hall for ten (10) days beginning
_ certified mail, return receipt requested,

on January 19, 2018, that the condition constitutes a violation of the Code of the City of Pensacola, Florida, and that a public quasi-judicial hearing thereon would be held before the Special Magistrate Judge beginning at 3:00 p.m. on February 6, 2018, at which hearing the respondent(s) did appear and testify at length.

B. CONCLUSIONS OF LAW:

1. The respondent(s) and the property are in violation of Section(s):

12-2-10 (C)(4)(b)6 & 5(n) of the Code of the City of Pensacola, Florida.
of the Florida Building Code.
of the Standard Housing Code.
of the International Property Maintenance Code.

2. The City prevailed in prosecuting this case before the Special Magistrate Judge. If the City has already incurred costs to date in attempting to abate this violation and has requested that they be determined at this time, the Special Magistrate Judge finds the City's costs to be \$ _____. [If the City has not as yet requested that its costs to date, if any, be determined at this time and/or if it later incurs costs to abate this violation, those total costs shall be administratively entered in this blank: \$ _____.]

3. The aforesaid violation(s) or the condition causing the violation(s) does (do) not present a serious threat to the public health, safety, or welfare and/but the violation(s) or the condition causing the violation(s) is (are) not irreparable or irreversible in nature.

C. ORDER:

Based on the above and foregoing findings and conclusions, it is hereby

ORDERED that:

1. **The respondent(s) must correct the apparent violation(s) before February 5, 2019, by discontinuing allowing animals to run and exercise outside the pet shop/vet clinic. Immediately after this work has been completed, the respondent(s) must call the City Code Enforcement Office at (850) 436-5500 to schedule a re-inspection of the property to confirm that it has been done to code and/or completed.**

2. In the event this order is not complied with before the above compliance date, as early as at the **City Code Enforcement Authority Meeting and Hearings scheduled to take place beginning at 3:00 P.M. (Central Time) on Tuesday, February 5, 2019, or at any such meeting and hearings thereafter,** without further hearing or notice to the respondent(s), : **A FINE MAY BE ASSESSED AGAINST EACH RESPONDENT AND THE ABOVE-DESCRIBED PROPERTY IN AN AMOUNT UP TO AND INCLUDING TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) PER DAY for that day and each and every day thereafter any violation continues to exist; and, without further hearing or notice to the respondent(s), A LIEN MAY BE IMPOSED AGAINST ANY AND ALL REAL AND PERSONAL PROPERTY OWNED BY THE RESPONDENT(S) WHICH IS NOT LEGALLY PROTECTED FROM ENCUMBERANCE AND LEVY; AND THE COSTS INCURRED BY THE CITY IN SUCCESSFULLY PROSECUTING THIS CASE MAY BE ASSESSED AGAINST THE RESPONDENT(S).**

3. It is the responsibility of the respondent(s) to contact the above-named City Office prosecuting this case to arrange for re-inspection of the property to verify compliance **AS SOON AS IT IS ACHIEVED.**

4. If the violation(s) is (are) corrected and, thereafter, a City Code Enforcement Officer finds that a repeat violation has occurred, a fine in the amount of up to and including Five Hundred and no/100 Dollars (\$500.00) per day may be assessed against the respondent(s) for each day the repeat violation is found to have occurred by the City Code Enforcement Officer and for each and every day thereafter the repeat violation continues to exist.

5. Pursuant to Sections 162.07 and 162.09, Florida Statutes, without further hearing or notice to the respondent(s), the original or a certified copy of this and/or any subsequent Special Magistrate Judge's order may be recorded in the public records of Escambia County, Florida, and, once recorded, CONSTITUTES NOTICE TO AND MAKES THE FINDINGS OF THIS ORDER BINDING on the respondent(s) and any subsequent purchasers of the property, and any successors in interest or assigns of the respondent(s).

6. Jurisdiction of this matter and the parties is retained to enter such further orders as may be appropriate and necessary.

7. Any aggrieved party hereto, including the City, may appeal this order to the Circuit Court of Escambia County, Florida, within thirty (30) days of the entry of this order.

ENTERED on February 8, 2018, at Pensacola, Florida.

PENSACOLA CODE ENFORCEMENT AUTHORITY

Louis F. Ray, Jr.
(Signature of Special Magistrate Judge)

Louis F. Ray, Jr.
(Printed Name of Special Magistrate Judge)

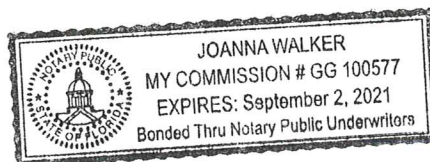
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The execution of the foregoing order was acknowledged before me on February 8, 2018, by Louis F. Ray, Jr., as Special Magistrate Judge for the City of Pensacola, Florida, who is personally known to me and who did take an oath.

This original order was prepared by
and ATTESTED to by:
Joanna Walker
Florida Notary Public &
Administrative Officer of the
Code Enforcement Authority of the
City of Pensacola, Florida
Post Office Box 12910
Pensacola, FL 32521-0001
(850) 436-5500

Joanna Walker
(Signature of Notary and Administrative Officer)

Joanna Walker
(Printed Name of Notary & Admin. Officer)





PLANNING SERVICES

THE UPSIDE of FLORIDA

MINUTES OF THE PLANNING BOARD

April 10, 2018

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Nina Campbell, Kurt Larson, Jared Moore

MEMBERS ABSENT: Danny Grundhoefer

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement Officer, Rusty Wells, Assistant City Attorney, Lysia Bowling, City Attorney

OTHERS PRESENT: Barbara Chapman, Laura T. Hall, Amber Hoverson, Lou Courtney, Steven Shelley, Damian Zimmerman, Bruce Partington, John Myslak, Betty Bowlin Hinote, Don Kraher, Council Executive,

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 13, 2018
- New Business:
 1. Request for License to Use Right-of-Way – Intendencia Street - Southtowne
 2. Consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:00 pm with a quorum present.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the March 13, 2018 minutes, seconded by Mr. Monk, and it carried unanimously.

New Business

Request for License to Use Right-of-Way – Intendencia Street - Southtowne

Daily Convo is requesting approval for a License to Use for improvements within the Intendencia Street right-of-way in connection with the Southtowne Development. This request is unique in that the project will provide a large amount of improvements within the right-of-way of Intendencia and the perimeter of the development, however, the property owner will assume maintenance for these improvements. This will be agreed upon in the form of a modified License to Use agreement between Daily Convo and the City. This request has been routed through the various City departments and utility providers with those comments provided.

Bruce Partington presented to the Board and stated the project presented today was the final piece of the development.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

He explained he had negotiated at length with the City Attorney for the License to Use (LTU) which will comply with all city requirements. Daily Convo would bear 100 percent of the construction and ongoing maintenance. He indicated the project would be aesthetically consistent with the existing structures.

Chairman Ritz appreciated the work placed into the overall project with the level of quality, concern for citizens, and addressing the environment. He also appreciated the use of the right-of-way for bettering the entire development and believed this would be a better treatment of the roadway than the city could execute without private dollars. The size of the development showed the level of commitment over the span of time. **Mr. Larson made a motion to approve, seconded by Ms. Campbell.** Mr. Larson pointed out he liked the public-private partnership and wanted to take the opportunity to try this LTU in a different manner. Ms. Campbell noted the utility comments, and Ms. Deese advised the project had oversight through the Engineering Department. Mr. Monk wanted to state a no conflict of interest since at the inception of Southtowne, he was an employee of Studer Properties, however, none of this discussion was going on at that time. Chairman Ritz advised since Mr. Monk was not in play for any financial gain, no conflict of interest would exist. **The motion then carried unanimously.**

Consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District

The City has received a request from Dr. Laura Hall of East Hill Animal Hospital for an amendment to Land Development Code Section 12-2-10 Historic & Preservation Land Use District. More specifically, Dr. Hall is requesting that the use of animal hospitals, veterinary clinics and pet resorts (with fully enclosed kennels, with no outside runs, exercise areas are permitted) no longer require Conditional Use Permit approval and instead become a permitted use by right. Dr. Hall recently appeared before the Special Magistrate for a code violation of having exercise areas in the OEHC-1 zoning district. The Special Magistrate gave Dr. Hall one year to resolve the issue. Dr. Hall is requesting this amendment in order to bring her property into compliance.

In reviewing the Code Violation form, Chairman Ritz note the violation involved dogs running outside of the building which was not allowed. Ms. Deese advised a Conditional Use Permit would no longer be necessary, and it would become a permitted use by right. Chairman Ritz pointed out even though it was for one piece of property, if we keep changing the Code, the neighborhood could lose some of its character. One of the issues was encroachment and movement of commercial businesses within the residential neighborhood. But on the positive side, customers appreciated Dr. Hall's services and the convenience of having her clinic at this location. The change to the Code would become area-wide and not just for one property. Mr. Monk wanted to clarify that this change would allow for exterior exercise areas for pets in the clinic or the resort during business hours. Chairman Ritz advised there were no time limitations. Ms. Deese confirmed that since the ordinance does not define that, another use could come in by right without a Conditional Use Permit, and there would not be any ability to add those stipulations; they could operate at any hour, however, they would still operate under the noise ordinance.

Dr. Hall stated she had been in the OEHPD since 2007. She explained she put the outdoor exercise area provision in herself and had operated since 2007 with no formal complaints. Her pet resort was given the same rights as pet shops. She explained she attended the neighborhood association meeting and understood their concerns with businesses, future expansions, and parking. She explained all noise ordinances would still be intact, and this change in the Code would simply allow her to continue the business the City had allowed. She indicated the Magistrate from the Code Enforcement hearing advised her to change the Code so a violation would not happen again.

Ms. Campbell confirmed that the business had improved the neighborhood while maintaining the architectural integrity and spirit of that area. Chairman Ritz had not noticed a parking issue. In full disclosure, Ms. Campbell explained that Dr. Hall was her veterinarian, and her pets had stayed at the pet resort; she had not been overwhelmed with noise on the inside or outside. She stated when addressing these issues, certain areas of the community want to be self-sufficient as a sub community, and if that was the case, it might be appropriate for a pet resort to go in; Dr. Hall did bring a lot of business into the area.

Lou Courtney agreed Dr. Hall had a great reputation and was a great businesswoman. She explained a lot of the neighbors were opposed to the business when it was originally permitted because of the barking. Ms. Courtney lives one block away and observed the animals go outside five times a day, and the noise gets loud during the summer and during holidays. She indicated she worked from home in a studio and had followed the noise to observe 20 dogs within the exercise area with an attendant present. However, she was unable to address the attendant because of the noise. She applauded the doctor for the integrity of the architecture, but noise pollution was a serious issue. She also pointed out the doctor could sell the clinic, and the next owner might not be as conscientious. She also explained they do not like changes that hurt property values, aesthetic values, or quality of life. She explained there were no neighbors immediately adjacent to the doctor; one was being used for storage and the two behind were vacant. Joshua Gleaton appeared before the Board and stated he works from home does hear the dogs barking and it is a noticeable background noise. He did appreciate what the doctor's business had brought to the neighborhood but was concerned the Code change would allow for the continuation and the addition to what he sees as an existing problem. He felt changes to the Code should benefit the community and not just a few people. He stated Dr. Hall had indicated she was involved with the original language, and he was concerned with the result of changing the Code when someone is found in violation, and he did not see the benefit being for the neighborhood but for only one business.

Steven Shelley advised he had been an East Hill resident for 50 years, and even though the business was not in East Hill, he wanted to comment that when she was with Sacred Heart, she was well respected and loved. He was amazed in driving up to the facility how little noise was heard. He stated her business is exactly what the community was looking for.

Amber Hoverson, President of the OEHPA, was at the meeting and as a neighborhood, they were opposed to the Code change. She explained they were not opposed to change but were concerned with the noise and that some other business could come in and not be as mindful of the neighborhood. Also, as a homeowner of a contributing structure, she felt it was not fair when a homeowner in this district is required to go before the ARB and comply with their guidelines. However, this is a law that is being considered; she expressed you can avoid ugly but you cannot avoid noise, and many of the older homes are not insulated.

Betty Bowlin Hinote with Innerpeace Massage Therapies behind the McDonald's stated she had heard barking during therapy sessions, and they would lose business if the noise continued during treatments. She explained patients do sleep during therapy sessions, and the business maintains a quite atmosphere. She further stated the Code was set up to protect the interest of owners, their property values, and safety. She stated she had been at this location for 17 years and felt her property might lose value if the Code is changed. She had visited the pet resort on Hayne Street, and it was absolutely too loud, and if the Code is changed to include any hour, this noise would also be outside. One of her therapists left a note to her to make sure this does not happen since there will be barking dogs while the therapies are in session. Mr. Monk asked how long she had been in business, and she stated they had been operating there 17 years. She was not sure how much business she had already lost. With the Code change and having the dogs outside along with the possibility of a growing business, the problem might get worse. Mr. Monk asked if any customer left an appointment because of the barking dogs. Ms. Hinote explained they could not know if a person did not return because their session was disturbed. She further explained the Code protects against many issues, but she could not provide any solid facts supporting loss of income since this would be speculative. She did emphasize with a change in the Code, the situation would likely get worse.

Chairman Ritz stated as he reflected back from 2008, the noise issue was of concern. At that time, many Old East Hill residents were concerned with the noise; there were no outside exercise runs at that time. As of today, some of those members still do not embrace the idea of outdoor exercise runs, which have been consistent from then to now. He explained the idea of a Conditional Use allows for

checks and balances to occur should situations change. Changing the Code affects the entire area, and if another veterinarian should choose to come in, they could put in an outside run a block away. He advised one of the reasons for the Conditional Use being granted at that time was that a lack of outside runs would prevent a noise issue. He said he tended to think on the side of the neighborhood who opposed it in light of the way it came before the Board the first time. Mr. Monk emphasized the historic nature of East Hill and the Van Gogh Coffee Shop where the youth populated; the 309 house was a safe place for train hoppers and both were a part of the history of this community. It was constantly shut down because of noise complaints. His opinion was if you want quiet, don't live in the city which includes traffic, movement, and noise.

Ms. Campbell questioned how long this area had been business and residential, and Ms. Deese advised since its inception in the late 90s. Dr. Hall pointed out nothing would change since the dogs had already been entering an exercise yard. The exercise yard simply means they go out and exercise and come back in. Ms. Campbell indicated aside from the most recent complaint, the doctor had no other complaints and thought that was an interesting observation; it seemed the problem was not with the dog resort or the veterinarian but the noise level. She questioned if anyone had come up with a build-out for sounds. Dr. Hall stated she had investigated other resorts in the city which are all C-1, but they were not in a historic neighborhood, and when she went to change the Code in 2008, they placed the language in there. She advised at that time, parking was the main concern. She also explained as a property owner, she would be using outside cameras to protect her interests and confirm activity documenting the number of dogs.

Chairman Ritz clarified a Code violation was issued which stated "There are dogs running and exercising outside this facility which has a Conditional Use Permit which prohibits same and the condition constitutes an apparent violation of the Conditional Use Permit." Ms. Deese verified the Code violation was because there were dogs outside. She explained there was a video on the website showing how many times animals go outside into the exercise areas which was the specific Code violation. Dr. Hall explained exercise areas were where dogs were left unattended, which was not the case in her exercise areas. Mr. Moore asked if the change was approved, would it allow dogs to be left unattended. Ms. Deese referred to Dr. Hall's request for fully enclosed kennels with no outside runs and exercise areas are permitted. She explained there are scenarios where there are no outside runs, but the animals could go outside unsupervised, which was not Dr. Hall's intent. Mr. Monk asked if the Board had the authority to limit the number of animals allowed within a square footage. Ms. Deese advised the Board could include in the recommendation to City Council added conditions amending Dr. Hall's request. She clarified that the amendment takes it out of a Conditional Use Permit and makes it a standalone by right use. Chairman Ritz emphasized Conditional Use historically was used as a check and balance. Ms. Deese pointed out limiting the number of animals would be a challenge to enforce. Dr. Hall emphasized she wanted to operate her business as the City gave her permission to ten years ago.

Ms. Campbell asked if the amendment did not go forward and the doctor had one year to satisfy this issue, how would that impact her business. Dr. Hall advised she would not operate a boarding facility where the animals could not go outside. For clarification, Ms. Deese stated during the discussions with Code Enforcement, they felt it would be unreasonable to think that a medical facility for animals could not allow the dogs to go out and relieve themselves, but when the evidence was compiled along with the website video with the five times a day, it clearly was more than relieving themselves. Dr. Hall advised she wished she had clarified "no exercise yards where animals are left unattended" on her original plans. Ms. Campbell advised it would be a terrible loss for this portion of Pensacola to lose Dr. Hall, and asked could there be some sort of buildout for the exercise pad. Dr. Hall explained they incorporated vegetation and astro turf as well as 9' fencing.

Mr. Monk pointed out with the evolution of cities and small towns, we were going to see more small

businesses in isolated parts of the community so people do not have to drive great distances for these services. He personally did not want to live in a community where his children were playing the backyard and someone would call in a complaint on them or his dogs. More small business were going to creep into historic neighborhoods, and this natural evolution is where we're going as a community; There will be some discomfort, but that is the reality of living in a city.

Mr. Larson asked Dr. Hall if she was going to solve the problem before the Board involving multiple dogs, supervised or unsupervised, because he was not comfortable with just saying "exercise areas." Dr. Hall advised she liked the term "no exercise areas where dogs are left unattended." She explained they had play groups with 6 to 8 dogs maximum, and if they were loud, they returned to the inside. However, she was fine with whatever the Board approved. **Mr. Monk made a motion to support with an edit that it read "allows animal hospitals, veterinary clinics and pet resorts within the district by right with fully enclosed kennels, no unsupervised outside runs or exercise areas permitted with a limitation of 5 animals in the area."** The motion was seconded by Mr. Larson. For clarification, Mr. Larson stated with this change, a Conditional Use Permit would no longer be required in C-1. Ms. Deese explained this amendment was specifically for 12-2-10 Old East Hill Preservation District; C-1 still has the language which does not permit exercise areas, and you would be opening up to the entire city if you modified C-1. This is specific to Old East Hill, taking out the Conditional Use Permit requirement. **Ms. Deese clarified Dr. Hall's proposal stated "with no outside runs." Was the Board meaning "no unsupervised outside runs" and thus allow "outside runs" or add "unsupervised" to the exercise areas, and Mr. Monk verified adding "unsupervised" to the exercise areas only. The amendment was accepted by Mr. Larson. For further clarification Mr. Moore stated in OEHPD exercise areas would be allowed, but the language would state they would go out in groups of 5 or fewer supervised. There were no outside runs and the amendment was by right with no Conditional Use. The motion then carried 4 to 1 with Mr. Moore dissenting.** Ms. Deese reminded the audience that this amendment was a recommendation which would proceed to the City Council on May 10, 2018 at 5:30 pm.

Open Forum – None

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:34 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a long horizontal line extending to the right.

Brandi C. Deese
Secretary to the Board

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-10(C)(4)(b) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, two public hearings were held on June 14, 2018 and July 19, 2018 concerning the following proposed amendment to the Land Development Code; NOW

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Chapter 12-2-10 of the Code of the City of Pensacola, Florida, is hereby amended as follows:

(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.
- r. Animal hospitals, veterinary clinics, pet resorts with fully enclosed kennels, no outside runs. Outside exercise areas permitted only if supervised and limited to five (5) or fewer animals.
- ~~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

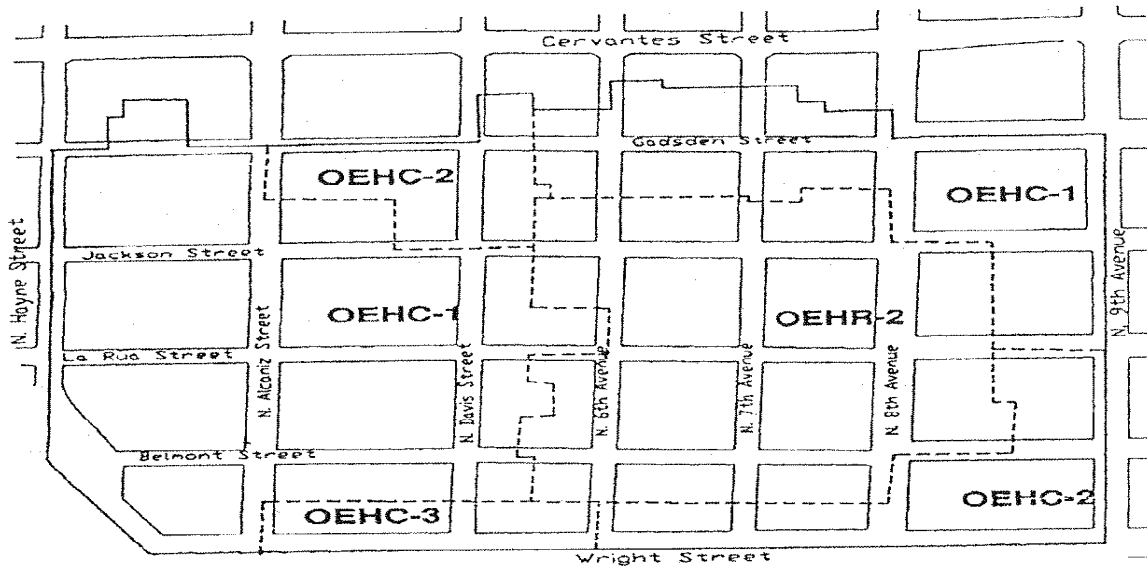
individual structure, its relationship with surrounding structures and the overall district character.

- (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 (except as provided in section 12-2-39)	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 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.				



Old East Hill Preservation District

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

Robyn Tice

From: Brandi Deese
Sent: Monday, May 7, 2018 1:42 PM
To: Ericka Burnett; Robyn Tice
Subject: Fwd: City Council Item Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
Attachments: information-packet-full.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: "Amber Hoverson" <amber.hoverson@oldeasthill.com>
To: "Brandi Deese" <bdeese@cityofpensacola.com>, "Leslie Statler" <LStatler@cityofpensacola.com>
Subject: Fwd: City Council Item Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District

Hi ladies,
I wanted to forward this message to you so you're aware of what I sent over to the councilmen/women. Hopefully it's clear and informative enough.

Happy Monday:)

----- Forwarded message -----

From: Amber Hoverson <amber.hoverson@oldeasthill.com>
Date: Mon, May 7, 2018 at 1:32 PM
Subject: City Council Item Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
To: dkraher@cityofpensacola.com, gwingate@cityofpensacola.com, smyers@cityofpensacola.com, ljohnson@cityofpensacola.com, bspencer@cityofpensacola.com, aterhaar@cityofpensacola.com, pcwu@cityofpensacola.com, jcanada-wynn@cityofpensacola.com

To: Pensacola City Council
To: Don Kraher, Council Executive
Re: City Council Item Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District

Dear Pensacola City Council Members,
My name is Amber Hoverson and I am the President of Old East Hill Property Owners Association.
East Hill Animal Hospital/Pensacola Pet Resort Too is requesting a City Code change that would allow exercise areas in OEHC-1 zoning. While outdoor exercise areas are

allowed in C-3 (light industrial) areas of Pensacola, no such zoning is permitted in our historic districts or any other C-1 zone of the city.

Currently, this Old East Hill business is operating under a Conditional Use Permit granted in 2008 in which the owner agreed not to have outdoor exercise areas. Neighbors in 2008 expressed their concern that outdoor areas would create a noise nuisance that would negatively impact the enjoyment of their property. This fear has become a reality.

In 2008 the code was written to protect our neighborhood by preventing this business from overreaching or impacting our area negatively. The proposed code change will diminish the protection we have while giving more privileges to a business that is already overstepping and in violation of the original agreement.

After hearing from over 50 residents who live and own property in our neighborhood, our Board voted unanimously in opposition of the code change to Section 12-2-10 proposed by the Planning and Zoning Board on April 10, 2018.

We are very concerned as a neighborhood that our voice will not be heard. Even though we are pet friendly and supportive of our small business, we cannot support *this* code change, which would allow inappropriate business operation in our preservation district.

Please vote No on the Proposed Amendment to Land Development Code Section 12-2-10(C)(4)(B) Historic and Preservation Land Use District; Old East Hill Preservation Zoning District: Uses Permitted; OEHC-1 neighborhood Commercial District.

Attached is a packet of information that contains a high level overview of background/current information in regards to the issue, 17 messages from 20 property owners expressing their concerns about the code change, and 6 comments copied from [a petition started at change.org](#).

https://www.change.org/p/pensacola-city-council-keep-the-power-with-the-people-a23539f5-a173-46d3-b20e-ce60adea225e?recruiter=874303628&utm_source=share_petition&utm_medium=copylink&utm_campaign=share_petition

In addition to the online petition started 2 days ago we also have collected over 50 signatures from residents who live/own property in Old East Hill.

Thank you for your careful consideration of our concern.

Sincerely,

Amber Hoverson

OEHPOA President

Like us on Facebook!

<http://www.facebook.com/Old.East.Hill>

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Amber Hoverson

OEHPOA President

Like us on Facebook!

<http://www.facebook.com/Old.East.Hill>

Dear Pensacola City Council Members:

Please vote NO on the "PROPOSED AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-2-10 (C)(4)(B) HISTORIC AND PRESERVATION LAND USE DISTRICT; OLD EAST HILL PRESERVATION ZONING DISTRICT; USES PERMITTED; OEHC-1 NEIGHBORHOOD COMMERCIAL DISTRICT."

What's Going On?

A business in our neighborhood is trying to get City Code changed for the second time in 10 years to support its business needs. The proposed code change would currently only benefit the business, for everyone else it causes harm. A code change opens up our neighborhood for future issues. For example, if a business in our district can change a code now to benefit itself then any future business can use "they did it why can't we" approach to bend the rules to suit its needs. This is unacceptable and very scary.

Currently the businesses at 805 E Gadsden (East Hill Animal Hospital and Pensacola Pet Resort Too) are in violation of City Code 12-2-10(C)(4)(b)6&5(n).

The code allows:

- **Pet shops with all uses inside the principal building**
- **Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas**

The businesses at 805 E Gadsden are in violation of the above codes because there are 3 outdoor areas that dogs use multiple times a day. At the businesses' website <https://pensacolapetresorttoo.com/> you can see a video (You Tube PPR TOO-FINAL) that shows dogs going out multiple times a day as a key selling point. See transcript attached. The violations exist in that all uses **are not** in the principal building and there is **clearly an exercise area**. While Old East Hill Property Owner's Association appreciates the quality of care being given to these animals (who wouldn't want their pets to get this level of attention?!), it does not appreciate disregard for City Code in our district and for the quality of life of its neighbors.

Code Enforcement found East Hill Animal Hospital and Pensacola Pet Resort Too in violation of both codes on February 6, 2018. As a result, they were given until 2/5/19 to "correct the violations by discontinuing allowing animals to run and exercise outside the pet shop/vet clinic". **Instead of removing the option for animals to run and exercise outside the pet shop/vet clinic, the business owner has proposed an amendment to change the code.** Furthermore, the proposed code change not only allows the businesses to continue as before, but allows any NEW BUSINESS to open with no input from the neighborhood. While changing the code would ensure that there is no disruption in business operation at 805 E Gadsden, it poses a major problem for residents who oppose current noise levels and have addressed their concerns to Code Enforcement and City Planning. Again, City Code has already changed once for this business to operate within our district in 2008.

In 2008 these businesses were allowed to move into our neighborhood despite substantial concern and protest from the residents of Old East Hill. Pensacola Pet Resort Too was allowed to open without any input from residents because it was determined that the resort would be **acting upon the same rules as a pet shop**. The Animal Hospital was allowed after getting an amendment to the Land Development Code for OEHC-1, whose regulations specifically excluded veterinary hospitals and clinics. Despite letters and residents speaking out against these businesses at City Hall our voice was not heard and/or understood. Many people in the neighborhood voiced concerns about noise, parking, congestion and

the building's design. Ten years later most people can agree that the building is a welcome addition to overall aesthetics. **However our association has heard complaints from residents about: East Hill Vet customers leaving dog excrement in the yards, sidewalks or green areas surrounding the business, cars parking on the street in front of homes that people live in adjacent to the business, and dogs barking incessantly (more than 5 minutes).** We are an active property owner's association in one of the City's three historic **preservation** neighborhoods and our input must be taken into account. At the City Council Meeting Thursday May 10th we will be requesting that East Hill Vet Clinic/Pensacola Pet Resort Too operate within the original permit granted in 2008.

Summary of Concerns from over 50 residents in Old East Hill

- The business is currently operating under a Conditional Use Permit but is asking for "Permitted Use by Right". Permitted use by right means that the neighborhood loses an additional layer of protection from the City.
- The City or Planning can put restrictions on the operation of a business with a Conditional Use Permit. Without it, this business or any new one can potentially expand without limitations.
- Old East Hill has clearly established historic preservation guidelines that have been disregarded. If this business is granted Right of Use and its Conditional Use permit is removed our concerns as a neighborhood will be much harder to act upon. Currently our option in dealing with unwanted aspects of the business is by filing an affidavit under oath with a witness who lives at a different address; putting the workload on the resident, not the business owner. An affidavit must be notarized by the resident.
- If the code change is approved, anyone can open a C-3 type business in a C-1 area in two thirds of our district. In looking at a city map from 2014 there were 72 homes in the residential area and 162 in all other zones (234 total). Roughly 70% of our neighborhood will be *directly* impacted by this code change. Imagine unwanted businesses scattered around all of Old East Hill permitted by right. If this code change goes through that could happen to our neighborhood or yours.
- A change like this establishes a legal precedent which could be used to add unwanted use to North Hill and Seville.
- This business' specific issue needs to be addressed, not a code change for an entire area.
- This code change affects surrounding businesses, why should one business' needs be put before another's?
- Why should the code be changed to benefit one? It should be changed to benefit the entire neighborhood.

WE BELIEVE THIS CHANGE WILL HAVE A DRAMATIC AND NEGATIVE AFFECT ON OUR NEIGHBORHOOD AND PROPERTY VALUES, AND WOULD GREATLY APPRECIATE YOUR SUPPORT AND HELP

PPR TOO-FINAL Transcript

This is a transcript of the PPR TOO-FINAL clip found at <https://youtu.be/-Ys1i6DgGwU> advertising services that place it in clear violation of current code 12-2-10.

Welcome to Pensacola Pet Resort Too, the first and only pet resort in the Pensacola area that caters to your furry family members 40 pounds and under. We are conveniently located in the Old East Hill Historic District at 805 e Gadsden Street, 1 block south of Cervantes street. Owned, operated and supervised by the doctors at East Hill Animal Hospital, our primary goal is the health and happiness of our feline and canine guests. Therefore, each guest is given a complimentary wellness exam by one of our staff members to ensure that your pet is disease and parasite free. If any problems are noted, our doctors will be happy to attend to your guest's medical needs. If requested our guests will then be checked into one of our spacious suites that mimic your home environment. They will have plenty of room to stretch out and relax or play. We also offer traditional boarding as well as some dogs feel more comfortable in these spaces.

Your pet's day will begin with a 7a wake up walk followed by breakfast and tidying up of their suite. We feed Hills prescription diet ID to our guests for their optimum digestive health during their stay.

Playtime is offered next either inside or out followed by lunchtime snacks, and then another walk outside.

After a lunchtime rest another walk is given, followed by afternoon playtime before dinner.

After dinner the dogs are given 2 more walks before being tucked in for the evening.

All dogs are offered 5 leash free outings a day 365 days a year in one of 3 clean shaded and spacious exercise yards. We adhere to a strict schedule to ensure that all of your pet's needs are taken care of and any changes or problems will be noted by our staff and reported accordingly.

Doggy dare care is offered and enjoyed by many dogs that make lasting friends with other guests and with our staff members. This is a great way to help our puppy guests with socialization and potty training as well as helping our adolescent guests in preventing boredom and increasing exercise. Older guests enjoy the companionship at our doggy day care.

Our amazing staff gets to know your pet and assigns an appropriate playgroup for exercise and interaction during their visit. **Playtime is offered in doggy day care (video shows dogs playing outside) as well as to our overnight guests if requested.**

Our feline guests will enjoy a dog free zone with multi-level cat condos which provide viewing access to our feline play area. In this area the cats can climb, play or just sunbathe in the picture window.

Optional amenities are offered to all of our canine and feline guests such as extra walks and playtimes, cuddles, massages, and bathing and grooming that can add to your pet's experience at Pensacola Pet Resort Too. Our amazing pet resort staff has joined 22 experienced and very talented groomers. They treat each of their grooming clients with kindness, patience, and perfection and can accommodate dogs and cats of any size shape or breed Monday thru Friday. They offer traditional grooming as well as creative grooming for those special or just plain fun occasions. Give us a call at 438 dogs or 438-3467 or visit our website at pensacolapetresorttoo.com for more information.

ALL THE DETAILS

Our neighborhood has its own preservation zoning districts: OEHR-2 (residential) OEHC-1, OEHC-2, and OEHC-3.

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.

Currently, only C-3 section B allows for outside kennels, runs, exercise areas for animals subject to regulations in section s 12-2-54.

Section 12-2-12

Review of Land Development Code OEHC-1 changes and proposed changes

2008 Section 12-2-10 (C) (4) original code

OEHC-2 allows for hospitals and clinics (except for animal hospitals and clinics)

2008 code amendment proposal to add:

“Animal Hospitals and Veterinary Clinics with fully enclosed kennels and no outside runs or exercise areas” to the permitted uses allowed in the Old East Hill Commercial District (OEHC-1)

Background: at the time 805 E Gadsden Street was zoned OEHC-1. The regulations which govern development in OEH district allow hospitals and clinics in OEHC-2 District, with the specific exclusion of animal hospitals and clinics.

Pet shops with all uses inside the principal building were allowed in OEHC-1 in 2008.

2008 code change and Current Code for OEHC-1

Conditional uses permitted. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas

2018 proposed code change:

Animal hospitals, veterinary clinics, and pet resorts with fully enclosed kennels and no outside runs; outdoor exercise areas are permitted by right

2018 proposed code change modifications from Planning Board:

Outside exercise areas would be permitted as long as they are supervised and limited to 5 animals at one time. Conditional Use Permit requirements would be eliminated.

Current City Code Violation City Code 12-210(C)(4)(b)6&5(n)

(C) Old East Hill preservation zoning districts. OEHR-2, OEHC-1, OEHC-2 and OEHC-3

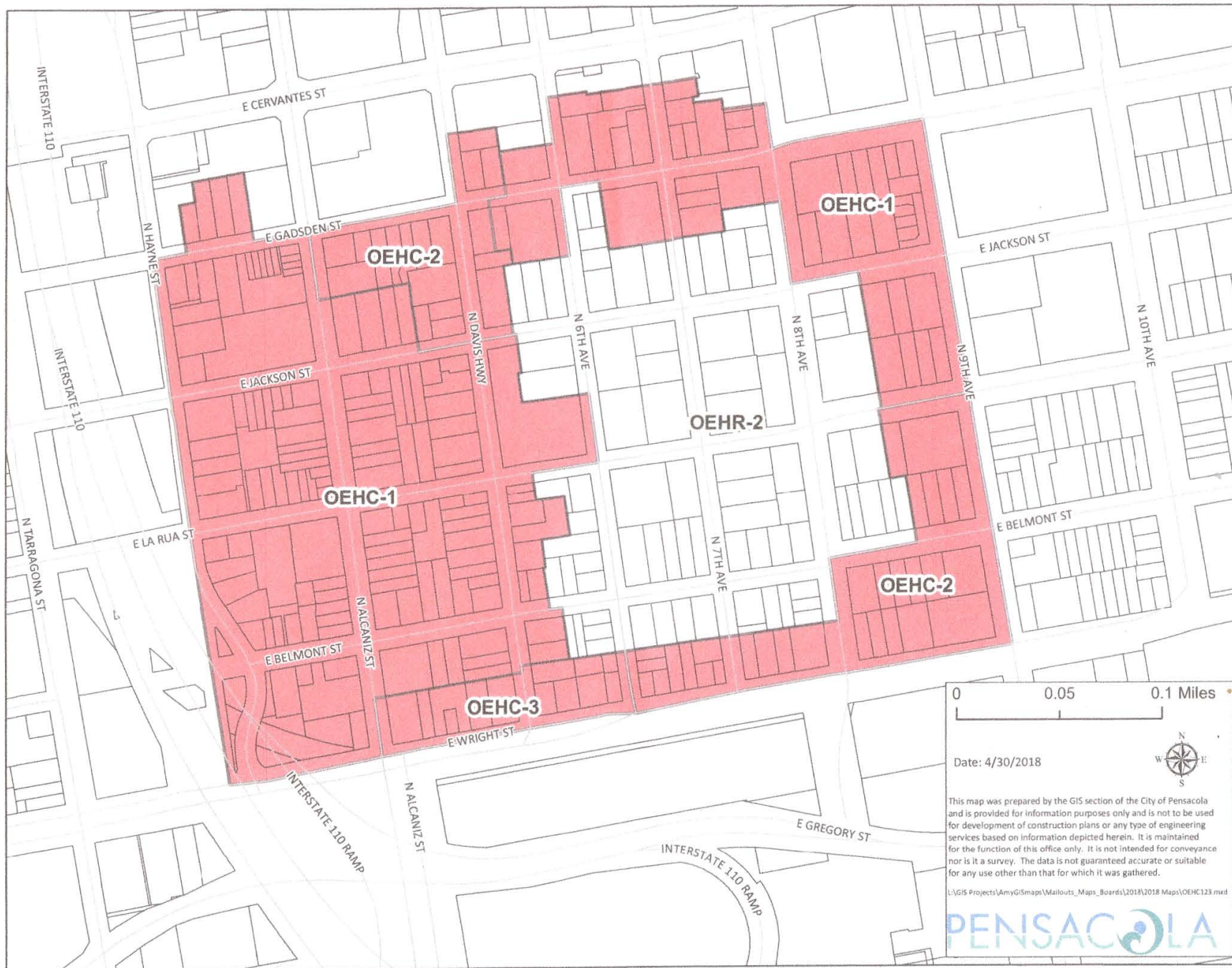
(4) Uses permitted.

(b) OEHC-1, neighborhood commercial district.

6. Conditional uses permitted. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.

5. The following uses, retail only, with no outside storage or work permitted, except as provided herein:

n. Pet shops with all uses inside the principal building.



0 0.05 0.1 Miles

Date: 4/30/2018



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 Projects\AmyGISmaps\Mailouts_Maps_Boards\2018\2018 Maps\OEHC123.mxd

PENSACOLA

May 2, 2018

To: Pensacola City Council

To: Amber Hoverson, President of Old East Hill Property Owners Association

Re: Proposed changes to operating guidelines of 805 East Gadsden Street.

As homeowners at 616 East Belmont street, we feel that future changes to the current operating guidelines as proposed at 805 East Gadsden would be a detriment in regulating future business opportunities within this historic district.

We purchased our dilapidated bungalow in 2013, a residence that had aesthetic code violations and liens with the full intent to restore it to its former 1900 glory. Five years and many months of hard work later; our former drug infested residence is fully renovated. As residents we had to follow strict aesthetic and material use rules as written and made no attempts to revise the current guidelines to suit our needs; even though in many cases it would have been a big money saver. We knew the rules going in.

We made this commitment after evaluating the neighborhood and future growth opportunities as we feel this part of Pensacola is the new 'Hot Spot'. This trend will only continue on this path as many new homes are being built and renovated following strict guidelines for use, materials and aesthetics already in place AND followed by all current and new residents and businesses coming in. Revisions to benefit one entity only will serve as a bad precedent for any future tenant of Old East Hill. Though we appreciate the value of the local business and it's aesthetic appeal within the district, no resident wants to deal with the noise/cleanliness issues associated with it's current business practices which are clearly a violation of it's operating codes; a code which was understood when this process began.

Please add our names to this list of NO revision to the current code.

Sincerely,

Mario Roberts

Jeff Elbert

My name is Lou Mitchell Courtney. My husband & I have lovingly and painstakingly invested time, sweat, and money into restoring our historic home over the past 20 years. We have helped to build trust and community with neighbors in our tiny neck of the woods, Old East Hill. How many of you desire to live next to this facility?

Dr. Hall was given special permission to open Pensacola Pet Resort Too under the analogy to it being a PET SHOP with all uses inside the principle building. In 2008 she requested an amendment to the LDC to allow a veterinary clinic in OEHC-1, whose regulations specifically excluded veterinary hospitals and clinics. Dr. Hall stated in that City Council meeting 'My vet will have completely enclosed areas for sick and surgical animals so there won't be a noise issue.' Dr. Hall operates a clinic, a hospital and grooming facility, and she operates a boarding facility with outdoor areas: it is an EXPENSIVE KENNEL, which is not permitted in our area. The business tax license for her other business (PPR) at 300 Gadsden describes it as a kennel. It is properly zoned for that there. The PPR Too business at 805 Gadsden is described as Pet services/grooming. WHAT IS THE BENEFIT TO THE COMMUNITY IN ALLOWING A **C-3** business to operate in a **C-1** area?

A Conditional Use permit is an added layer of protection that allows for problems to be addressed: we are here today because there IS a problem. On their original permit application it clearly stated there would be '**no outdoor runs or exercise areas**'. Their website states they take the dogs out '5 times a day' . They do this 365 days a year, in 1 of their 3 outdoor runs. I remember from our neighborhood meeting in 2008 Dr. Hall said that the boarding of animals would be at the 300 Gadsden location and grooming and veterinary services would be at the 805 location . Was she boarding dogs at PPR Too to begin with or did the demand for boarding outgrow her space at 300 Gadsden? She should be retroactively fined for the length of time she has been in violation. Recently, when asked to share the current number of dogs there on an average Spring weekday, Dr. Hall responded: 25 during weekdays, 45 on weekends. If the dogs go out 5 (or more) times a day for 20 minutes at a time, then 45 dogs are each outside longer than an hour and a half each day. The barking is noticeably louder in summer months through December, when people vacation.

If the code is changed from Conditional to Right of Use, that means they can expand into our area even further without notifying residents or getting their input and that decision is IRREVERSIBLE. She has intentions to expand. **This will affect our property values adversely.** It would intensify incompatible uses which will result in a nuisance lawsuit and a lot of bad PR. The City can't control any aspect of the operation of her business so they can't protect residents from bad practices. There can be 200 barking dogs there and neighbors cannot complain, except under the city noise ordinance which is vague and ineffective. Nearly half of Old East Hill is zoned HC-1 which means new dog boarding facilities could open up throughout the neighborhood without input from residents.

Let me point out that 3 supporting letters are from adjacent property owners who do not live in their house and 2 have been unoccupied for at least 3 years and the other one burned 1.5 years ago after having housed people with bad drug problems. These people stand to potentially benefit financially (because they are adjacent) if or when Dr. Hall buys their property to expand her business.

City Code was created to protect the majority of the citizens, not for the financial interest of one. We are a small, historic preservation neighborhood with 300 homes. Our quality of life is diminished by this business. There are always **unintended, negative, consequences after a code change even 8, 9, 10 years later.**

I am opposed to this requested code change by the East Hill Veterinary Clinic and Pet Resort Too.

Lou Mitchell Courtney
523 N 8th avenue

May 6, 2018

City of Pensacola,
Council Members

Dear Council Members,

This letter is to show my concern on the proposed change of Land Development Code OEHC-1 in the Old East Hill Historic District.

I recently moved into this area from out of state and chose it because of its rich history, beauty and dedication to preserving the structures that make Old East Hill unique. Our community is going through some very positive changes due to the fact that caring people have been committing their time and money to various projects to keep it going in the right direction.

I feel that making the proposed change to allow animal hospitals, veterinary clinics, and pet resorts to have outdoor exercise areas "by right" is not going to help our residents, only the person (s) owning said type of business.

I do believe in entrepreneurialism and economic growth, but if a long standing code has to be changed in order for one business to operate, who is to say next week another business won't be asking for a code change so that they will gain from it.

I ask the council that they might think more about this change and not allow it to pass through, so that our area will not have problems in the future regarding other land use issues.

Sincerely,



Sally Rausa

Christian,

Thank you for this information.

I may not be at the meeting so here is my position.

I am strongly against changing OEHC-1, which equates to about half the neighborhood, to allow **animal hospitals, veterinary clinics, and pet resorts with fully enclosed kennels and no outside runs; outdoor exercise areas are permitted** by right. The placement of a new Animal Facility with an outside exercise area in a primarily residential area should not be allowable by right. This should be a conditional use and the neighbors should have say as it could affect their enjoyment of their own home.

I personally have no issue with Dr Halls current facility but I also don't live close to it.

It seems her specific issue is what should be addressed, not code for an entire area (OEHC-1). And her issue should be addressed with input from her neighbors near by who are potentially affected by this. (Maybe they have no issue with the facility as it is and could work with her and the city to come up with a variance. I don't know)

Sincerely,

Mark Casson

Morning Amber.

Thank you for the info packet. I am opposed to letting Dr. Hall institute the change to existing code. I have various reasons but most importantly is the fact that **I feel one person should not be allowed to dismantle the rules/regulations** myself and neighbors have had to adhere to for many many years.

I've personally saved several homes from being torn down in our area and still own 2 properties in the affected area. I've had to bear the expense of doing renovations according to the existing law and feel that we as a community should not allow the change due to what appears to be economic reasons. While it's very nice that Dr. Hall is successful: **other businesses in the same position are forced to move to areas that can accommodate them.** I've been in the neighborhood for 43 years and have seen many positive changes; I truly feel this is a request to accommodate one individual and in doing so it would adversely affect not only our neighborhood but All of Pensacola with this zoning.

Thank you. Beverly Elliott

To Amber Hoverson (Pres. of OEHPOA),
Brandi Deese (City of Pensacola),
Planning Board Members,
& City Council Members,

My name is Susan Agnew, resident with my husband and two children, who have lived in our home at 810 East La Rua Street for the past 20 years. This neighborhood has changed for the better while I have resided here and raised my two children. The community is quaint, friendly, giving and open to changes that enhance the community, while also growing with businesses moving into the area and mostly working to be a part of this community.

I am concerned that the code enforcement violation by East Hill Animal Hospital/Pensacola Pet Resort Too, at 805 E Gadsden, is being handled in the wrong manner for the betterment of our neighborhood, now and moving forward, and for all the Neighbors living here. Our neighborhood association has met and overwhelmingly voted to not change present code 12-2-10 in April 2018 at our association meeting.

There was a violation to the present code 12-2-10; there is a proposal to have the code changed by the person/business that violated it. *This is like letting the Fox who broke into the Hen House getting to design the new Hen House and all security around it. I do not believe it is correct to change the present code to circumvent the code violation that has taken place on February 6, 2018 by East Hill Animal Hospital /Pensacola Pet Resort Too.* **I am AGAINST** the code change presented by East Hill Animal Hospital/Pensacola Pet Resort Too. The code should stay as is, and the CONDITIONAL USE PERMIT with FULLY ENCLOSED KENNELS and NO OUTSIDE RUNS or EXERCISE AREAS should stay enforced.

Thank you for allowing my voice to be heard and for handling this in a timely manner.

Susan C. Agnew

810 East La Rua St.
Pensacola, FL 32501
susandanagnew@cox.net
850.470.9014
850.572.1721

Barbara D'Amico
Shaib AlAgily
307 East Gadsden
Pensacola, Florida 32501

To: Amber Hoverson
OEHPOA President

Dear Ms. Hoverson:

We write to voice our agreement with the position of OEHPOA; we do not support the code change.

As we live on the corner of Haynes and Gadsden, we struggle in particular in our area to maintain a residential environment. We do not wish to encourage more businesses and or their expansion in our neighborhood. My husband and I strongly believe that any change in the code would allow other businesses as well to ask for expansion of their businesses. In particular we question why we are allowing this change for one business that has requested a change that will have an impact for all who live in residential areas in our city.

We believe Pensacola like so many other cities struggles with housing for all. We lack in particular in Pensacola affordable housing. Our small corner of old historical East Hill has a larger population of minorities. We wish to keep our neighborhood diverse and affordable; we do not wish to see businesses expand and push affordable housing out simply because those companies have the financial means and political power to expand and push agendas that serve only those businesses.

I strongly urge the City Council not to grant a single taxpayer an exception that will have long-term consequences for all residents of our city not just historical old East Hill.

Thank you,

Barbara D'Amico mobile: 972 897 7951

Shaib Agily mobile: 972 533 6252

Danny Agnew
810 East La Rua St
Pensacola, FL. 32501
susandanagnew@cox.net
850.470.9014 or 850.572.1299

To Whom It May Concern:

As a resident on the OEHPOA community, I would like to state my opinion on the proposed change in code of 12-2-10 by East Hill Animal Hospital/Pensacola Pet Resort Too.

My understanding is the code was violated in February of 2018. There is a proposed change of the code in order to circumvent the enforcement of the violation. I **oppose** changing the present code. The business should be required to adhere to the code that was written and approved in 2008 that allowed it to enter the neighborhood originally.

The code, as currently written, was put in place to protect the neighborhood, and prevent **this** business from overreaching, or impacting the neighborhood environment negatively. The proposed code, from East Hill Animal Hospital/ Pensacola Pet Resort, puts that in jeopardy and only seeks to weaken the protection that was sought originally.

Sincerely,

Danny Agnew

I currently reside in the neighborhood that places me across the street from East Hill Animal Hospital. I am writing to voice my obvious objections to Ms. Hall's proposed changes to the land development code for a neighborhood in which she chose to place a business.

Ms. Hall has been in violation of the code for quite some time now. She has a transparent uncaring regard for the people who have property, children, investments, and long-term regard for the neighborhood. I have been subjected to hour after hour of 8-10 dogs barking in an enclosure behind her business, IN VIOLATION OF THE CODE. Countless times, I have witnessed her clientele using our neighborhood as a repository for their dogs' feces, IN VIOLATION OF THE LAW. Nearly every day of the week, she and her employees use the City's grass easement (between the sidewalk and 8th Avenue) as a parking lot, IN VIOLATION OF THE LAW.

I remember distinctly when Ms. Hall showed up years ago with a lot of promises and assurances. In truth, she has been a very poor neighbor, and this beautiful piece of historic Pensacola is dirtier, louder, trashier, and more congested for Ms. Hall having been here. We take care of this place because it is our home. Clearly, she takes no responsibility.

The Code was not written for or against our current business owners in the area, so there is no compelling reason to amend it for Ms. Hall. She knew what the Code said when she located here, and she chose to violate it over and over again. Now she wants the Planning Board, whom she has pointedly ignored, to change the Code solely for her benefit? For her to even make this request, after what she has done to our street, is obscene.

I would prefer Ms. Hall pack up her business and move it to a location in which the Land Development Code suits her goals. Otherwise, I fully expect the City of Pensacola to reject this request, and then get serious about enforcing the existing regulations to bring this business into compliance.

Sincerely,
Dr. Stacey Rimmerman

My name is Michael Courtney and I live a block from this business. We have poured time, sweat and money into our home in Old East Hill for over 20 years. Our home is our investment in preserving the past, maintaining the present, and insuring for the future. That is in jeopardy: we stopped recent plans for renovations until we see what the City decides on this issue. Will it protect the people's rights and their property values by enforcing the existing code or will it side with this C-3 business that is located in a C-1 zone? How many of you would choose to live next door to this business? Dr. Hall said she is planning to buy adjacent properties. Behind her there are 2 run down contributing houses on 3 lots which will give her the ability to board 3 times as many dogs. Right now residents have concerns about contaminated storm water runoff. Is each poo picked up diligently right after they go? How much salt accumulates into the soil and groundwater every time a dog marks their territory or urinates? She says on an average Spring weekend she houses 45 dogs. An average dog produces 3/4 pounds of poop a day. That's 33.6 pounds a day and that's a lot of poop. How many dogs board during summer and the fall holidays? Buying those lots would allow 135 dogs to board on an average Spring weekend.

In 2008 Laura Hall petitioned the city to open her business here, even though our clearly established historic preservation guidelines did not allow that type of business and there was opposition from residents and concerns about parking and excessive barking. In the November 2008 City Council meeting Dr. Hall and Sherri Morris promised there would be no outdoor exercise areas. Despite the code at the time and concern of residents, City Council disregarded both and granted her a conditional use permit with the restriction that there be no outdoor exercise areas. She agreed to these restrictions then she broke them. Now, 10 years later and concerns have grown into problems. In addition to being a clinic and a hospital, it is a fancy kennel (a place where people leave their dogs while they are away) with 3 outdoor areas. Now this business wants to expand without conditions or restraint, by trying to change the code, and the conditional permit to a right of use permit. What other OEHC-3 businesses could sneak in to our C-1 & C-2 areas under this code change?

2 properties adjacent to this business have been unoccupied over 3 years & are not well kept. Another one burned 1.5 years ago & is sitting there. Several other nearby properties have a hard time keeping renters-perhaps this business is contributing to the beginning of urban blight. Other areas of our small neighborhood are thriving.

The city should take pride in and protect their few historic preservation districts by adhering to the regulations already in place, not changing to a code that will adversely affect much of Pensacola for the financial benefit of one individual.

Michael Courtney
523 N 8th avenue

Brandi Deese

From: theresa finkbeiner <coyotemoonherbcompany@cox.net>
Sent: Sunday, April 08, 2018 7:19 PM
To: Brandi Deese
Subject: 805 E. Gadsden St code ordinance

Dear Ms. Deese,

i became aware of an ordinance that Laura Hall wants to remove from the Code at 805 East Gadsden St.

This is not a good move. As a Licensed Massage Therapist and renter at Innerpeace 815 E. Gadsden,

the dog barking noise will be unavoidable. I give massage throughout the day along with 3 other therapists

and we are not happy to hear of a dog run and kennels outside. This is a residential area too and the noise can be unnerving.

I hope you will consider the people on the whole block on Gadsden St and around the corner.

No one wants to listen to dogs barking all day and night. Please do not remove the code ordinance for this area.

When she bought here, she knew the deal and has broken the code already. Can you please put an end to it right now!!

Thank you for your consideration, I am not able to attend the meeting on this topic .

Theresa Finkbeiner 437 9192

My address is 603 N. 8th Avenue. This puts me across from East Hill Animal Hospital on the same block. I am writing to voice my strenuous objections to Ms. Hall's proposed changes to the land development code for a neighborhood in which she chose to place a business, with full knowledge of what the limitations to that business would be.

Ms. Hall has been in violation of the code for quite some time now. Her casual disregard for the people who have property, children, investments, and long-term regard for the neighborhood is obscene. I have been subjected to hour after hour of 8-10 dogs barking in an enclosure behind her business, IN VIOLATION OF THE CODE. Countless times, I have witnessed her clientele using our neighborhood as a repository for their dogs' feces, IN VIOLATION OF THE LAW. Nearly every day of the week, she and her employees use the City's grass easement (between the sidewalk and 8th Avenue) as a parking lot, IN VIOLATION OF THE LAW.

I remember distinctly when Ms. Hall showed up years ago with a lot of promises and assurances. In truth, she has been a very poor neighbor, and this beautiful piece of historic Pensacola is dirtier, louder, trashier, and more congested for Ms. Hall having been here. We take care of this place because it is our home. Clearly she does not feel the same responsibility.

The Code was not written for or against Ms. Hall, so there is no compelling reason to amend it for Ms. Hall. She knew what the Code said when she located here, and she chose to violate it over and over and over. Now she wants the Planning Board, whom she has pointedly ignored, to change the Code solely for her benefit? For her to even make this request, after what she has done to our street, is outrageous.

I would prefer Ms. Hall pack up her business and move it to a location in which the Land Development Code suits her goals. Otherwise, I fully expect the City of Pensacola to reject this ridiculous request, and then get serious about enforcing the existing regulations to bring this business into compliance. Thank you.

Sincerely, Charles Voltz

What are the ramifications for the whole neighborhood in the future? When Dr. Hall petitioned to get a zoning change so she could open the clinic I saw it as continued encroachment by businesses such that in the future they could be right next door. That might be far away but the encroachment process itself might cause grief, little by little.

I am against the code change because I see it as an intrusion of business establishments into a historical Pensacola neighborhood. Old East Hill is not very large, and businesses already border much of the area—all along Cervantes Street, Ninth Avenue, and Wright Street (were these businesses grandfathered in?). Our quiet little neighborhood is inexorably being squeezed closer together. I'll sign the petition against code change.

Cheers,

Jerry Gill

Amber,

It looks like Dr. Hall is going to get her way, no matter what the residents of Old East Hill want. What about talking to the owners of Maria's seafood.....They might get involved if they knew that dogs would be barking during their lunch and dinner service, once they open the new restaurant.

My personal complaint is that OEH is being encroached upon and is getting smaller and smaller as a residential area. So sad.

Diana

To the Planning and Zoning Board April 10, 2018

My name is Amber Hoverson and I live at 706 E Jackson Street in Old East Hill preservation district. I am writing in regards to the amendment to the Historic and Preservation Land Use District, Section 12-2-10 that is being proposed

Here are my concerns about the current proposal to amend section 12-2-10 further:

1. I don't think that any codes should be changed for an individual business. Codes are written for a reason and changing them should benefit the entire neighborhood, not just an individual/business. Also, if changing a code is easy to do current codes lose their authority and people are less likely to comply with them to begin with. This equates to more code violations in general and people doing what they want because they can.
2. We are a mixed use neighborhood so there is commercial zoning throughout the area. The proposed change could hypothetically allow for a veterinary clinic or animal hospital with dogs barking throughout the day to open anywhere within the neighborhood with commercial zoning. Which means hypothetically we could have barking dogs scattered around our entire neighborhood instead of concentrated in one area. Noise pollution lowers home values and quality of life.
3. As someone who has had to go to the ARB several times to get approval for our own home's renovations I can speak to strict guidelines that are in place. The majority of structures in our neighborhood are people's homes. It seems grossly unfair to me that homeowners are held to such strict standards for the exterior renovation of our homes but a business (someone who makes money here) can violate a code (which is a law and not merely a guideline as in the case of the ARB), have a year to come into compliance with the code, and has the option of changing the code so that the business can continue to do what it has always done. Also consider that homeowner's guidelines set in place by the ARB only influence what we see. The proposed code change affects what we hear. A person can make a choice to ignore something they find ugly in the neighborhood, but noise pollution cannot simply be ignored, even from the interior of a home.

I congratulate East Hill Veterinary Clinic and Pet Resort Too on its business success; however, there is a time and place for everything. The place for the part of this business that includes outdoor runs or exercise areas is not Old East Hill. This is a place that is primarily made up of charming old houses and a scattering of small businesses that are either unobtrusive or adding to the charm. We live in a very special place and it is exciting to see the growth that our community has experienced. Allowing a business to change the code to suit its needs does not set us up for success. The needs of the community need to be put before anything. We will survive without a pet resort in the neighborhood but we will not survive if we are known as the noisy neighborhood with the barking dogs because we are the only C1 zoning area that allows for C3 noise.

Sincerely,

Amber Hoverson

Re: Businesses at 805 E. Gadsden ST presently
in Violation of City Code 12-2-10(c)(4)(b) 6.5(n)

As owners of a residence and business in the 800 blk
of E. Jackson St. we are directly impacted + we are
profusely Opposed to the current request for code
change requested by East Hill Pet Resort and
Pensacola Pet Resort too.

- (a) It benefits only them;
- (b) It will ADVERSELY impact not only our property
values, but the values of homes within a two to
Three block area. We can't even sit on a deck or
enjoy our back yards without incessant barking
interrupting conversations;
- (c) The business has allowed for no on-site parking
to sustain employees nor customers, As the rest
of commercial businesses have had to do;
- (d) Most importantly the proposed code change would
allow the requesting businesses to continue
as before without adhering to Notice of Violation
and allow New Businesses to open with no
regard for the right to a peaceful + quiet
home environment and input by those whom
it adversely affects or might potentially impact

We are in total and complete support of the

Petition Submitted by Amber Hoverson on behalf
of Homeowners in old East Hill Preservation District

*

Residence: 820 E. Jackson
(2 backyards away
from open dog runs)

Business: Jackson Hill Antiques
819 E. Jackson

Maria Hanell (MARIA HANELL)
Patricia McGrath (Patricia McGrath)
Joint Owners 820 E. Jackson ST
819 E. Jackson ST

Brandi Deese

From: president@historicnorthhill.com
Sent: Friday, March 30, 2018 10:24 PM
To: Brandi Deese
Cc: christianwagley@gmail.com; nicholsmelanie2@gmail.com
Subject: Planning Board Item - Request to consider Amendment to LDC Section 12-2-10 Historic and Preservation Land Use District
Attachments: City_Council_Minutes_November_20_2008.pdf; Section_12_2_54_Animal_Hospitals_businesses_that_board_animals.docx; Section_12_2_32_Buffer_Yards.docx; Section_12_2_8_Commercial_Land_Use_District.docx

Brandi,

I hope this finds you doing well.

Our Board saw on the agenda that an amendment to the Historic & Preservation Land Use District, Section 12-2-10 was being proposed and reviewed the application and past history on the change in great detail.

It appears that the applicant has changed the wording of what is currently in Section 12-2-10 in their request, (added two words for a new land use not previously approved, or defined in the Land Development Code, "Pet Resort", and deleted the word "or". That one word "or" changes it from the current reading of "Animal Hospitals and Veterinary Clinics with fully enclosed kennels and no outside runs OR exercise areas" to now adding Pet Resorts AND exercise areas as an allowed Conditional Use..

I think that it would be very helpful if the Public and the Board:

have a copy of what the existing Section 12-2-10 says on the subject, the background for the change in 2008, and where such a use that is being requested is currently allowed in the rest of the City (C-3 Zoning District) and that perhaps more clarification could be added to the Staff Memorandum. As it is now, the Board and Public don't know that the applicant is trying to put a C-3 type use in a C-1 Zoning District. This is a MAJOR change in the 12-2-10.

Here is the section of OEHC-1 from Section 12-2-10

(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.}

This is the exact same language that is in the Municipal Code for the same use in C-1 districts throughout the City. Our Board does not have an issue if the applicant makes this a permitted versus conditional use, however, we take issue to the addition of "Pet Resort" (not in the LDC and the removal of the word or which would allow outside exercise areas.

Previous to November 2008, Animal hospitals and veterinary clinics were NOT allowed in the OEH Zoning Districts. This same applicant, Dr.

Hall, petitioned to have them added in 2008 and was approved on the condition that there would be no outside runs or exercise areas.

It was very controversial and there was much concern about noise to adjacent residential property owners and Dr. Hall is on record saying that there would be no outside exercise areas. Sherry Morris is on record throughout the Council Hearing insisting that there would not be any outside runs or exercise areas. I have attached the minutes from the City Council meeting from November 17, 2008 which voted to approve the conditional use of animal hospitals and veterinary clinics with no outside runs or exercise areas. The minutes also contain numerous concerns by adjacent property owners.

Many of the residents concerns have materialized according to the Code Enforcement Complaint and Violation. I think that the Board and the Public should have a copy of the minutes from that CEB Meeting since it's referenced in your memorandum.

Has notice been mailed to the adjacent property owners about this new proposal before the Planning Board?

I would recommend that the Planning Board look in the Municipal Code to see where the facility the applicant would like to run would be allowed to occur. It is only allowed to occur in the C-3 Zoning District which is by no means comparable to the OEHC-1 District where this change would be made.

Dr. Hall is currently operating a Pet Resort with outside exercise areas that meets with the City's Municipal Code in the C-3 Zoning District near Hayne Street. (Not within the boundaries of Old East Hill governed by the ARB). The applicant's request to bring C-3 uses within the Preservation District is not compatible.

C-3, commercial zoning district (wholesale and limited industry)

(a) Any use permitted in the C-2 district. (Animal Hospitals and Vet Clinics with NO outside kennels, runs, or exercise allowed in C-2) but you can't have outside exercise areas until section (b) below in C-3

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

Section 12-2-54 is titled, Animal Hospitals, veterinary clinics, commercial kennels and businesses that board animals and contains minimum setbacks of 100 feet to a residence and must contain a buffer yard as described in Section 12-2-32 Buffer Yard.

There is no survey or diagram of the site in the application to see how close the clinic and outside exercise area would be to adjacent properties.

As you will see from the attached minutes and Memorandum from Thaddeus Cohen, Community Development Director and also signed by Sherry Morris, Planning Services Administrator, "The majority of those who responded were opposed to the proposed request" in 2008.

Now, additional changes are being proposed which will intensify the use on this property and the noise which could impair the quiet enjoyment of adjacent properties.

The North Hill Preservation Association Inc. does NOT support this change to the Historic and Preservation Land Use District. We strongly feel that such a change would negatively impact the families who make Old East Hill their home and who like us, have very small lots which are close together. Furthermore, such a change establishes a legal precedent which could be used to add this use to all the other Districts governed by Section 12-2-10.

In closing, the words of Robyn Tice to the City Council in November 2008 say it best, "Codes aren't written for one individual's benefit, they are to be to the benefit of the citizens/neighborhood as a whole".

Thank you for your consideration,

Melanie Nichols, President
North Hill Preservation Association, Inc.



Betty Wilson

5 hours ago

REASON FOR SIGNING

Zoning is tricky and should not be changed to help one business or individual.



1



Share



Tweet



simone sandifer

6 hours ago

REASON FOR SIGNING

Although I support local business I do agree once zoning changes one way it's hard to stop and go back



1



1 reply



Share



Tweet



Michael Courtney

4 hours ago

IMPOSSIBLE to go back.



Cameron Northup

21 hours ago

REASON FOR SIGNING

I want to support east hill and I live in new east hill



1





Kari Traud

22 hours ago ago

REASON FOR SIGNING

This type of zoning should not be allowed in old historic neighborhoods due to houses being close together. Please do not rezone this area! Or any old neighborhood as its not fair to the residents! Thank you!



Share Tweet



Bianca Villegas

23 hours ago ago

REASON FOR SIGNING

I'm a resident of North Hill and believe that these sorts of businesses should exist in the north of Pensacola where there is land to accommodate for their needs. Noise ordinance alone should not allow this type of business to exist within our neighborhoods in this part of Pensacola.



Share Tweet



Teresa Hill

24 hours ago ago

REASON FOR SIGNING

I love old east hill. We are counting on you, our leaders, to ensure that preserving diversity and character is your top priority for our downtown core. Vote no on this zoning change, as it will open up the wrong kind of development for this historic neighborhood. #keeppensacolaunique



Share Tweet

Robyn Tice

From: Brandi Deese
Sent: Monday, May 7, 2018 9:53 AM
To: Don Kraher
Cc: Robyn Tice; Ericka Burnett; Sherry Morris
Subject: FW: Code change proposal 12-2-10 for EOHCO 2018
Attachments: Danny Agnew OEHCO Letter.doc; Susan AGnew OEHEO Letter.doc

Please see attached letters of opposition for the LDC Amendment to Section 12-2-10 proposed by Dr. Laura Hall. Thanks.

Brandi C. Deese, AICP

Planning Services Division
City of Pensacola
PO Box 12910
Pensacola, FL 32521
Office – 850.435.1697
Fax – 850.595.1143

From: susandanagnew@cox.net [mailto:susandanagnew@cox.net]
Sent: Monday, May 07, 2018 9:41 AM
To: susandanagnew@cox.net
Subject: Code change proposal 12-2-10 for EOHCO 2018

I have attached letters for the meeting that is pertaining to the proposed code changes for Old East Hill Community for 2018.

Thank you for allowing our voices to be heard.

~Susan and Danny Agnew



FREE Animations for your email

Click Here!

To Amber Hoverson (Pres. of OEHCO),
Brandi Deese (City of Pensacola),
Planning Board Members,
& City Council Members,

My name is Susan Agnew, resident with my husband and two children, who have lived in our home at 810 East La Rua Street for the past 20 years as of this October. This neighborhood has changed for the better while I have resided here and raised my two children. The community is quant, friendly, giving and open to changes that enhance the community, while also growing with businesses moving into the area and mostly working to be a part of this community.

I am concerned that the code enforcement violation by East Hill Animal Hospital/Pensacola Pet Resort Too, at 805 E Gadsden, is being handled in the wrong manner for the betterment of our neighborhood, now and moving forward, and for all the Neighbors living here. Our neighborhood association has met and overwhelmingly voted to not change present code 12-2-10 in April 2018 at our association meeting.

There was a violation to the present code 12-2-10; there is a proposal to have the code changed by the person/business that violated it. *This is like letting the Fox who broke into the Hen House getting to design the new Hen House and all security around it. I do not believe it is correct to change the present code to circumvent the code violation that has taken place on February 6, 2018 by East Hill Animal Hospital /Pensacola Pet Resort Too. I am AGAINST* the code change presented by East Hill Animal Hospital/Pensacola Pet Resort Too. The code should stay as is, and the CONDITIONAL USE PERMIT with FULLY ENCLOSED KENNELS and NO OUTSIDE RUNS or EXERCISE AREAS should stay enforced.

Thank you for allowing my voice to be heard and for handling this in a timely manner.

Susan C. Agnew

810 East La Rua St.
Pensacola, FL 32501
susandanagnew@cox.net
850.470.9014
850.572.1721

Danny Agnew
810 East La Rua St
Pensacola, FL. 32501
susandanagnew@cox.net
850.470.9014 or 850.572.1299

To Whom It May Concern:

As a resident on the OEHCO community, I would like to state my opinion on the proposed change in code of 12-2-10 by East Hill Animal Hospital/Pensacola Pet Resort Too.

My understanding is the code was violated in February of 2018. There is a proposed change of the code in order to circumvent the enforcement of the violation. I **oppose** changing the present code. The business should be required to adhere to the code that was written and approved in 2008 that allowed it to enter the neighborhood originally.

The code, as currently written, was put in place to protect the neighborhood, and prevent **this** business from overreaching, or impacting the neighborhood environment negatively. The proposed code, from East Hill Animal Hospital/ Pensacola Pet Resort, puts that in jeopardy and only seeks to weaken the protection that was sought originally.

Sincerely,

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

++-----

Before the undersigned authority personally appeared **Steve Dulaney** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

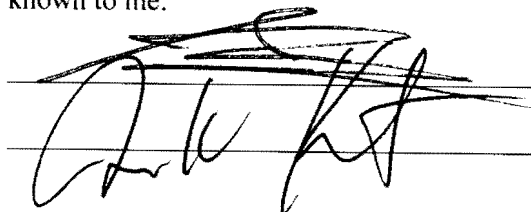
NOTICE OF PUBLIC HEARING

Was published in said newspaper in the issue(s) of:

April 30, 2018

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this **30th** day of **APRIL, 2018**, by **Steve Dulaney**, who is personally known to me.



Affiant

Notary Public

NOTICE OF PUBLIC HEARING

On **Thursday, May 10, 2018** at 5:30 p.m. in the Council Chambers of City Hall, 222 West Main Street, the Pensacola City Council will conduct quasi-judicial hearings and public hearings to consider the following:

- **PUBLIC HEARING** - Request to Amend the Land Development Code - Section 12-2-10 - Historic and Preservation Land Use District - Request to Allow Animal Hospitals, Veterinary Clinics and Pet Resorts as a Permitted Use in the Old East Hill Commercial Districts.

You are not required to respond or take any action regarding this notice; but if you wish to speak before the City Council on this subject, you are invited to be present at the scheduled hearing.

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she 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.

For additional information on this matter, please call Planning Services at (850) 435-1670.

By direction of the City Council,

Ericka L. Burnett
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00119

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Brian Spencer

SUBJECT:

APPROVAL OF DOWNTOWN IMPROVEMENT BOARD (DIB) BY-LAW AMENDMENT AND RATIFICATION OF 2009 AMENDMENTS AS WELL AS ANY OTHER AMENDMENTS NOT PREVIOUSLY APPROVED

RECOMMENDATION:

That City Council approve the submitted amendment to the DIB By-Laws as required by said By-Laws as well as the State Enabling Act, Chapter 72-655, Laws of Florida. Further, that City Council ratify previous amendments made in 2009 as well as any other amendments not previously approved.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Downtown Improvement Board (DIB) was established by Chapter 72-655, Laws of Florida, as amended by Chapters 76-466 and 80-582, Laws of Florida. In accordance with Chapter 72-655, the DIB adopted certain By-Laws and Internal Governance, with the ability to further amend the By-Laws. Prior to becoming effective, the amendments must be approved by the City Council.

Chapter 72-655, Laws of Florida - Section 6. Board bylaws and internal governance.

“The board shall formulate and may amend its own rules of procedure and written bylaws not inconsistent, herewith, and such rules of procedure and written bylaws, and amendments thereto, shall not become effective until approved by the city council....”

Article VI. Section 1. (2) - DIB By-Laws

“No Amendments to the bylaws shall become effective until approval by the City Council, as provided within the State Enabling Act.”

Proposed Amendment(s) and/or ratifications:

Article I, Section 2, subsection 2 - add language, “to contribute to the progress and growth of

Downtown Pensacola through promotion; manage parking in Downtown Pensacola..."

Article I, Section 2, subsection 5 - add language, "...including hosting events."

Article I, Section 4 - Office - add language, "...unless the main office is located in facilities owned by the City of Pensacola, Florida or Escambia County, Florida."

Article II - Section 1 - Membership and Term, subsection (a) - adjust dates, "...shall be appointed in 1992, ...1993,...1994

Article II - Section 7 - (4)- Open Meetings and Public Notice of Meetings.-- add language -- 48-hrs

Article III, Section 1, Subsection 7 - DIB By-Laws

Length of Term: There is no limit to the number of terms a Board officer may serve in the same office.

Article III Section 2- Committee Appointments - strike, "The Chairman shall be responsible for making standing committee appointments." Add, "The Chairman shall determine when a standing committee will be active and may make appointments to the active standing committees as needed."

Add language 12) Expanded District Committee

13) Such other Committees as the Chairman deems to be appropriate subject to approval of the Board

Add language 13) The Expanded District Committee is responsible for gathering and communicating to the Downtown Improvement Board any and all data and recommendations relevant to any area of the district added to the district within the immediately preceding five-year term. The Expanded District Committee shall cease to exist at such time as the Board is expanded to more than five (5) members

Add language 14) Any and all other Committees shall be responsible for the charge provided by the Chairman and approved by the Board

Article III - Section 3 Employees - (3)Administrative and Other Staff - strike - "Board and appoint or..." to then read, The Executive Director may employ such....

Also, certain amendments made in 2009 or prior which have not been previously approved by City Council will need to be ratified by City Council. These amendments have been relied upon by the DIB and no indication can be found that Council approved said amendments.

PRIOR ACTION:

June 16, 2016 - City Council approved Downtown Improvement Board (DIB) By-law Amendments

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) DIB Bylaws Complete Exact Feb 2018
- 2) DIB By-Laws Ratification
- 3) DIB By-Laws Amendment
- 4) DIB By-Law Amendments June 2016
- 5) April 2006 DIB Minutes
- 6) May 2006 DIB Minutes

PRESENTATION: No

**BYLAWS AND INTERNAL GOVERNANCE PROCEDURES OF THE
PENSACOLA DOWNTOWN IMPROVEMENT BOARD**

A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I – THE BOARD (PURPOSES AND POWERS)

Section 1 - Name

The official name of the Board shall be “Pensacola Downtown Improvement Board” or short title “Downtown Improvement Board”. As used herein, Board, shall mean the Pensacola Downtown Improvement Board unless otherwise specified.

Section 2 – Purpose and Objective

The Downtown Improvement Board was established in April 1972 by the Florida Legislature (Chapter 72-655 as amended 76-466 and 80-582) to correct downtown Pensacola commercial blight; preserve property values; to contribute to the progress and growth of Downtown Pensacola through promotion; manage parking in Downtown Pensacola; encourage economic development; attract commercial and residential re-investment into urban core; and beautify downtown Pensacola through proper maintenance, aesthetic and technical design and redevelopment measures. The overall objectives of the Board are specifically itemized in the state charter and include the following:

- 1 Prepare and maintain, on a current basis, an analysis of the economic conditions and changes occurring in the downtown area, including the effect thereon of such factors as metropolitan growth, traffic congestion, lack of adequate parking and other access facilities, and structural obsolescence and deterioration
- 2 Formulate and maintain on a current basis both short-range and long-range plans for improving the attractiveness and accessibility to the public of downtown facilities, promoting efficient use therefore, remedying the deterioration of downtown property values and developing the downtown area
- 3 Recommend to the City Council for its consideration and approval the actions deemed most suitable for implementing the downtown development plans, including removal; razing; repair; renovation; reconstruction; remodeling and improvement of existing structures; addition of new structures and facilities; relocation of those existing and changes in facilities ingress and egress patterns
- 4 Participate actively in the implementation and execution of approved development plans; including establishment, acquisition, construction, ownership, financing, leasing, licensing, operation and management of publicly owned or leased facilities deemed feasible and beneficial in effecting implementation for public purposes
- 5 Carrying on all other projects and undertakings, including hosting events authorized by laws and within the limits of the powers granted to it by law, and such additional lawful projects and undertaking; related to the downtown area as the City Council may assign to the board with its consent

The general purposes for which the Board is organized are to operate exclusively to promote the health, safety and general economic and social welfare so as to qualify it as a tax-exempt organization under Section 501 (c) (4) of the Internal Revenue Code of 1954, or the corresponding provisions of any subsequent federal tax laws. The Board is not organized for and shall not be operated for profit.

Section 3 – Corporate Seal

The corporate seal of the Board is in the form of a circle, the outer rim of which bears the name “Downtown Improvement Board, Florida” and the date of its organization, 1972 (i.e. April 26, 1972).

Section 4 – Office

The main office of the Board shall be at 11 West Romana Street, Pensacola, Florida, or such other place as may be designated by the Board from time to time provided it remains within the bounds of its established district unless the main office is located in facilities owned by the City of Pensacola, Florida or Escambia County, Florida.

Section 5 – Powers

The Board shall have all powers granted it by the laws of the State of Florida including but not limited to the powers specifically designated in its enabling legislation (Chapter 72-655, as amended) which include the following:

1. To enter into contracts and agreements, and to sue and be sued as a body corporate
2. To have and use a corporate seal
3. To acquire, own, convey or otherwise dispose of lease as lessor or lessee, construct, maintain, improve, enlarge, raze, relocate, operate, and manage property and facilities of whatever type to which it holds title; and to grant and acquire licenses, easements and options with respect thereto; provided however, any property owned by the Board not used for public or governmental purposes will be subject to the applicable state and local taxes imposed thereon
4. To accept grants and donations of any type of property, labor, or other thing of value from any public or private source
5. To receive the proceeds of the tax hereby imposed upon it by trusts or other agreements validly entered into by it
6. To have exclusive control of funds legally available to it, subject to limitations imposed upon it by law or by any agreement validly entered into by it
7. To cooperate and enter into agreements with other governmental agencies or other public bodies
8. To make or to receive from the City of Pensacola conveyances, leaseholds, grants, contributions, loans and other rights and privileges
9. To request by resolution that the City exercise its power of eminent domain to acquire any real property for public purposes. If the property involved is acquired, the Board shall take over and assume control of the property on terms mutually agreed upon between the City and the Board, but the Board shall not thereafter be authorized to sell, lease, or otherwise dispose of the property so acquired without the formal consent of the City Council

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10. To issue and sell revenue certificates as hereinafter provided, or in any other manner permitted by law and not inconsistent with the provisions hereof, including the power to exchange revenue certificates for property, and to take all steps necessary for efficient preparation and marketing of the certificates at public or private sale at the best price obtainable, including the entry into agreements with corporate trustees, underwriters, and the holders of certificates and the employment and payment, as a necessary expense of issuance, for the service of consultants on valuations, costs and feasibility of undertaking, revenues to be anticipated and other financial matters, architecture, engineering, legal matters, accounting matters and any other fields in which expert advice may be needed to effectuate advantageous issuance and marketing
11. To fix, regulate, and collect rents, fees, rates and charges for facilities or projects or any parts thereof or services furnished by it or under its control and to pledge the revenue to the payment of revenue certificates issued by it
12. To borrow money on its secured and unsecured notes, for a period not exceeding 9 months in an aggregate amount for all outstanding unsecured notes not exceeding 50 percent of the unpledged proceeds received during the immediately prior fiscal year from the tax hereby imposed, and at an annual rate of interest not exceeding the rate being charged at the time of the loan by bank in the city on unsecured short-term loans to local businesses
13. To acquire by rental or otherwise and equip and maintain a principal office for the conduct of its business and such branch offices as may be necessary
14. To employ and prescribe the duties, authority and compensation not to exceed the highest salary [aid to other non-elective city employees and reimbursement of expenses of the executive director of the Board, who shall act as its chief executive officer, a general counsel, who shall be an attorney in active Florida practice and so engaged at the time of appointment and such other personnel as may be necessary from time to time, provided its personnel shall not be under civil service regulations and shall be employed to serve at its pleasure, and with the exception if its secretary, shall not while employed by it serve as a member of the Board
15. To exercise all powers incidental to the effective and expedient exercise of the foregoing powers to the extent not in conflict here with or inconsistent with
16. To establish development and taxing sub-districts within the downtown area for sectional development in accordance with the comprehensive plan, taxes acquired from said sub-districts to be utilized solely within the sub-district area, said area not to be less than one city block in size; provided, however, that no sub-district shall be the electors located therein. No limitation shall be placed on the amount of taxes imposed under this sub-section, said taxes to be levied only on the real property within the sub-district area
17. To raise funds by the issuance of bonds of the same type and in the same manner, with the same power and authority, and subject to the same limitations as are now provided by statute and charter for issuance of bonds by the City. The general provisions relating to the issuance of revenue certificates as set out in Chapter 72-655, as amended, shall apply to the issuance of such bonds. No such bonds shall be issued except on approval in a referendum. The referendum shall be held in accordance with the provisions of Chapter 72-655, as amended. The aggregate amount of bonded indebtedness shall at no time exceed 10 percent of the valuation of taxable property in the downtown area as the time of issuance. The term of the bonds may extend beyond the life of the Board if the City shall have agreed to service and pay the bonds after the expiration of the Board. In that event, after the Board expires, the City shall continue to levy and collect any fees, charges, or special taxes which have been authorized for the purpose of retiring the bonds. Any excess fees, charges, shall be transferred to the general revenue fund of the City and such fees, charges, and taxes shall not be levied in subsequent years

ARTICLE II – MEMBERSHIP, TERMS AND MEETING PROCEDURES

Section 1 – Membership and Term

- a. *Board Composition, Term and Appointments:* The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms. As established in 1972 with the staggered term appointment process and hereafter, 2 Board members shall be appointed in 1992, 2 Board members in 1993, and 1 Board member in 1994
- b. *Qualifications:* To qualify for appointment to the Board and to remain qualified for service on it, a prospective member or a member already appointed shall be an owner of realty within the Downtown Improvement Board district, subject to ad valorem taxation or a lessee thereof required by lease to pay taxes thereon. No voting member shall be serving as a City or County officer or employee
- c. *Ex-Officio Members:* A member of the City Council and County Commission appointed by the Mayor and Chairman respectively, shall serve as ex-officio members of the Board. A representative head of the Planning Department, shall also serve as an ex-officio member of the Board. Such ex-officio member shall be non-voting members of the Board, but shall be treated in all other respects as appointed members

Section 2 – Vacancy

Vacancy in office, which shall be filled in the manner herein above provided within thirty (30) days of its occurrence for the remainder of the unexpired term, shall occur whenever a member is removed from office, becomes disqualified or it otherwise unable to serve or resigns. The Chairman of the Board can provide the Mayor with the name or names of qualified candidates for membership which the Mayor may consider

Section 3 – Attendance/Absence

At any time that any Board member has had three (3) or more consecutive unexcused absences or at any time that the overall attendance record of any Board member (including excused and unexcused absences) is less than 70% for any six-month consecutive period, the Chairman of the Board shall notify the City Clerk of City Council and the Mayor. Excused absences are those absences with occur from regular or special meetings after notification by such person to the Chairman or Secretary prior to such absence explaining the reasons thereof. All other absences are here defined to be unexcused.

Section 4 – Compensation for Expenses

Each member of the Board shall serve without compensation for services rendered as a member, but may be reimbursed by the Board for necessary and reasonable expenses actually incurred in the performance of duty.

Section 5 – Disclosure of Interest

In addition to any other requirement for disclosure of conflict of interest, ,and regardless of the applicability or inapplicability of any law respecting the disclosure of any interest of a Board member, any Board member owning an interest in any property, either individually or in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, shall , leased, taken by eminent domain, or otherwise conveyed to the Board, make a public disclosure in writing, of the interest of such member in such property. Any Board member having any interest whatsoever, either individually or in a representative contract with the Board shall prior to entering into such contract, make a public disclosure in writing of such interest. Any disclosure made by any Board member hereunder shall be read into the minutes of the next ensuing regular meeting of the Board.

Section 6 – Removal

A member of the Board may be removed for fraud, dishonesty or other good cause upon the vote of City Council at a regular or special meeting held not less than ten days after notice of the intended action, which notice shall include a statement of the reasons for the removal, and the date, time and place of the meeting at which the matter will be acted upon, has been delivered or sent to the Board member involved by Certified Mail – Return Receipt Requested. The Board member involved may appear and be heard at such meeting before a vote is taken

Section 7 – Meetings of the Board

- 1) *Regular Meetings:* The Board shall hold its regular meetings once each month in the DIB Board Room unless otherwise designated by the Board
- 2) *Special Meetings:* Special meetings of the Board may be called for any purpose(s) at any place in the City of Pensacola, at any reasonable time, by call of the Chairman of the Board, or by at least three of the members of the Board. Notice of such special meetings shall be given at least 48 hours prior to the date of such meeting, except emergency meetings upon call of the Chairman
- 3) *Emergency Meeting:* Emergency meetings may be held on call of the Chairman so long as the Chairman or Secretary also notifies the public and/or press of the meeting in sufficient time to attend
- 4) *Open Meetings and Public Notice of Meetings:* In accordance with the laws of the State of Florida, all business of the Board shall be conducted as public meetings. No member of the Board shall conduct business of the Board with another member at any formal or informal meeting, unless reasonable notice, considering the circumstances, to the public of such meeting. Notice of regularly scheduled and special meetings shall be given to each Board member and the Pensacola News Journal or other appropriate media at least 48 hours prior to the date set for such meeting
- 5) *Member Quorum and Voting:* A majority of the membership of the Board, three (3) members, shall constitute a quorum. When a quorum is present an affirmative vote of at least three (3) members is required for the adoption of any motion that is order. In the case of a tie vote, the item in question shall be tabled until the next scheduled meeting. Voting shall be by roll call when requested by any member, with the Chairman voting last.
- 6) *Adjourned Meetings:* If any meeting cannot be organized because a quorum is not present, the members who are present may adjourn the meeting to a time not less than 2 weeks after the time the original meeting was called, and notice of such adjourned meeting shall be given to each Board Member, unless waived.

- 7) *Organizational Meetings*: At least twice per fiscal year the Board shall have organizational meetings. Organizational meetings can include such activities such as election of officers, appointments, reports from the Chairman, the Treasurer and the Executive Director – Secretary to the Board on the activities of the Board during the previous twelve (12) months, and to discuss the budget, and the goals and objectives for the next 12 months
- 8) *Recessed and Continued Meeting*: Where a meeting having been set and noticed under the provisions of these Bylaws and during the course of said meeting is recessed to a time and place certain, there shall be a reasonable service of notice of the time and place of the continuation of said meeting in addition to the original meeting notice
- 9) *Parliamentary Procedure*: The rules of Parliamentary Procedure set forth in Roberts Rules of Order, Revised, shall govern all meetings of the Board except as otherwise herein provided
- 10) *Order of Business*: At the Regular meetings of the Board, the following shall be the order of business:
 - a) Approval of Minutes of previous meetings
 - b) Requests to address the Board
 - c) Report to the Executive Director or Staff Members
 - aa. Current agenda items
 - bb. Status reports and update informational items
 - cc. Pending items
 - dd. Miscellaneous/Informational news
 - ee. Notice of next meeting date
 - d) Report of Committees (unless already provided for on meeting agenda)
 - e) Correspondence and Communications
 - f) Unfinished business
 - g) New business
 - h) Adjournment

ARTICLE III – OFFICERS, EMPLOYEES AND APPOINTMENTS

Section 1 – Election of Officers and Duties

The officers of the Board shall consist of a Chairman, Vice-Chairman, Secretary, a Treasurer, and other such officers and assistant officers and agents as may be deemed necessary by the Board from time to time. Any two elected offices may be held by the same person with Board consent. In July of each year, after the annual Board appointments are made by the Mayor and confirmed by City Council, the Board shall elect a Chairman, Vice-Chairman and a Treasurer from its members after receiving nomination recommendations from an Ad Hoc Nominating Committee consisting of two (2) Board members appointed by the Chairman. The Ad Hoc Nominating Committee recommendations will be forwarded to the Board not less than 5 days prior to Board consideration. In July or soon thereafter, after officers are elected, the Board shall also appoint a Secretary, who is also the Executive Director of the Board

- 1) *Chairman*: The Chairman shall preside at all meetings and hearings of the Board and shall have the duties normally conferred by parliamentary usage on such officers. He shall have the privilege of discussing all matters before the Board and voting thereon. The Chairman shall appoint the standing committees and other Ad Hoc committees as may be deemed appropriate
- 2) *Vice Chairman*: The Vice-Chairman shall act for the Chairman in his absence, disqualification, or disability of the Chairman at the Chairman's discretion, exercise all the functions of the Chairman
- 3) In the absence of a Chairman and Vice Chairman the quorum present shall select a Chairman for the meeting

- 4) *Secretary*: The Secretary to the Board shall also be the Executive Director appointed by the Board. The Secretary to the Board shall be the custodian of all books and records of the Board and of the Downtown Improvement Board District; shall keep the minutes of all meetings; shall send out all notices of meetings; and shall perform such other duties as may be designated by the Board
- 5) *Treasurer*: The Treasurer shall also be the Downtown Improvement Boards Budget and Finance Committee Chairman as elected by the Board. The Treasurer, working jointly with the Executive Director, shall keep the financial records of the Board and of the Downtown Improvement Board District; shall keep full and accurate accounts of receipts and disbursements of the Board; shall have the custody of all Board funds; shall together with the Executive Director render budget reports to the Board; shall assist the Executive Director in the preparation of the proposed Board budget; shall make and file all financial reports and statements necessary to be made and filed by the Board; and shall perform such other duties as may be designated by the Board.
- 6) *Removal of Officers*: Any two (2) members of the Board may seek the removal of any officer. Provided ten (10) day notice in writing is given such officer, of the reasons for which such removal is sought. Following such ten (10) day notice, the Board shall consider such requested removal at a public meeting at which all interested parties shall be given the opportunity to present their views. Removal of any officer must be by the vote of at least three (3) of the appointed members of the Board
- 7) *Length of Term*: No elected Board officer shall serve more than ~~two (2)~~ four (4) consecutive one-year terms in the same office.

Section 2 – Committee Appointments

~~The Chairman shall be responsible for making standing committee appointments. The Chairman shall determine when a standing committee will be active and may make appointments to the active standing committees as needed.~~ There are eleven (11) Board standing committees with the duties as follows:

- | | |
|---|---|
| 1. Information and Publications Committee | 7. Maintenance/Beautification Committee |
| 2. Planning & District Boundary Committee | 8. Budget & Finance Committee |
| 3. Parking and Traffic Committee | 9. Crime/Safety Committee |
| 4. Aesthetics & Physical Design Committee | 10. Retail Council Special Committee |
| 5. Owners & Tenants Liaison Committee | 11. Events Committee |
| 6. Leasing Recruitment Committee | |
- 1) The *Information and Publications Committee* is responsible for ensuring that the DIB is collecting and making downtown available and properly maintaining the DIB Resource-Reference Room. Similarly, this committee reviews any DIB publications before presented to the Board and the public, i.e. downtown directory, promotional and investors brochure, DIB newsletters, information packages, bylaws and internal governance procedures and slide show.
 - 2) The *Planning and District Boundary Committee* is assigned the task of reviewing downtown development plans affecting the district. Developing planning proposals and recommending changes to the DIB District boundaries when necessary
 - 3) The *Parking and Traffic Committee* has the task of developing a downtown physical and financial parking plan and program, in addition to coordinating downtown traffic circulation with the City. This committee will also analyze the impacts of large scale development outside of the District yet impacting the parking and traffic circulation patterns within the District.
 - 4) The *Aesthetics and Physical Design Committee* is interested in any physical developments which affect the aesthetics within the District; in developing and monitoring physical design techniques with improve building facades, signage and streetscapes; and in updating the Palafox Historic Business District Ordinance to create more incentives and better conformance to said ordinance and in working with the Architectural Review Board.

- 5) The *Owners and Tenants Liaison Committee* will work with downtown owners and tenants, to provide a better communication channel to owners and tenants within the District and act as an idea sounding board back to the DIB
- 6) The *Leasing Recruitment Committee* will monitor and evaluate the marketing strategy used to market the downtown as a unified entity; the strategy to fill vacant structures within the DIB District; and the efforts used to increase small business development and economic development within the DIB District
- 7) The *Maintenance/Beautification Committee* is responsible for the DIB maintenance programs within the District and for working with property owners and the Pensacola Escambia Clean Community Commission (PECCC) as it pertains to cleanliness education and attitude modifications relating to litter
- 8) The *Budget and Finance Committee* deals with any topic areas relating to developing new revenue resources; to program and project funding and taxation as well as the operational budgeting for the DIB as an organization
- 9) The *Crime/Safety Committee* is responsible for recommending programs which will assist with facilitation the need for additional law enforcement downtown, assist with specific problems which may occur within the District; improve downtown safety perceptions; plan, promote and coordinate with outside agencies improved efforts towards removal of criminal activities; panhandling, vagrants, etc.
- 10) The *Retail Council* is responsible for coordinating joint advertising promotions among downtown retailers, restaurants and other business types in both the print and television media. Additionally, the Council is charged with assisting with promoting special events and developing a shopping, dining and entertainment guide
- 11) The *Special Events Committee* is responsible for coordinating with downtown events coordinators to improve the events as well as develop special events programs which will generate traffic downtown
- 12) *Committee Appointments and Filling Vacancies:* The Board Chairman shall make in a timely manner, committee appointments each year after the election of officers. Similarly, any committee vacancies shall be made in a timely and appropriate manner

Section 3 – Employees

- 1) *Executive Director:* The Executive Director shall act also as the Secretary to the Board; shall be appointed by the Board each year after the election of officers, and shall service at the pleasure of the Board. The Executive Director shall be the Chief Executive of the Board; be responsible for the effectuation of the Board's policies of budgets and related documents involved in the financial affairs of the Board; be in charge of supervision of the administrative, research maintenance and other staff of the Board; be in charge of the carrying out of the liaison with the City, State and Federal agencies participating in the program and public information; and, when directed and authorized by resolution of the Board, shall act for the Board. The Executive Director shall perform all such other duties and functions as may from time to time be required by the Board or by the bylaws of the Board
- 2) *General Council:* The General Counsel to the Board shall be appointed by the Board each year after the election of officers and shall serve at the pleasure of the Board. The Board shall delegate to said Counsel such authority and responsibility as the Board deems necessary to provide the legal services required by the Board
- 3) *Administrative and Other Staff:* The Executive Director ~~Board may appoint or~~ employ such permanent and temporary personnel, as it deems necessary to exercise its powers, duties and functions as prescribed by statute, and determine their qualifications, duties and compensation subject to statutory limitations and availability of funds. Such employees may include, but is not limited to, an Administrative Secretary, Researcher(s) and Maintenance Personnel

- 4) *Professional Services*: The Board may further engage the use of consultants, experts, specialist and other contractual services as it may require to fully carry out its objectives
- 5) *Personnel Policy*: The Board shall adopt a personnel policy for permanent, part-time and temporary employees and shall give or cause to give annual written personnel evaluations. The Board established that qualifications for each employee position as it deems appropriate or may delegate the firing of such employees to its Executive Director. Salaries for any employee shall, however, be approved by the Board. In regard to the hiring of an employee all reasonable steps shall be taken to encourage and promote quality for opportunity for all applicants

ARTICLE IV – BOARD RECORDS AND FISCAL MANAGEMENT

Section 1 – Fiscal Year

The fiscal year of the Board shall coincide with that of the City of Pensacola (i.e. begins October 1 of each year).

Section 2 – Funds

All funds of the Board shall be received, held and secured like other public funds by the appropriate fiscal officers of the City. The funds of the Board shall be maintained under a separate account, shall be used for purposes authorized by law and shall be disbursed only by direction of or with the approval of the Board pursuant to requisitions signed by the Director or other designate Chief Fiscal Officers of the Board and countersigned by at least one (1) other person who shall be a member of the Board

Section 3 – Minutes and Official Records

The minutes of each Board meeting shall be approved by the Board prior to taking up new agenda items at the following meeting. Official records of the Board shall be approved by the Board and kept on file in Board offices or other appropriately deemed locations

Section 4 – Budget

Prior to September 1 of each year, the Board shall adopt a recommended budget for forwarding to the City Council of the City of Pensacola, so that a budget for the Downtown Improvement Board District may be included with the general budget of the City of Pensacola in accordance with State Law

Section 5 – Accounting Practices

In accordance with State law, the Board shall comply with all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government

Section 6 – Annual Report

Within ninety (90) days after the close of each fiscal year, the Board shall submit to the State Department of Banking and Finance, in accordance with State law, a copy of a financial report covering the operations of the Pensacola Downtown Improvement Board during each preceding fiscal year

Section 7 – Audit

Within ninety (90) days after the end of each fiscal year, the Board shall cause to be prepared an internal audit of the accounts and records of the Board in accordance with the rules of the State Department of Banking and Finance. Such external audit shall be completed by an independent certified public accountant retained by the Board and paid from its funds. Similarly, the Board shall file said external audit with the City Clerk within ninety (9) days after the end of the fiscal year

Section 8 – Surplus Funds

Surplus funds of the Board shall be invested in accordance with the requirements of State Law

Section 9 – Competitive Bidding

Whenever practical and depending upon the availability of funds therefore, all reasonable opportunity shall be given for competitive bidding for any purchase of material or services by the Board

ARTICLE V – EXECUTION OF DOCUMENTS AND SERVICE OF PROCESS

Section 1 – Execution of Documents

All documents executed by the Board for the Pensacola Downtown Improvement Board District shall be executed by the Chairman, with an attestation by the Secretary and affixing of the seal of the Board

Section 2 – Service of Process

The Board designates the Executive Director, who for service of process purposes will use the Boards office address as the person upon whom process against it may be served

ARTICLE VI – AMENDMENT TO BYLAWS, BOARD POLICIES AND ORGANIZATIONAL STRUCTURE

Section 1 – Amendments

- a) The Board may amend these bylaws consistent with the Enabling State Act (Chapter 71-655, as amended) creating the Board, by majority vote of the Board if the text of the proposed amendment has been read at least once at a previous regular meeting
- b) No amendment to the bylaws shall become effective until approval by the City Council, as provided in the State Enabling Act

Section 2 – Board Policies

The Board may develop certain policies as it related to the operations and position taken by the Board as it pertains to specific subject matters. These policies will be the decision-making guidelines for programs, services and actions of the Board. Similarly, these policies may be changed as conditions so dictate and as approved by the Board. Adopted Board policies shall be attached and kept with Board bylaws for informational purposes

Section 3 – Organizational Structure

The function and objectives of the Board shall be carried out in accordance with the structure of organization as set forth in the State Enabling Act creating the Board (Chapter 72-655, as amended). Said structure of organization shall be subject to amendment in the manner provided for in the State Enabling Act or as herein provided for in these bylaws, not inconsistent with the State Enabling Act

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AMENDMENTS

ARTICLE III, Section 1, Subsection 7. Length of Term of Bylaws is amended to read as follows:

- 8) Length of Term – No elected Board officer shall serve more than four (4) consecutive one-year terms in the same office

ARTICLE III, Section 2, Committee Appointments of the Bylaws is amended to

- a) Add the following at the end thereof:
 - 12) Expanded District Committee
 - 13) Such other Committees as the Chairman deems to be appropriate subject to approval of the Board
- b) Add the following subsections at the end thereof:
 - 13) The Expanded District Committee is responsible for gathering and communicating to the Downtown Improvement Board any and all data and recommendations relevant to any area of the district added to the district within the immediately preceding five-year term. The Expanded District Committee shall cease to exist at such time as the Board is expanded to more than five (5) members
 - 14) Any and all other Committees shall be responsible for the charge provided by the Chairman and approved by the Board

The above amendments will take effect when read at least once in a prior regular meeting, approved by a majority vote of the Board at a subsequent meeting, and approved by the City Council

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**AMENDMENT TO THE BY-LAWS AND INTERNAL GOVERNANCE OF THE PENSACOLA
DOWNTOWN IMPROVEMENT**

WHEREAS, the Pensacola Downtown Improvement Board (“DIB”) was established by Chapter 72-655, Laws of Florida as amended by Chapters 76-466 and 80-582, Laws of Florida (the “Act”); and,

WHEREAS, the DIB adopted those certain By-Laws and Internal Governance of the Pensacola Downtown Improvement Board as amended per the Act (“By-Laws”); and,

WHEREAS, the DIB desires to further amend the By-Laws (“Amendment”); and,

WHEREAS, this Amendment is subject to the approval of the Pensacola City Council.

NOW, THEREFORE, in consideration of the afore mentioned, the Board of Directors of the DIB, subject to the approval of the Pensacola City Council, agree as follows:

1. Article I Section 2 of the By-Laws is amended by inserting the phrase “to contribute to the progress and growth of Downtown Pensacola through promotion, manage parking in Downtown Pensacola” between the term “values;” and “encourage”.
2. Article I Subsection 2.5 of the By-Laws is amended by inserting the phrase “including hosting events” between the terms “undertakings” and “authorized”.
3. Article I Section 4 of the By-Laws is amended by inserting at the end of Section 1.4 the phrase “unless the main office is located in facilities owned by the City of Pensacola, Florida or Escambia County, Florida”
4. Article III, Section 2 of the By-laws is amended by deleting the sentence “The Chairman shall be responsible for making standing committee appointments” and substituting the sentence “The Chairman shall determine with the concurrence of the Board of Directors of the DIB when a standing committee will be active and may make appointments to the active standing committees as needed”
5. Article III, Section 3.3 is to be amended to substitute the term “Executive Director” for the word “Board” and strike the words “appoint or”
6. This amendment is effective upon its adoption by a majority vote of the Board of Directors of the DIB after the text of the proposed amendment has been read at least once at a previous regular meeting of the Board of Directors of the DIB and after the approval of the Pensacola City Council. The Chairman of the Board of Directors of the DIB is hereby authorized to sign the Amendment

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
CERTIFICATION**

I, THE UNDERSIGNED, hereby certify that I am the duly elected Chairman of the DIB and this Amendment is hereby adopted per the Act and the By-laws.

Date of the Previous Regular Meeting when the proposed amendment was read February 16, 2016

Date of Adoption of the Amendment was February 16, 2016

PENSACOLA DOWNTOWN IMPROVEMENT BOARD

By: _____
John L. Peacock
Chairman

Attest: _____
Name: Ronald J. Butlin
Secretary

APPROVAL BY THE PENSACOLA CITY COUNCIL

I, THE UNDERSIGNED, hereby certify that I am the duly elected President of the Pensacola City Council and this Amendment is hereby adopted by the Pensacola City Council on this _____, 2016.

PENSACOLA CITY COUNCIL

By: _____
Name:
President:

Attest: _____
Name:
City Clerk

**RATIFICATION OF PREVIOUSLY ADOPTED AMENDMENTS TO THE BY-LAWS
AND INTERNAL GOVERNANCE PROCEDURES OF THE PENSACOLA
DOWNTOWN IMPROVEMENT**

WHEREAS, the Pensacola Downtown Improvement Board ("DIB") was established by Chapter 72-655, Laws of Florida as amended by Chapters 76-466 and 80-582, Laws of Florida (the "Act"); and,

WHEREAS, the DIB adopted, and the Pensacola City Council approved, those certain By-Laws and Internal Governance Procedures of the Pensacola Downtown Improvement Board per the Act ("By-Laws"); and,

WHEREAS, the DIB desires to ratify, and request the Pensacola City Council to approve ratification of, the By-law amendments approved on November 3, 2009 and attached hereto as Exhibit A ("2009 Amendments") because the DIB has governed itself in accordance with the 2009 Amendments since the date of the 2009 Amendment approval and because through the passage of time the records of the previous adoption of the 2009 Amendments by the DIB and the approval of the 2009 DIB Amendments by the Pensacola City Council are no longer available; and,

WHEREAS, this ratification of the 2009 Amendments is subject to the approval of the Pensacola City Council.

NOW, THEREFORE, in consideration of the aforementioned, the Board of Directors of the DIB, subject to the approval of the Pensacola City Council, agree as follows:

1. The 2009 Amendments are hereby ratified.
2. This ratification is effective upon its adoption by a majority vote of the Board of Directors of the DIB after the text of the 2009 Amendments have been read at least once at a previous regular meeting of the Board of Directors of the DIB and after the approval of the Pensacola City Council. The Chairman of the Board of Directors of the DIB is hereby authorized to sign this ratification.

CERTIFICATION

I, THE UNDERSIGNED, hereby certify that I am the duly elected Chairman of the DIB and this ratification is approved.

Date of the Previous Regular Meeting when the 2009 Amendments were read on March __, 2018

Date of Adoption of this ratification was _____, 2018.

PENSACOLA DOWNTOWN IMPROVEMENT BOARD

By: _____
John L. Peacock
Chairman

Attest:

Name:

Secretary

**OFFICIAL
SEAL**

APPROVAL BY THE PENSACOLA CITY COUNCIL

I, THE UNDERSIGNED, hereby certify that I am the duly elected President of the Pensacola City Council and this ratification adopted by the DIB is hereby approved by the Pensacola City Council on this _____, 2018.

PENSACOLA CITY COUNCIL

By:

Name:

President

Attest:

Name:

City Clerk

Amendments

ARTICLE III, Section 1, Subsection 7, Length of Term, of the Bylaws is amended to read as follows:

7. Length of Term. No elected Board officer shall serve more than four (4) consecutive one-year terms in the same office.

ARTICLE III, Section 2, Committee Appointments, of the Bylaws is amended to

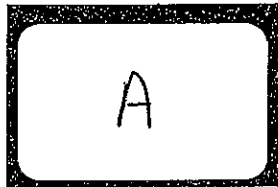
(a) add the following at the end thereof:

12. Expanded District Committee
13. Such other Committees as the Chairman deems to be appropriate subject to approval of the Board

(b) add the following subsections at the end thereof:

13. The Expanded District Committee is responsible for gathering and communicating to the Downtown Improvement Board any and all data and recommendations relevant to any area of the district added to the district within the immediately preceding five-year term. The Expanded District Committee shall cease to exist at such time as the Board is expanded to more than five (5) members.
14. Any and all other Committees shall be responsible for the charge provided by the Chairman and approved by the Board.

The above amendments will take effect when read at least once in a prior regular meeting, approved by a majority vote of the Board at a subsequent meeting, and approved by the City Council.



**AMENDMENT TO THE BY-LAWS AND INTERNAL GOVERNANCE PROCEDURES
OF THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD**

WHEREAS, the Pensacola Downtown Improvement Board ("DIB") was established by Chapter 72-655, Laws of Florida as amended by Chapters 76-466 and 80-582, Laws of Florida (the "Act"); and,

WHEREAS, the DIB adopted, and the Pensacola City Council approved, those certain By-Laws and Internal Governance Procedures of the Pensacola Downtown Improvement Board per the Act ("By-Laws"); and,

WHEREAS, the DIB desires to further amend the By-Laws; and,

WHEREAS, this amendment to the By-laws is, per the Act, subject to the approval of the Pensacola City Council.

NOW, THEREFORE, in consideration of the aforementioned, the Board of Directors of the DIB, subject to the approval of the Pensacola City Council, agree as follows:

1. Article III, Section 1, Subsection 7 of the By-Laws is amended to read as follows:

Length of Term: There is no limit to the number of terms a Board officer may serve in the same office.

2. This Amendment is effective upon its adoption by a majority vote of the Board of Directors of the DIB after the text of the amendment has been read at least once at a previous regular meeting of the Board of Directors of the DIB and after the approval of the Pensacola City Council. The Chairman of the Board of Directors of the DIB is hereby authorized to sign the amendment.

CERTIFICATION

I, THE UNDERSIGNED, hereby certify that I am the duly elected Chairman of the DIB and this amendment is hereby adopted per the Act.

Date of the Previous Regular Meeting when this amendment was read on March __, 2018.

Date of Adoption of the amendment was _____, 2018.

PENSACOLA DOWNTOWN IMPROVEMENT BOARD

By: _____
John L. Peacock
Chairman

Attest:

Name:

Secretary

**OFFICIAL
SEAL**

APPROVAL BY THE PENSACOLA CITY COUNCIL

I, THE UNDERSIGNED, hereby certify that I am the duly elected President of the Pensacola City Council and the above amendment to the By-laws is hereby approved by the Pensacola City Council on this _____, 2018.

PENSACOLA CITY COUNCIL

By:

Name:

President

Attest:

Name:

City Clerk

**AMENDMENT TO THE BY-LAWS AND INTERNAL GOVERNANCE OF THE
PENSACOLA DOWNTOWN IMPROVEMENT**

WHEREAS, the Pensacola Downtown Improvement Board ("DIB") was established by Chapter 72-655, Laws of Florida as amended by Chapters 76-466 and 80-582, Laws of Florida (the "Act"); and,

WHEREAS, the DIB adopted those certain By-Laws and Internal Governance of the Pensacola Downtown Improvement Board as amended per the Act ("By-Laws"); and,

WHEREAS, the DIB desires to further amend the By-Laws ("Amendment"); and,

WHEREAS, this Amendment is subject to the approval of the Pensacola City Council.

NOW, THEREFORE, in consideration of the aforementioned, the Board of Directors of the DIB, subject to the approval of the Pensacola City Council, agree as follows:

1. Article I, Section 2 of the By-Laws is amended by inserting the phrase "to contribute to the progress and growth of Downtown Pensacola through promotion, manage parking in Downtown Pensacola" between the term "values;" and "encourage".
2. Article I, Sub-Section 2.5. of the By-Laws is amended by inserting the phrase "including hosting events" between the terms "undertakings" and "authorized".
3. Article I, Section 4 of the By-Laws is amended by inserting at the end of Section 4 the phrase "unless the main office is located in facilities owned by the City of Pensacola, Florida or Escambia County, Florida".
4. Article III, Section 2. of the By-Laws is amended by deleting the sentence "The Chairman shall be responsible for making standing committee appointments." and substituting the sentence "The Chairman shall determine with the concurrence of the Board of Directors of the DIB when a standing committee will be active and may make appointments to the active standing committees as needed.".
5. Article III, Section 3.3. is be amended to substitute the term "Executive Director" for the word "Board" and strike the words "appoint or".
6. This Amendment is effective upon its adoption by a majority vote of the Board of Directors of the DIB after the text of the proposed amendment has been read at least once at a previous regular meeting of the Board of Directors of the DIB and after the approval of the Pensacola City Council. The Chairman of the Board of Directors of the DIB is hereby authorized to sign the Amendment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CERTIFICATION

I, THE UNDERSIGNED, hereby certify that I am the duly elected Chairman of the DIB and this Amendment is hereby adopted per the Act and the By-Laws.

Date of the Previous Regular Meeting when the proposed amendment was read February 16, 2016.

Date of Adoption of the Amendment was February 16, 2016.

PENSACOLA DOWNTOWN IMPROVEMENT BOARD

By: 

John L. Peacock
Chairman

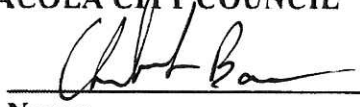
Attest: 

Name: Ronald J. Butlin
Secretary

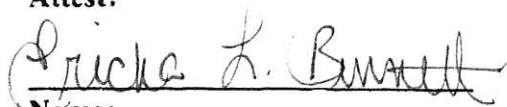
APPROVAL BY THE PENSACOLA CITY COUNCIL

I, THE UNDERSIGNED, hereby certify that I am the duly elected President of the Pensacola City Council and this Amendment is hereby adopted by the Pensacola City Council on this June 16,, 2016.

PENSACOLA CITY COUNCIL

By: 

Name:
President

Attest: 

Name:
City Clerk

**SIGN IN SHEET FOR DIB MEETING
MAY 2, 2006**

Name	Organization	Phone	Fax	Email
Malcolm J. Allen	Don't Law Crowd.			
Rick Lambert	EDWARD JONES			
Jacinta Straus	DAB			
Steve Gibson	Urban Place Consult.			
ANDY MILLER	Urban Place Consult.			
DAVID BAILEY	CITY CRA			
DOUG BALDWIN	PENSACOLA POLICE	435-1950	435-1999	DBALDWIN@CI.PENSACOLA.FL.US
Becky Hazelton	BCC-Dist 4	595-4940		rebecca_hazelton@no.escambia.fl.us
C ROZSCOTT	BRFA	293.2527		crozscott@BELL SOUTH, FL, US
Jane Birdwell	BRM	432-2761		jbirdwell@birdwell.US
John Russo	Everman	432-7932		john@everman.org
Caron Sjoberg	Ideaworks	434-9095	434-5753	carons@IDEAWORKSLISA.COM
Dan Lozier				
Corbett Davis, Jr.				
Sandra Waud				
Blaise Adams.				

Kim
Ashley

**DOWNTOWN IMPROVEMENT BOARD
BOARD OF DIRECTORS MEETING
5 SOUTH PALAFOX PLACE
PENSACOLA, FLORIDA
TUESDAY, MAY 2, 2006
7:30 A.M**

AGENDA

- I. Call To Order & Comments From The Chair
- II. Consent Agenda
 - A.) Consideration Of The Minutes From The Regularly Scheduled Board Of Directors Meeting Held On April 4, 2006 And The Special Called Meeting Held On April 24, 2006
 - B.) Consideration Of The Financial Statements For The Period Ended March 31, 2006.
- III. Report From The Executive Director
- IV. Informational Items
 - A.) CRA Report
 - B.) Police Department Report
- V. Committee Reports
 - A.) Business Development Committee
 - 1. Consideration Of A Recommendation To Issue A Request For Proposals To Establish A Wireless Broadband Mesh Network Throughout Downtown
 - B.) Housing Committee
 - 1. A Report On The Results From The 2006 Leading Lenders Tour
- VI. Old Business
 - A. Additional Consideration Of Proposed Changes To The By-Laws
 - B. The Setting Of A Date For The Annual Planning Retreat
 - C. An Update On The Efforts To Expand The Downtown District
- VII. New Business
 - A. Consideration Of Cancellation Of The Regularly Scheduled DIB Meeting On July 4, 2006
 - B. Nomination Of An Individual For Consideration Of Reappointment To The Board
 - C. A Report Of The Findings And Recommendations By The Parking Management Consultants Charged With Facilitating The Establishment Of A Comprehensive Parking Management Strategy For Downtown Pensacola
 - D. Other New Business
- VIII. Adjournment

**MINUTES FROM THE MEETING OF THE
PENSACOLA DOWNTOWN IMPROVEMENT BOARD
HELD ON APRIL 4, 2006**

BOARD MEMBERS PRESENT: Adams, Davis, Lozier, Merrill and Ward

STAFF PRESENT: Hamlin and Kimbrough

OTHERS PRESENT: Ballinger, Birdwell, Dunlap, Flournoy, Morris, Roesch, Thomas and Thomas

Chairman Lozier declared a quorum present and called the meeting to order at 7:42 a.m.

1.) Consideration Of The Minutes From The Regularly Scheduled Board Of Directors Meetings Held on March 7, 2006

Upon a motion duly made and seconded, the minutes from the meeting held on March 7, 2006 were unanimously approved as distributed in the board packet.

2.) Consideration Of The Financial Statements For The Period Ended February 28, 2006

Upon a motion duly made and seconded, the financial statements were accepted as presented in the board packet and filed for audit.

3.) Report From The Executive Director

Mr. Kimbrough gave the board copies of the new Grand Opening Brochure and announced that the Grand Opening for The Emerald Turtle would be held on Thursday, April 6 at 10:30 a.m.

Mr. Kimbrough reported that 52 pole baskets had been sold this year and gave a schedule for planting both the baskets and the in-ground planter beds.

Mr. Kimbrough informed the board that a horse & carriage company was looking to restart service in the downtown around the end of May if storage space for the carriage could be located.

He announced that March's Gallery Night was the largest Spring Gallery Night to date.

Mr. Kimbrough informed the board of the schedule for pedestrian and vehicular counts.

He announced that Pensacola Christmas Projects' Web site had been updated with the assistance of the DIB agency of record.

Mr. Kimbrough thanked everyone for being present at the Special Meeting of the City Council regarding the Community Maritime Park late in March.

4.) Informational Items

No CRA Report was made.

No Police Department Report was made.

5.) Committee Reports

A.) Planning and District Boundary

Chairman Lozier updated the board on the status and timeline for the proposed district expansion and informed the board of the recommendation from the committee regarding new boundaries. He reviewed the areas that will be proposed for a referendum as well as the two possible areas where boundary lines are still to be determined. He noted that a meeting would be held with those areas on April 18, 2006. Much discussion ensued. A motion was duly made, seconded and unanimously approved to include the Seville/Aragon, Belmont-DeVilliers, Gateway, and Waterfront areas as outlined and proposed on the maps forwarded from the committee.

Chairman Lozier explained the timeline for the district expansion and presented the recommendation from the committee regarding the timeline. Some discussion ensued. A motion was duly made, seconded and unanimously approved to adopt the recommended timeline and to communicate the same to the appropriate City officials for action.

Chairman Lozier explained to the board the necessity to change the size of the governing body of the DIB if expansion occurs and presented a recommendation from the committee to do so. He explained the process necessary to effect the desired results. Some discussion ensued. A motion was duly made, seconded and unanimously passed to approve the recommendation

B.) Downtown Advisory Board (DAB)

Mr. Kimbrough, in the absence of Ms. Strauss, explained the plans for a street performer program and reviewed the recommendation from the DAB on the subject. Much discussion followed. Issues related to the locations of the performances, sales of products, and tight restrictions needed to be discussed more before a decision on this activity could be made. As a result, Chairman Lozier asked that action on the item be tabled and the entire proposal be sent back to the DAB for further review and consideration of the items and issues raised in the discussion. He encouraged the DAB to bring the proposal back at a future meeting after they had had a chance to reflect upon and attempt to incorporate safeguards for the concerns noted.

Mr. Kimbrough explained the proposed guidelines for the display windows/cases at the new county building on S. Palafox Place. He presented the board with a recommendation from the

DAB to accept the guidelines. Some discussion ensued. A motion was duly made, seconded and unanimously approved to accept and begin using the recommended guidelines.

C.) Traffic & Parking

Mr. Kimbrough, in the absence of Mr. Fairchild, presented a recommendation from the committee to establish five taxi stands in the downtown. He reviewed the proposed locations for the new taxi stands. Some discussion ensued. A motion was duly made, seconded and unanimously approved to accept the recommendation from the committee.

D.) Special Events

Mr. Ballinger informed the board of the Pensacola Film Festival's intention to move the event entirely within the downtown and to hold it in early November. On behalf of the committee, he asked for an endorsement of the Film Festival changes from the board. A motion was duly made, seconded and unanimously passed to endorse the event and its proposed changes.

6.) Old Business

Mr. Kimbrough asked the board to set a date for the FY2006 Annual Meeting. Some discussion ensued. Upon a motion duly made, seconded, and unanimously approved, the date was set for Thursday, September 28, 2006. The breakfast event will be held at Heritage Hall on E Government St.

7.) New Business

A.) Consideration of Proposed Changes to the By-Laws of the DIB

Ms. Ward proposed changes to the bylaws. She explained that currently, a board member could hold office for only 2 years. She voiced her concern if Chairman Lozier were forced to step down while the DIB was seeing so many changes and advancements and requested that the board consider expanding the tenure of a board member to 4 years. Some discussion followed. An additional transition committee was proposed for the by-laws to help with the transition and integration of interests immediately after expansion. The language of the proposed by-law changes included in the board packet was read aloud by Ms. Ward. A motion was duly made, seconded and unanimously approved by those present to embrace the proposed by-law changes outlined in the board packet. Chairman Lozier noted that the by-law changes must be read and acted upon a second time by the board before they could be forwarded to the City Council for final action.

B.) Setting of the Date for the Annual Planning Retreat

Setting of the date for the Annual Planning Retreat was tabled and moved to the next meeting of the DIB.

C.) Setting of a Special Called Board of Directors Meeting on Tuesday, April 18, 2006

A motion was duly made, seconded and unanimously passed to set a special meeting of the DIB for 8:00 p.m. on Tuesday, April 18, 2006 at the Zelica Grotto Hall at 1000 "K" Street, Pensacola, Florida.

D.) Appointment of Additional New Members to DIB Committees

Chairman Lozier appointed the proposed additional committee members as outlined in the board packet. Upon a motion duly made, seconded, and unanimously approved, the board concurred with the additional appointments for FY 2006.

Mr. Kimbrough noted that the board would be presented with the findings and recommendations from the parking management consultants working to establish a comprehensive parking management strategy for downtown at the May meeting.

8.) Adjournment

With no further business to come before the board, a motion was duly made, seconded, and unanimously approved by those present to adjourn the meeting at 9:13 a.m.

Respectfully submitted,

Franklin D. Kimbrough
Secretary

**DOWNTOWN IMPROVEMENT BOARD
BOARD OF DIRECTORS MEETING
5 SOUTH PALAFOX PLACE
PENSACOLA, FLORIDA
TUESDAY, JUNE 6, 2006
7:30 A.M**

AGENDA

- I. Call To Order & Comments From The Chair
- II. Consent Agenda
 - A.) Consideration Of The Minutes From The Regularly Scheduled Board Of Directors Meeting Held On May 2, 2006
 - B.) Consideration Of The Financial Statements For The Period Ended April 30, 2006.
- III. Report From The Executive Director
- IV. Informational Items
 - A. CRA Report
 - B. Police Department Report
- V. Committee Reports
 - A. Business Development
 1. An Update On Plans To Market Available Ground-Floor Retail Space
- VI. Old Business
 - A. An Update On The Status Of The Effort To Establish A Comprehensive Parking Management Strategy For Downtown Pensacola
 - B. A Update On The Status Of The Effort To Expand The Downtown District
- VII. New Business
 - A. Determination Of The Procedures, Time, And Duration For The Proposed Referendum And Balloting Periods
 - B. Determination Of The Form Of The Ballot For The Referendum
 - C. Establishment Of A Short Term Line Of Credit
 - D. Election Of Officers For The Annual Terms Beginning On July 1, 2006
 - E. Other New Business
- VIII. Adjournment

NOTE: The next regularly scheduled monthly meeting of the DIB will occur on Tuesday, August 2, 2006 in the DIB Public Meeting Room on the first floor of the Rhodes Building, 41 N. Jefferson Street – Suite 105, Pensacola, Florida. The Board shall also meet for its Annual Planning Retreat on Thursday, July 27, 2006 from 9:00 a.m. to 3:30 p.m. at a location to be determined.

**MINUTES FROM THE MEETING OF THE
PENSACOLA DOWNTOWN IMPROVEMENT BOARD
HELD ON MAY 2, 2006
7:30 A.M.**

BOARD MEMBERS PRESENT: Adams, Davis, Lozier, and Ward

STAFF PRESENT: Hamlin and Kimbrough

OTHERS PRESENT: Azelton, Bailey, Baldwin, Ballinger, Birdwell, Gibson, Lambert, Miller, Roesch, Russo, Sjoberg, and Straus

In the absence of Chairman Lozier, Vice-Chair Ward declared a quorum present and called the meeting to order at 7:40 a.m. (Chairman Lozier joined other members at 7:42 a.m.)

1.) Consideration Of The Minutes From The Regularly Scheduled Board Of Directors Meetings Held on April 4, 2006 and the Special Meeting held on April 24, 2006

Upon a motion duly made and seconded, both the minutes from the regular monthly meeting held on April 4, 2006 and the special meeting held on April 24, 2006 were unanimously approved as distributed in the board packet.

2.) Consideration Of The Financial Statements For The Period Ended March 31, 2006

Upon a motion duly made and seconded, the financial statements were accepted as presented in the board packet and filed for audit.

3.) Report From The Executive Director

Mr. Kimbrough informed the Board that the opening day pep rally for the Pensacola Pelicans was scheduled for May 11, 2006 and that all plans were in place for the event.

Mr. Kimbrough updated the board on the success of the groundbreaking for Romana Place, held on April 28, 2006. He noted that attendance at the event was the highest thus far; and it was well covered by the press.

Mr. Kimbrough notified the Board that there was a certified mailing to notify parcel owners in the possible downtown expansion areas, as well as current DIB parcel owners, of the Public Meeting to be scheduled by the Pensacola City Council. Because of the monetary output that this will require, the vacant Administrative Assistant position will not be filled until the end of the summer at the earliest.

He also informed the Board that he had been invited to join the Board of Trustees for the Florida Black Chamber of Commerce. The Board congratulated him and endorsed his joining the leadership of that organization.

4.) Informational Items

Mr. Bailey informed the Board that the Palafox Pier Park project had been approved and would soon be underway. He also noted that the CRA would be working with Escambia County to improve the landscaping around the old City Courthouse and in some soon to be created public plazas around the County buildings. Some discussion ensued.

Lt. Baldwin provided the Board with copies of a report of criminal activity within the DIB district over the past month. In reviewing that document, he noted that actions involving graffiti had been reclassified so that the department could better track the activity. He also informed the Board that the city had its first hurricane exercise the previous week. Some discussion ensued.

5.) Committee Reports

A.) Business Development Committee

Mr. Lambert, Chairman of the Business Development Committee, asked the Board to consider issuing a RFP to seek establishment of a wireless broadband mesh network that would provide reliable data and voice service throughout downtown. At the request of the Board, Mr. Lambert explained the committee's process and reasoning in reaching this recommendation and request. Mr. Kimbrough also offered some additional explanation. Much discussion followed. A motion was duly made, seconded and unanimously approved to issue the RFP as requested by the Business Development Committee.

B.) Housing Committee

Ms. Ward, Chairwoman of the Housing Committee, gave an overview of the Leading Lenders Tour hosted by the DIB on April 27, 2006. She, along with Mr. Kimbrough, reviewed the day's schedule and the homes visited on the tour. She also noted the benefits that will flow to the downtown and to downtown homebuyers as a result of greater understanding and knowledge of the downtown residential offerings and characteristics by mortgage lenders. Ms. Ward noted that the event had been a great success.

6.) Old Business

Mr. Lozier read the proposed changes to the DIB By-laws for a second time. After a short discussion, a motion was duly made, seconded and unanimously approved to seek approval from City Council for the changes in the by-laws related to the length of continuous service that board members could have in any one office and changes to the committee structure.

Upon a motion duly made, seconded, and unanimously approved by those members present, Thursday, July 27, 2006 was chosen as the date for the Annual Planning Retreat. Mr. Kimbrough noted that the annual event would again run from 9:00 a.m. to 3:30 p.m. at a location to be determined.

Chairman Lozier gave a short update on the process and likely timeline for expanding the downtown district. Some discussion ensued.

7.) New Business

Mr. Kimbrough suggested that the DIB consider canceling the monthly board meeting in July, as it was scheduled for July 4th. Ms. Ward suggested canceling all committee meetings for the month of July unless a specific committee had pressing issues. A motion was duly made, seconded and unanimously approved to cancel all DIB board and committee meetings during the month of July 2006.

Mr. Lozier noted that a current Board Member's term was ending at the end of June. He also noted that Mayor Fogg had requested that the DIB recommend someone for the soon to be open position. Mr. Lozier asked Ms. Ward if she would consider serving another term. She agreed. A motion was duly made, seconded and unanimously approved to endorse and recommend Ms. Ward for appointment to a new three-year term.

Mr. Gibson and Mr. Miller, the consultants from Urban Place Consulting Inc hired by the DIB to assess the parking situation in downtown and to create a strategy for a more comprehensive approach to parking management in the downtown, gave a full report of their findings and a series of related recommendations. After the presentation of the report and recommendations for change, Mr. Gibson recommended that the Board consider having the DIB assume responsibility for all management, oversight, planning, enforcement, promotion, and operation of parking within the Downtown. He further suggested that the DIB request that the City of Pensacola establish a Parking Enterprise Fund to allow for the proposed comprehensive and integrated approach recommended. Much discussion followed. After extensive debate and discussion, a motion was duly made, seconded and unanimously approved to request that the City allow the DIB to oversee, manage, plan, and promote all parking operations in the downtown with the stipulation that the City establish a Parking Enterprise Fund as proposed in the report from the parking management consultants. Mr. Kimbrough was asked to forward the report to the City and to seek an opportunity for the consultants to make the same presentation to City Council.

8.) Adjournment

With no further business to come before the board, a motion was duly made, seconded, and unanimously approved by those present to adjourn the meeting at 9:19 a.m.

Respectfully submitted,

Franklin D. Kimbrough
Secretary



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00223

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

BAYVIEW COMMUNITY RESOURCE CENTER

RECOMMENDATION:

That City Council set a maximum expenditure for the Bayview Community Resource Center at \$8,250,000 which amount is to be inclusive of any interest fees experienced by the project; further that the City design to build within these parameters.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of major flooding throughout the City on April 30, 2014, the Bayview Resource Center was significantly damaged. The extent of the damages required the demolition of the building in December 2015. In response to the loss of this city-wide community asset, City Council approved in February 2016 the concept of building the Bayview Community Resource Center with funding from Local Option Sales Tax (LOST) series IV revenue.

In April 2016 the City issued a Request for Qualifications (RFQ) for Architectural and Engineering Services for the new Bayview Community Resource Center. City Council awarded the contract to Caldwell Associates at its January 12, 2017 meeting. Questions raised at that meeting about the total cost of construction were addressed on January 23, 2017 at a City Council workshop. In that meeting the City's Chief Financial Officer confirmed that the project was estimated to cost \$8.25 million but that the actual cost would not be known until the City received the bids for construction.

On March 30, 2018, the City issued Invitation to Bid #18-009 for the construction of the new Bayview Community Resource Center. On May 1, 2018 bids were received and opened from Hewes & Company, LLC, Green-Simmons Company, Inc. and A. E. New, Jr., Inc. The apparent low bidder, Hewes & Company, LLC subsequently withdrew their bid due to an error in the bid calculation, therefore, Green-Simmons Company submitted the lowest bid.

PRIOR ACTION:

October 12, 2017 - City Council approved Resolution No. 17-65 authorizing a financing in the principal amount of \$25,000,000 to finance capital improvements eligible to be financed from the local government infrastructure surtax.

September 20, 2017 - City Council approved the Fiscal Year 2018 budget which included LOST funding in the amount of \$8,250,000 for the Bayview Community Resource Center.

January 12, 2017 - City Council awarded a 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% of construction costs.

February 11, 2016 - City Council authorized funding for the rebuilding of Fire Station #3 and Bayview Resource Center from the One-Cent Local Government Infrastructure Surtax extension from January 1, 2018 through December 31, 2028 (LOST Series IV).

FUNDING:

Budget:	\$ 8,250,000	Bayview Community Resource Center - LOST IV
	1,489,246	Interest Expense - Bayview Resource Center - LOST IV
Actual:	\$ 5,474,781.00	Construction Cost
	1,489,246.00	Interest Expense - Bayview Resource Center
	164,243.00	3% Project Contingency
	383,230.00	7% Design Fee and Reimbursable Amounts
	413,500.00	Additional A&E Services and Soft Costs
	<u>325,000.00</u>	Furniture, Fixtures & Equipment
	<u>\$ 8,250,000</u>	TOTAL

FINANCIAL IMPACT:

Funds are available within Local Option Sales Tax Fund with a total appropriation for the project, including Interest Expense to be \$8,250,000.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00216

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF CONTRACT - BID #18-009 BAYVIEW COMMUNITY RESOURCE CENTER

RECOMMENDATION:

That City Council award a contract to Green-Simmons Company, Inc. of Pensacola, Florida, the lowest and most responsible bidder for construction of the Bayview Community Resource Center, Invitation to Bid #18-009, with a Base Bid of \$7,875,000, plus Additive Alternate #1 of \$46,000; Additive Alternate #3 of \$11,000; and Additive Alternate #4 of \$75,000, plus a 3% project contingency of \$240,653 for a total amount of \$8,247,653. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of major flooding throughout the City on April 30, 2014, the Bayview Resource Center was significantly damaged. The extent of the damages required the demolition of the building in December 2015. In response to the loss of this city-wide community asset, City Council approved in February 2016 the concept of building the Bayview Community Resource Center with funding from Local Option Sales Tax (LOST) series IV revenue.

In April 2016 the City issued a Request for Qualifications (RFQ) for Architectural and Engineering Services for the new Bayview Community Resource Center. City Council awarded the contract to Caldwell Associates at its January 12, 2017 meeting. Questions raised at that meeting about the total cost of construction were addressed on January 23, 2017 at a City Council workshop. In that meeting the City's Chief Financial Officer confirmed that the project was estimated to cost \$8.25 million but that the actual cost would not be known until the City received the bids for construction.

On March 30, 2018, the City issued Invitation to Bid #18-009 for the construction of the new Bayview Community Resource Center. On May 1, 2018 bids were received and opened from Hewes & Company, LLC, Green-Simmons Company, Inc. and A. E. New, Jr., Inc. The apparent low bidder, Hewes & Company, LLC subsequently withdrew its bid due to an error in the bid calculation, therefore, Green-Simmons Company

submitted the lowest bid.

PRIOR ACTION:

October 12, 2017 - City Council approved Resolution No. 17-65 authorizing a financing in the principal amount of \$25,000,000 to finance capital improvements eligible to be financed from the local government infrastructure surtax.

September 20, 2017 - City Council approved the Fiscal Year 2018 budget which included LOST funding in the amount of \$8,250,000 for the Bayview Community Resource Center.

January 12, 2017 - City Council awarded a 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% of construction costs.

February 11, 2016 - City Council authorized funding for the rebuilding of Fire Station #3 and Bayview Resource Center from the One-Cent Local Government Infrastructure Surtax extension from January 1, 2018 through December 31, 2028 (LOST Series IV).

FUNDING:

Budget:	\$8,250,000.00	Bayview Resource Center - LOST IV
	970,000.00	General Athletic Improvements - LOST IV
	365,000.00	General Park Improvements - LOST IV
	<u>\$9,585,000.00</u>	

Actual:	\$8,007,000.00	Construction Cost
	240,653.00	3% Project Contingency
	598,847.00	7% Design Fee and Reimbursable Amounts
	413,500.00	Additional A&E Services and Soft Cost
	<u>325,000.00</u>	Furniture, Fixtures & Equipment
	<u>\$9,585,000.00</u>	

FINANCIAL IMPACT:

Funds are available in the Local Option Sales Tax Fund. Currently there is \$8,250,000 appropriated for the Bayview Resource Center. Additional appropriations of \$970,000 from General Athletic Improvements and \$365,000 from General Park Improvements have been identified for this project.

CITY ATTORNEY REVIEW: Yes

5/4/2018

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker, Jr., Chief Financial Officer
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Bid No. 18-009 Tabulation of Bids
- 2) Bid No. 18-009 Vendor Reference List
- 3) Bayview Community Resource Center Artist Rendering #1
- 4) Bayview Community Resource Center Artist Rendering #2

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-009

TITLE: BAYVIEW COMMUNITY RESOURCE CENTER

OPENING DATE: May 1, 2018 OPENING TIME: 2:30 P.M.	A. E. NEW, JR., INC.	THE GREEN-SIMMONS COMPANY, INC.	HEWES & COMPANY, LLC
DEPARTMENT: Engineering	Pensacola, FL	Pensacola, FL	Pensacola, FL
Base Bid	\$8,577,000.00	\$7,875,000.00	<i>(withdrew bid)</i>
Additive Alternate 1	\$46,000.00	\$46,000.00	
Additive Alternate 3	\$4,000.00	\$11,000.00	
Additive Alternate 4	\$76,000.00	\$75,000.00	
Total including Add. Alt.s 1, 3, 4	\$8,703,000.00	\$8,007,000.00	
M/WBE Participation Goal: 10%	0%	17.9%	
If M/WBE goal not met, then GFE: 70 pts	0 pts	n/a	
Attended Prebid	Yes	Yes	

Opening Date: 05/01/18

Bid No.: 18-009

**FINAL VENDOR REFERENCE LIST
BAYVIEW COMMUNITY RESOURCE CENTER
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
071098	ACCELERATED CONSTRUCTION SERVICES INC	P O BOX 1005	GONZALEZ	FL	32560	
049144	ACQUIS CONSTRUCTION	8101 UNIVERSITY PARKWAY STE B	PENSACOLA	FL	32507	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
051847	AUTHENTIC CONSTRUCTION INC	PO BOX 128	GULF BREEZE	FL	32562	
051466	AVS SYSTEMS INC	671 BRENT LANE	PENSACOLA	FL	32503	Y
070949	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591-	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
065158	BOSS LADY CONCRETE COMPANY LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
049241	CASSIDA CONSTRUCTION COMPANY LLC	4240 BERRYHILL ROAD	PACE	FL	32571	Y
037948	CHADBOURNE CONSTRUCTION LLC	192 HEWITT STREET	PENSACOLA	FL	32502	
043867	CHASTAIN, MARK DBA HYPERION CONSTRUCTION LLC	226 S PALAFOX PL STE 401B-C	PENSACOLA	FL	32502	
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
034176	CONSTRUCTION AFFILIATES LLC	21 EAST GARDEN STREET 200	PENSACOLA	FL	32501	
071766	CONSTRUCTION MANAGEMENT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
044714	CONSTRUCTION SERVICES GROUP LLC	566 SHILOH DRIVE	PENSACOLA	FL	32503	
032358	CONSTRUCTION SERVICES OF PENSACOLA DBA BAUGHN RENOVATIONS	2105 NORTH "S" ST	PENSACOLA	FL	32505	Y
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
036161	CRUM CONSTRUCTION INC	2600 W MICHIGAN AVE 110C	PENSACOLA	FL	32505	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
061741	DARON'S CONSTRUCTION SOLUTIONS LLC	4806 MOBILE HWY SUTE D	PENSACOLA	FL	32506	
058504	DAVIS CONSTRUCTION INC	3983 NORTH W STREET #32	PENSACOLA	FL	32505	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
051393	DORSEY CONSTRUCTION	PO BOX 154	GULF BREEZE	FL	32562	
028420	DUFRAIN CONSTRUCTION INC	6295 WINONA DR	PENSACOLA	FL	32504	Y
073691	EAA SITE CONTRACTORS LLC	3158 GATEWAY LANE	CANTONMENT	FL	32533	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
031911	ENGLISH BROTHERS CONSTRUCTION MANAGEMENT INC	825 WEST HOPE DRIVE	PENSACOLA	FL	32534	
055493	ETHERIDGE CONSTRUCTION INC	209 MASSACHUSETTS AVE	PENSACOLA	FL	32505	
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
034507	FINCH CONSTRUCTION SYSTEMS INC	1302 EAST LARUA	PENSACOLA	FL	32501	
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	
058107	FOUR FEATHERS CONSTRUCTION LLC	1820 CONDROR DRIVE	CANTONMENT	FL	32533	
053080	FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	
073689	GAILLARD BUILDERS INC	PO BOX 2925	MOBILE	AL	36652	
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	

Opening Date: 05/01/18

Bid No.: 18-009

**FINAL VENDOR REFERENCE LIST
BAYVIEW COMMUNITY RESOURCE CENTER
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
052928	HALE, MELLISSA R DBA M & W CONCRETE & CONSTRUCTION LLC	3402 N TARRAGONA STREET	PENSACOLA	FL	32507	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501-	
050784	HEARD CONSTRUCTION INC	5666 MANDEVILLE BLVD	GULF BREEZE	FL	32563	
049308	HERNANDEZ CONSTRUCTION	1420 EAST BURGESS ROAD	PENSACOLA	FL	32504	
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
000708	HILLER SYSTEMS INC	P O BOX 935434	ATLANTA	GA	31193	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	
051391	JORDAN CONSTRUCTION	PO BOX 19143	PENSACOLA	FL	32523	
052457	JORDON CONSTRUCTION INC	PO BOX 10747	PENSACOLA	FL	32524	Y
061665	JOY GORDON CONSTRUCTION LLC	1957 MEANDER CIRCLE	CANTONMENT	FL	32533	Y
043857	KBI CONSTRUCTION COMPANY INC	9214 WARING RD	PENSACOLA	FL	32534	
030443	LARRY GATES CONSTRUCTION	10081 BRISTOL PARK RD	CANTONMENT	FL	32533	
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	Y
000436	LARRY M JACOBS & ASSOC INC	328 E GADSDEN ST	PENSACOLA	FL	32501	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
022014	LEIDNER CONSTRUCTION COMPANY INC	409 NORTH PACE BLVD	PENSACOLA	FL	32505-	
029867	LORD & SON CONSTRUCTION INC	PO BOX 1808	FORT WALTON	FL	32549	
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	
039951	MATTAR CONSTRUCTION COMPANY INC	57 S COYLE ST	PENSACOLA	FL	32502	Y
055496	MCBAYNE'S CONSTRUCTION	321 N DEVILLIERS STE 230	PENSACOLA	FL	32502	
042719	MCBRIDE CONSTRUCTION INC DBA DRY ROOF SYSTEMS	2415 N PACE BLVD	PENSACOLA	FL	32505	
062549	MCCORMICK, FRANK DBA MCCORMICK CONSTRUCTION & MANAGEMENT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
030768	MCLEMORE ELECTRIC INC	P O BOX 9625	PENSACOLA	FL	32513-	Y
036765	MCMILLIAN, DWIGHT EDWIN DBA PENSACOLA MARINE CONSTRUCTION	2207 LIBERTY LOOP RD	CANTONMENT	FL	32533-	
034716	MORETTE COMPANY	1201 N TARRAGONA STREET	PENSACOLA	FL	32501	
066334	MULTIMEDIA HOLDINGS CORP DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
049370	NELSON, LISA A DBA L J HOME CONSTRUCTION LLC	2333 LACEY CIRCLE	PENSACOLA	FL	32514	
073690	NETWORK CABLING SERVICES INC	3720 NORTH PACE BLVD	PENSACOLA	FL	32505	
059552	NOVA ENGINEERING & ENVIRONMENTAL LLC	140 LURTON ST	PENSACOLA	FL	32505	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
049009	PARRIS CONSTRUCTION COMPANY LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562-	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y

Opening Date: 05/01/18

Bid No.: 18-009

**FINAL VENDOR REFERENCE LIST
BAYVIEW COMMUNITY RESOURCE CENTER
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
056334	PRO SOUND & VIDEO	8812 GROW DRIVE	PENSACOLA	FL	32514	
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	
018305	R D WARD CONSTRUCTION COMPANY INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
057076	SUNRISE CONTRACTING SERVICES INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
004537	T CHAVIS CONSTRUCTION COMPANY	1411 ARIOLA DRIVE	PENSACOLA	FL	32561	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505-	Y
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	Y
024977	TRAMMELL CONSTRUCTION COMPANY INC	9425 WANDA DR	PENSACOLA	FL	32514	Y
054211	VALLIA WARREN CONSTRUCTION SYSTEMS INC	3130 NORTH E STREET	PENSACOLA	FL	32501	Y
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513-	Y
044715	WATERFRONT CONSTRUCTION INC	566 SHILOH DRIVE	PENSACOLA	FL	32503	
051237	WATSON, ALFRED DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
045240	WEBKING CONSTRUCTION INC	1118 BAYVIEW LANE	GULF BREEZE	FL	32563	
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 117



City of Pensacola
BAYVIEW COMMUNITY CENTER





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00237

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

BRUCE BEACH LEASE

RECOMMENDATION:

That City Council authorize the Mayor to execute an amendment to Section 12 of the lease agreement with the Florida Fish and Wildlife Conservation Commission. Further, that City Council authorize the Mayor to terminate the amended lease agreement. Finally, that City Council authorize the Mayor to take all actions necessary to execute said termination agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 8, 2014, City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission ("FWC") for the Bruce Beach property for the purpose of developing a fisheries, habitats, and education, research and restoration facility to be known as the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

In an email dated June 4, 2018, FWC's Assistant General Counsel notified the City Attorney that FWC desired to terminate the lease for the Bruce Beach premises. FWC has executed the necessary documents to allow the lease to be terminated by the Parties.

PRIOR ACTION:

June 20, 2011 - City Council authorized the Mayor to enter into lease negotiations with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach location for the Florida Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

May 8, 2014 - City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission for the property commonly known as "Bruce Beach" for the purpose of developing the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

December 8, 2016 - City Council conducted a quasi-judicial hearing and approved the Waterfront Redevelopment District Site Plan for the Florida Fish and Wildlife Conservation Commission Gulf Coast

Marine Fisheries Hatchery and Enhancement Center to be located at 453 West Main Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Termination of the lease will result in a loss of \$50 in annual lease revenue.

CITY ATTORNEY REVIEW: Yes

6/5/2018

STAFF CONTACT:

Eric W. Olson, City Administrator

ATTACHMENTS:

- 1) Email from FWC Assistant General Counsel dated June 4, 2018
- 2) Amended Lease Agreement
- 3) Agreement to Terminate Amended Lease Agreement

PRESENTATION: No

Beth Barr

From: Janet Matteson
Sent: Tuesday, June 05, 2018 12:07 PM
To: Beth Barr
Subject: FW: FWC Pensacola Hatchery Lease Termination Request
Attachments: Amended lease agreement.pdf; Agreement to terminate amended lease agreement.pdf

From: Pinzino, Anthony <Anthony.Pinzino@MyFWC.com>
Sent: Monday, June 4, 2018 3:22 PM
To: Lysia Bowling <lbowling@cityofpensacola.com>
Cc: Vielhauer, Bud <Bud.Vielhauer@MyFWC.com>
Subject: FWC Pensacola Hatchery Lease Termination Request

Good afternoon,

By way of the attached documents, the Commission expresses its desire to terminate the lease for the Bruce Beach premises that was leased to the Commission by the City of Pensacola for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center.

Thank you for your time and have a great day,
Anthony

Anthony Pinzino
Assistant General Counsel
Legal Office
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

tel. (850) 617-9446
cell (850) 510-6994
fax. (850) 487-1790



Florida Fish and Wildlife
Conservation Commission

MyFWC.com

AMENDED LEASE AGREEMENT

This Amended Lease Agreement ("Amended Lease Agreement") is entered into this ____ day of _____, 2018, (but effective as of June ____, 2018) by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida ("Lessor") and Fish and Wildlife Conservation Commission, an agency of the State of Florida ("Commission"), (each a "Party" and together, the "Parties").

RECITAL:

1. City and Commission entered into a lease agreement on May 12, 2014, a copy of which is set forth in Attachment "A" hereto entitled "Lease Agreement" which by this reference is incorporated into and made a part of Amended Lease Agreement.

2. City and Commission now desire to amend Lease Agreement to change certain provisions of Lease Agreement to provide for immediate termination of said Lease upon execution of a written agreement of the Parties.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements of the parties hereinafter set forth, it is hereby agreed between the parties that Lease Agreement shall be and the same is hereby amended as follows:

I. Section 12. Surrender of Premises, of Lease Agreement shall be amended by deleting Section 12. Surrender of Premises and replacing it with a new Section 12. which shall read in its entirety as follows:

Section 12. Termination and Surrender of Premises.

This Lease Agreement may be terminated by written agreement to terminate signed and duly executed by each Party and shall become effective immediately on the date both Parties have signed it. Commission shall immediately surrender the Premises to City on such date of termination.

II. All of the terms and conditions of the original Lease Agreement shall be and remain in full force and effect unless amended or changed herein by this Amended Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Lease Agreement to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF PENSACOLA, FLORIDA
A Municipal Corporation of the State of Florida

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

Ericka L. Burnett, City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Amended Lease Agreement was acknowledged before me this ____ day of June, 2018, by Ashton J. Hayward, III, Mayor, of the City of Pensacola, a municipal corporation of the State of Florida, for and on behalf of the City of Pensacola, who is personally known to me.

Notary Public
State of Florida at Large

My commission expires:

Approved as to Form and Execution:

Lysia H. Bowling, City Attorney

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

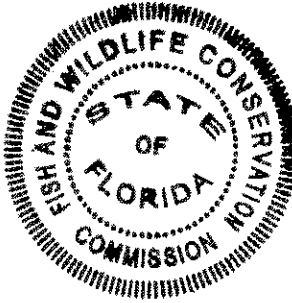
By: Thomas H. Eason

Print Name: THOMAS H. EASON

Title: Asst. Deputy Director

ATTEST:

Kristen Butler

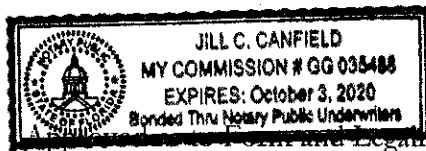


STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of June, 2018, by Thomas H. Eason for and on behalf of the Florida Fish and Wildlife Conservation Commission, who is personally known to me.

Jill C. Canfield
Notary Public
State of Florida at Large

My commission expires:



Anthony P. Pignone
Commission Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

HOLD HARMLESS. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Commission and agrees to be fully liable for any damages proximately caused by said acts or omissions. The Commission, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Commission and nothing herein shall be construed as consent by the City or the Commission to be sued by third parties in any matter arising out of this Lease.

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Madellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

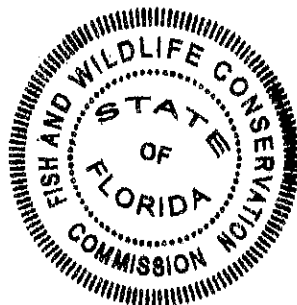
[Signature]
Print Name: Holme Kansen

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS



Chris Jones
Escambia County Property Appraiser

[ECPA Home](#)

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: 000S009070014044 Account: 152190000 Owners: PENSACOLA CITY OF Mall: PO BOX 12910 PENSACOLA, FL 32521 Situs: 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		2013 Certified Roll Assessment Improvements: \$0 Land: \$6,959,474 Total: \$6,959,474 Save Our Homes: \$0 Disclaimer Amendment 1/Portability Calculations																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/15/2008</td> <td>6417</td> <td>1666</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>829</td> <td>382</td> <td>\$15,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/15/2008	6417	1666	\$100	QC	View Instr	01/1974	829	382	\$15,000	WD	View Instr	2013 Certified Roll Exemptions MUNICIPAL OWNED Legal Description LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
12/15/2008	6417	1666	\$100	QC	View Instr															
01/1974	829	382	\$15,000	WD	View Instr															
Parcel Information Launch Interactive Map Section Map Id: CA098 Approx. Acreage: 44.5500 Zoned: M-1 WRD Evacuation & Flood Information Open Report																				
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: 04/18/2014 (tc,2114)

12.19 Florida Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center: Project Description

12.19.1 Project Summary

The proposed Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project would involve constructing and operating a saltwater sportfish hatchery in Pensacola, Florida. This project would enhance recreational fishing opportunities. The total estimated cost for this project is \$18,793,500.

12.19.2 Background and Project Description

The Trustees propose to construct and operate a saltwater sportfish hatchery in Pensacola (Escambia County), Florida (see Figure 12-35 for a conceptual design, Figure 12-36 for facility location). The objective of the proposed Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project is to enhance and/or increase the public's use and/or enjoyment of the natural resources by producing and releasing highly sought-after sportfish species such as red snapper, red drum, and spotted seatrout. The restoration work proposed includes the construction and operation of a saltwater hatchery. Hatchery production (with a potential for up to 5,000,000 fish released annually) will be based on the use of intensive (i.e., indoor, tank-based) recirculating aquaculture systems that reduce water usage and effluent discharge (i.e., most of the water is re-used). Effluent will flow through a small constructed filtration marsh composed of native coastal wetland plant species to recycle nutrients from the aquaculture facility as plant biomass which can be used to support ongoing regional coastal habitat restoration efforts.

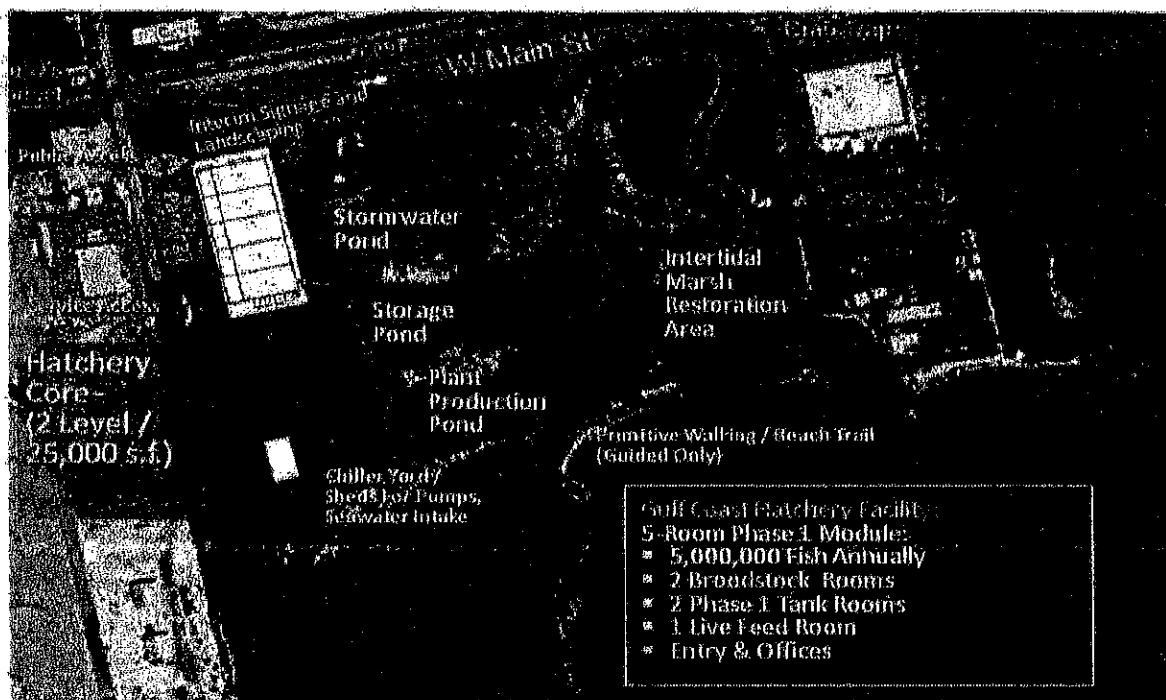


Figure 12-35. Conceptual design for the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center Project.



Figure 12-36. Location for the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center Project.

12.19.3 Evaluation Criteria

This proposed project meets the evaluation criteria for the Framework Agreement and OPA. As a result of the Deepwater Horizon oil spill and related response actions, the public's access to and enjoyment of their natural resources along Florida's Panhandle was denied or severely restricted. The project would enhance and/or increase the public's use and/or enjoyment of natural resources, helping to offset adverse impacts to such uses caused by the Spill and related response activities. Thus, the nexus to resources injured by the Spill is clear. See 15 C.F.R. § 990.54(a)(2); and Sections 6a-6c of the Framework Agreement.

The project is technically feasible and utilizes proven techniques with established methods and documented results. The State of Florida has constructed a similar style hatchery on a smaller scale and has been operating it successfully for multiple decades. For these reasons, the project has a high likelihood of success. See 15 C.F.R. § 990.54(a)(3); and Section 6e of the Framework Agreement. Furthermore, the cost estimates are based on the similar past project and therefore the project can be

conducted at a reasonable cost. See 15 C.F.R. § 990.54(a)(1); and Section 6e of the Framework Agreement. This proposed project is not anticipated to negatively affect regional ecological restoration and is therefore not in consistent with the long-term restoration needs of the State of Florida. See Section 6d of the Framework Agreement.

Many recreational use projects, including ones similar to this project, have been submitted as restoration projects on the NOAA website (<http://www.gulfspillrestoration.noaa.gov>) and submitted to the State of Florida (<http://www.deepwaterhorizonflorida.com>). In addition to meeting the evaluation criteria for the Framework Agreement and OPA, Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project also meets the State of Florida's additional criteria that Early Restoration projects occur in the 8-county panhandle area that deployed boom and was impacted by response and SCAT activities for the Spill.

12.19.4 Performance Criteria, Monitoring and Maintenance

As part of the project costs, monitoring will be conducted to ensure project plans and designs were correctly implemented. Monitoring has been designed around the project goals and objectives. The project objective is to enhance and/or improve the public's use and/or enjoyment of the natural resources by constructing and operating a saltwater sportfish hatchery. Performance monitoring will evaluate the construction and operation of the hatchery. Specific success criteria include: 1) the completion of the construction as designed and permitted; 2) operation of the hatchery as permitted; and 3) enhanced and/or increased public access provided to natural resources, which will be determined by observation that the hatchery is open and operational.

A detailed project timeline and associated monitoring framework will be developed as the first step in the initial project design phase. Overall project quality control and assurance will be overseen by the Florida Fish and Wildlife Conservation Commission and quarterly progress reports will be prepared to help track the successful implementation, performance, and completion of the various goals and objectives outlined in the scope of work. Existing fisheries monitoring programs will be leveraged to provide information on recreational catch and effort, and abundance of select sportfish species. The project proposal provides for five years of Trustee data collection during which detailed data on fisheries abundance, catch, effort and angler preferences will be collected to define the impact of the project on recreational fishing.

The project proposal also provides for five years of Trustee operation and maintenance which will provide for regular facility maintenance and repair (electrical, plumbing, physical facility, etc.) as well as periodic maintenance and repair of aquaculture systems (including tanks, filtration systems, and specialized instrumentation). After five years, upkeep and repair of facility buildings as well as maintenance of stormwater and effluent retention ponds, and filtration marsh will be provided by FWC and its governmental, university, or non-profit partners.

12.19.5 Offsets

The Trustees and BP negotiated a BCR of 2.0 for the proposed recreational use project. NRD Offsets are \$37,587,000 expressed in present value 2013 dollars to be applied against the monetized value of lost

recreational use provided by natural resources injured in Florida, which will be determined by the Trustees' assessment of lost recreational use for the Oil Spill. Please see Chapter 7 of this document (Section 7.2.2) for a description of the methodology used to develop monetized Offsets.²⁰

12.19.6 Cost

The total estimated cost to implement this project is \$18,793,500. This cost reflects current cost estimates developed from the most current information available to the Trustees at the time of the project negotiation. The cost includes provisions for planning, engineering and design, construction, monitoring, and contingencies.

²⁰ For the purposes of applying the NRD Offsets to the calculation of injury after the Trustees' assessment of lost recreational use for the Spill, the Trustees and BP agree as follows:

- The Trustees agree to restate the NRD Offsets in the present value year used in the Trustees' assessment of lost recreational use for the Spill.
- The discount rate and method used to restate the present value of the NRD Offsets will be the same as that used to express the present value of the damages.

12.20 Florida Fish Hatchery: Environmental Review

12.20.1 Introduction and Background

In April 2011, the Natural Resource Trustees (Trustees) and BP Exploration and Production, Inc. (BP) entered into the Framework Agreement for Early Restoration Addressing Injuries Resulting from the *Deepwater Horizon* Oil Spill (Framework Agreement). Under the Framework Agreement, BP agreed to make \$1 billion available for Early Restoration project implementation. The Trustees' key objective in pursuing Early Restoration is to achieve tangible recovery of natural resources and natural resource services for the public's benefit while the longer-term injury and damage assessment is underway. The Framework Agreement is intended to expedite the start of restoration in the Gulf of Mexico in advance of the completion of the injury assessment process. Early restoration is not intended to, and does not, fully address all injuries caused by the Spill. Restoration beyond Early Restoration projects would be required to fully compensate the public for natural resource losses from the Spill.

Pursuant to the process articulated in the Framework Agreement, after public review of a draft, the Trustees released a Phase I Early Restoration Plan (ERP) in April 2012. In December 2012, after public review of a draft, the Trustees released a Phase II ERP. On May 6, 2013, the National Oceanic and Atmospheric Administration (NOAA) issued a public notice in the *Federal Register* on behalf of the Trustees, announcing the development of additional future Early Restoration projects for a Draft Phase III ERP (ERP). Construction of the Gulf Coast Marine Fisheries Hatchery and Enhancement Center (the hatchery) in Pensacola Bay was submitted as an Early Restoration project on the NOAA website (<http://www.gulfspillrestoration.noaa.gov>) and submitted to the state of Florida.

The Florida Fish and Wildlife Conservation Commission (FWC) is proposing to construct a saltwater sport fish hatchery in Pensacola (Escambia County), Florida, to supplement the Port Manatee Stock Enhancement Research Facility (SERF)—the lone State-operated saltwater sportfish hatchery operated in Florida. SERF currently produces juvenile redfish for release statewide. The facility uses mating pairs of redfish, caught in the wild, as brood stock to produce hundreds of thousands of eggs that are incubated until they hatch. The fingerlings are transferred to outdoor ponds or raised in tanks and are tagged and released when they reach the targeted size. Since 1988, six million juvenile redfish have been released, with the majority of them released in Tampa and Biscayne Bays (FWC 2013a). With only one hatchery in the state, it is difficult for the FWC to meet the demand from sport and commercial fishing.

The *Deepwater Horizon* Oil Spill directly affected beaches and estuaries through oil intrusion, which resulted in the closure of state and federal waters for months and had a large impact on Florida's coastal economy.

The proposed hatchery project would fund construction activities to develop a former industrial site into a saltwater sport fish hatchery and support its operation and maintenance activities for a period of 5 years. The proposed hatchery facility would focus on restoring lost recreational fishing use experienced by resident and visiting anglers in Florida. The facility would release up to five million juvenile sportfish

such as red snapper (*Lutjanus campechanus*), red drum (*Sciaenops ocellatus*), and spotted sea trout (*Cynoscion nebulosus*) annually into state waters in the Gulf of Mexico.

This hatchery project would be consistent with FWC's efforts over the past 25 years to develop a statewide series of marine hatcheries to enhance fishing and promote marine conservation. The FWC has been actively pursuing this goal since development of SERF in Manatee County as a response, in part, to the declines in the harvest of popular sport fish species, particularly red drum, earlier in the 1980s. This commitment to incorporating marine hatcheries into FWC's fishery management activities was further recognized in 2006 with the implementation of the Florida Marine Fisheries Enhancement Initiative, or FMFEI (FWC 2013a).

The proposed hatchery would draw on lessons the FWC has learned in the 25 years of operation of SERF, and incorporate the latest technological advances in fish culture. The state-of-the-art facility would be designed to incorporate intensive aquaculture techniques and approaches, including the use of an indoor-tank-based rearing system where approximately 80% of the initial saltwater withdrawals from Pensacola Bay would be reused. In addition, the water that is eventually discharged from the facility would go through a treatment process that focuses on the recycling of nutrients. Effluent from the facility would flow through a small filtration marsh composed of native coastal wetland plant species (to be built as part of the hatchery project); the nutrients would provide fertilizer to support an adjoining nursery. Plants produced at the nursery and in the wetland would be used to support ongoing regional coastal habitat restoration efforts.

Developing the hatchery would help satisfy FMFEI's objectives of increasing recreational fishing opportunities and promoting marine conservation, while providing an economic boost to the Pensacola economy.

This proposed project meets the evaluation criteria of the Framework Agreement and the Oil Pollution Act (OPA). As a result of the *Deepwater Horizon* Oil Spill and related response actions, the public's access to and enjoyment of natural resources along Florida's panhandle was denied or severely restricted. The project would enhance and/or increase the public's use and enjoyment of natural resources, helping to offset adverse impacts to such uses caused by the Spill and related response activities.

12.20.2 Project Location

The proposed hatchery project area is located on 10 acres in Escambia County at the southeast corner of Main Street and Clubbs Street in Pensacola, Florida (Figure 12-37 and Figure 12-38). The hatchery facilities and ponds will be constructed on the upland portion of the site. According to the Wetland Sciences, Inc. report (2013), there are three areas immediately adjacent and within the subject property that have been developed as wetland mitigation areas: the Bruce Beach marsh immediately to the south, the City of Pensacola Southern Bulkhead Mitigation Area immediately to the east, and the Community Maritime Park (CMP) wetland mitigation area immediately south of the Bruce Beach marsh (Figure 12-40). Finally, a bulk petroleum storage facility (Transmontaigne Product Services., FDEP Facility ID No. 178508201) is located immediately west of the proposed project site (Figure 12-39).

Records indicate the Bruce Beach marsh was planted in 1991 by the Florida Department of Environmental Protection's Ecosystem Restoration Section. This mitigation area was formed by the construction of an L-shaped breakwater and infill of submerged lands of Pensacola Bay. Originally, smooth cordgrass (*Spartina alterniflora*) was established on one-meter centers throughout the entire created area. Hydrology within the site was established through tidal ebb and flow whose influences are manifested by a gap in the constructed breakwater which effectively connected the mitigation site to Pensacola Bay (Wetland Sciences, Inc. 2013).

The Southern Bulkhead Mitigation Area site was designed to compensate for wetland losses incurred with the construction of the southern bulkhead along the waterfront of what is now the Community Maritime Park. This mitigation site was once a channelized canal formerly used to discharge treated effluent from a now decommissioned wastewater treatment plant. The mitigation site is comprised of a meandering tidal channel and low/high marsh areas planted with smooth cordgrass and marsh hay (*Spartina patens*) (Wetland Sciences, Inc. 2013).

The Community Maritime Park (CMP) wetland mitigation area was established in 2012 to compensate for loss of wetland functions that were eliminated by the construction of the Pensacola Community Maritime Park. The wetland mitigation plan included the creation of a salt marsh consisting of 0.86 acres of oyster reef habitat/breakwaters, 1.96 acres of planted salt marsh, and 1.72 acres of tidal creeks and pools which serve as a waterward extension of the existing Bruce Beach mitigation area. The mitigation plan also included modifications to the existing Bruce Beach Mitigation Area. These modifications included the re-grading of adjacent uplands to intertidal elevations for additional marsh creation and opening the southern end of the site to enhance tidal exchange between Bruce Beach and the CMP mitigation areas. This mitigation site is protected via a conservation easement recorded in OR Book 6417 Pages 1666- 1680 in the official records of Escambia County (Figure 12-40) (Wetland Sciences, Inc. 2013).

These three mitigation areas will not be affected by the construction activities and should benefit from the improved quality of the water returned to the bay through the hatchery's treatment processes relative to the uncontrolled nature of the current surface water runoff from the site.

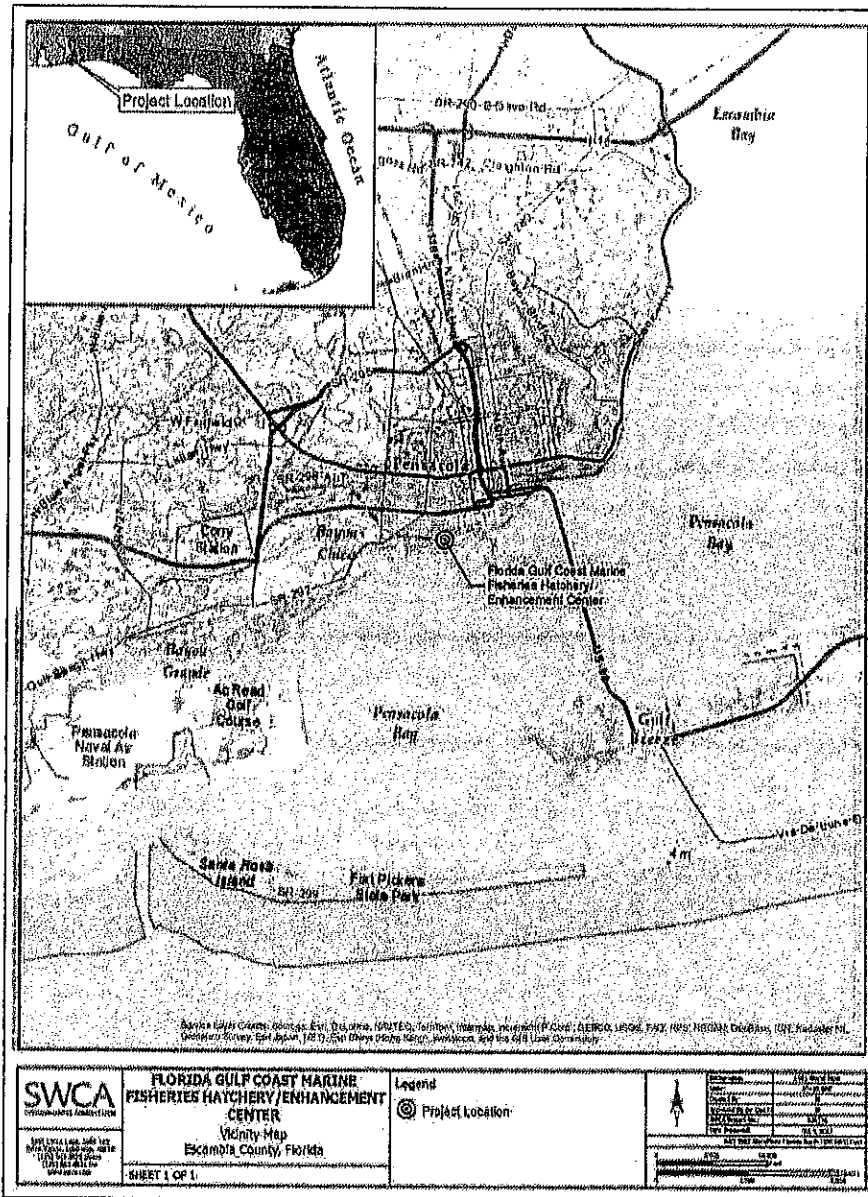


Figure 12-37. Vicinity map of the proposed hatchery project in Pensacola, Florida.

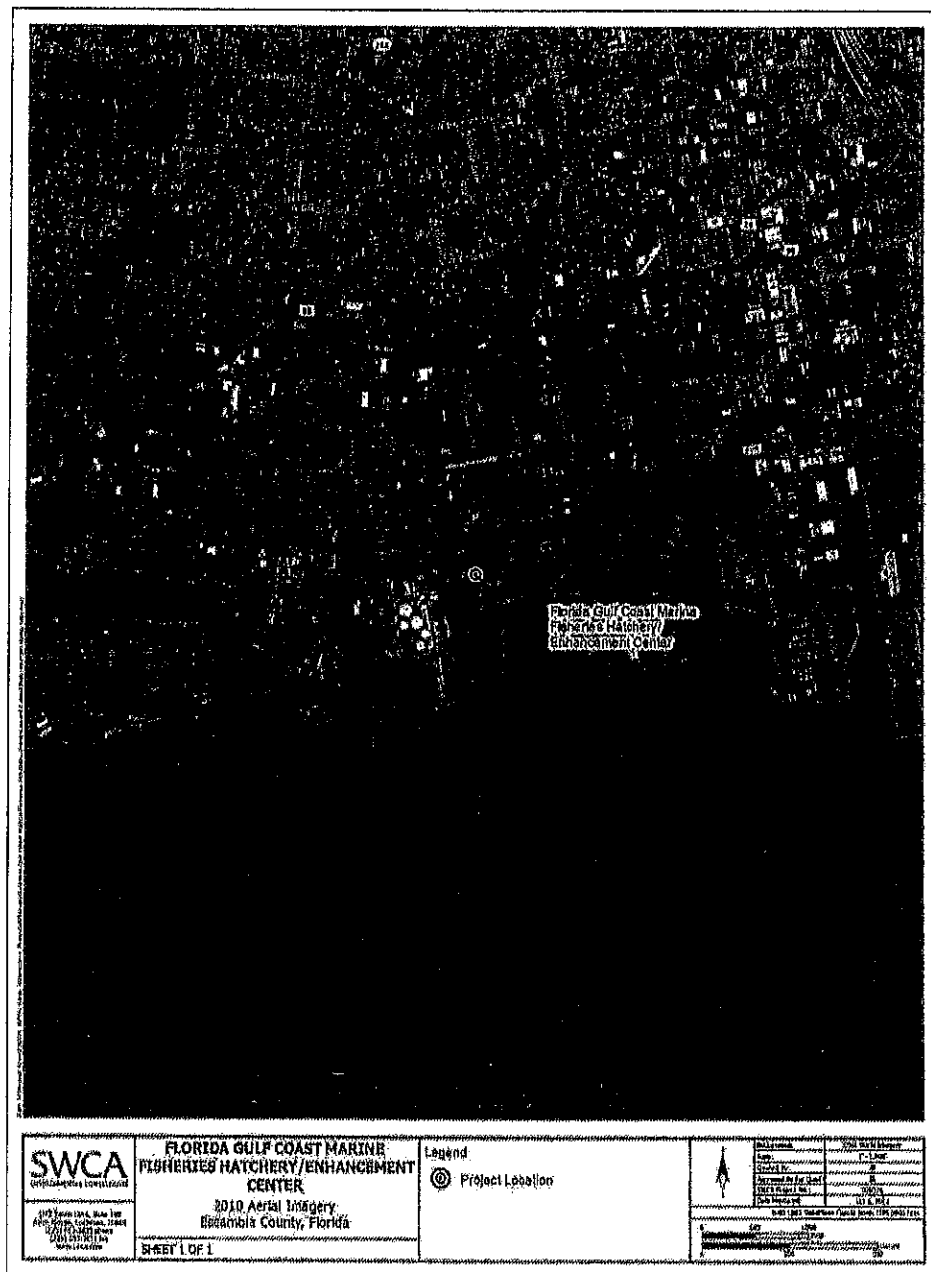


Figure 12-38. Aerial map of proposed hatchery project in Pensacola, Florida.

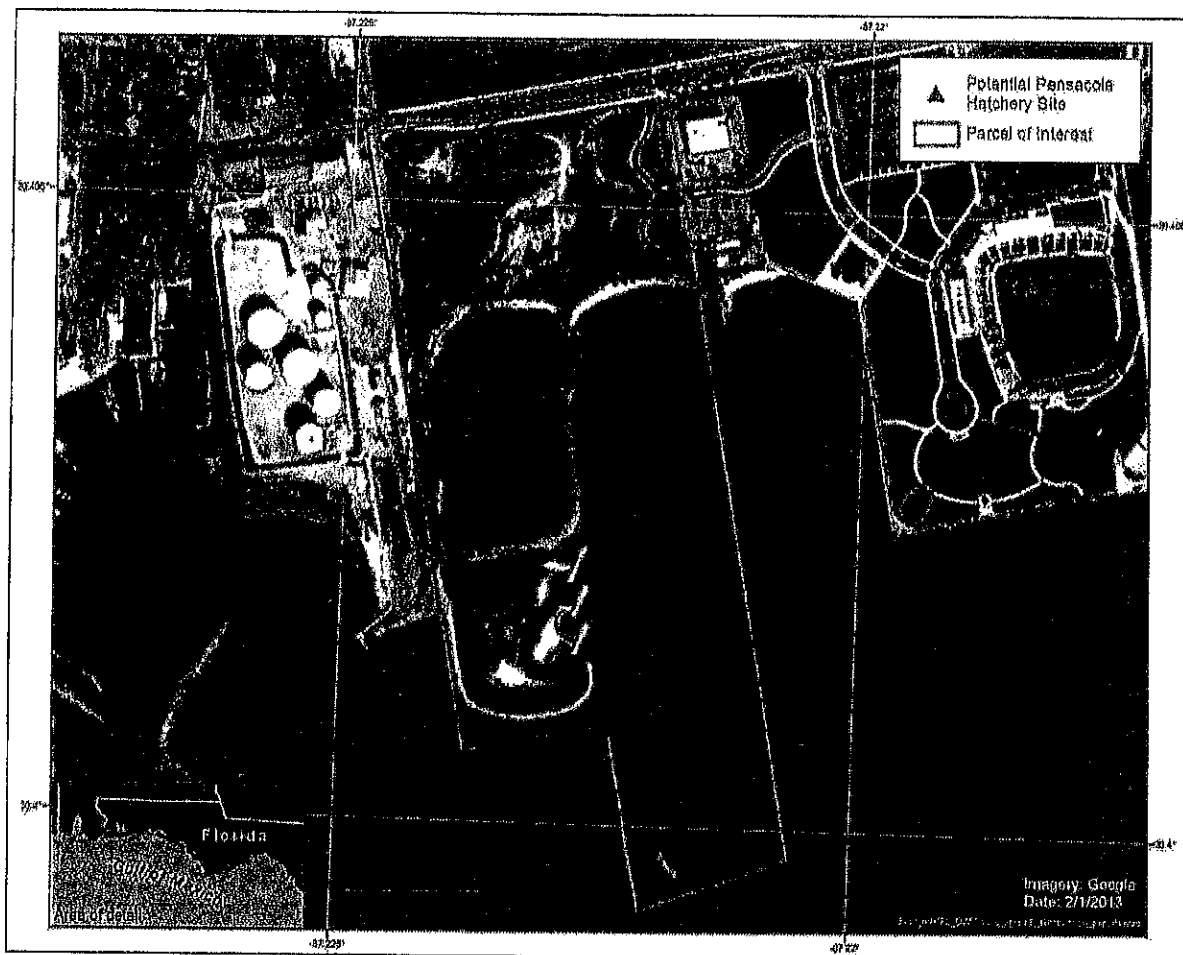


Figure 12-39. Approximate boundary of the proposed hatchery project location in Pensacola, Florida.

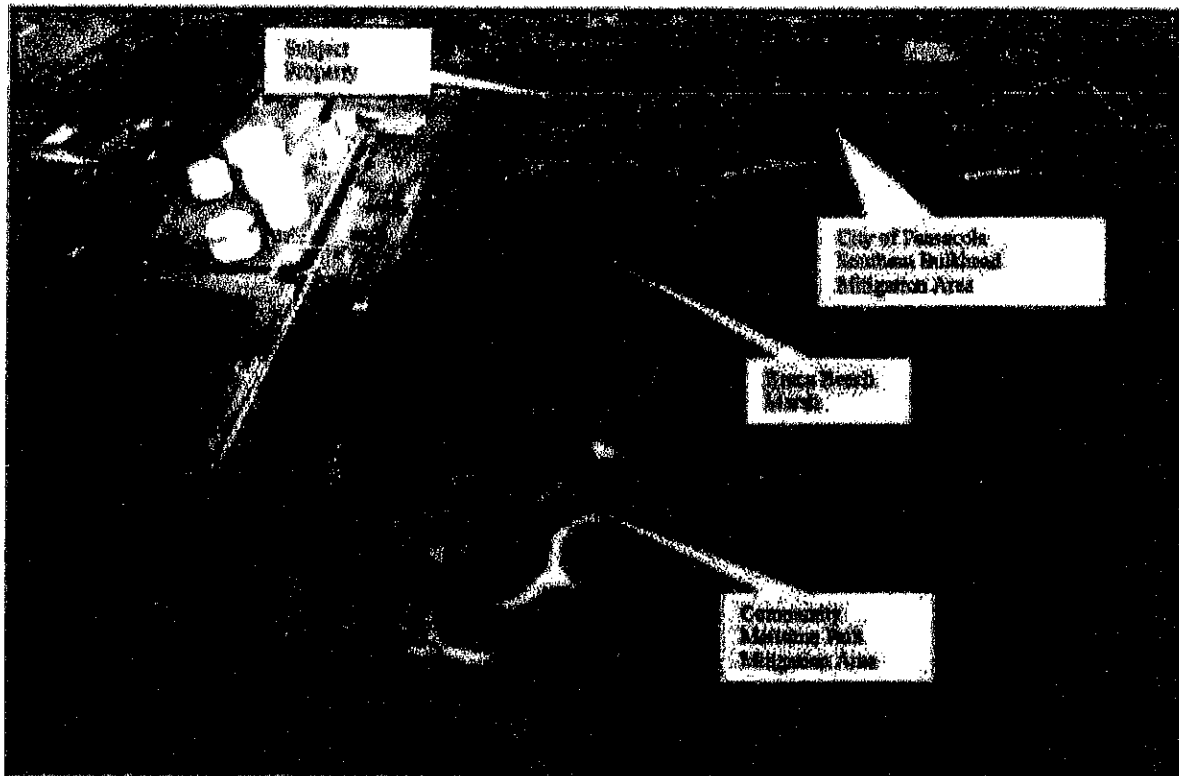


Figure 12-40. Wetland mitigation areas near the proposed hatchery project in Pensacola, Florida.

12.20.3 Construction and Installation

Figure 12-41 provides a conceptual rendering of the proposed hatchery.

Critical indoor project elements identified in Figure 12-41 include:

- Five-Room, Phase 1 Module Building (illustrated in white, adjacent to parking area):
 - **Entrance and offices:** A portion of the main facility building would contain offices for the staff. An entrance located adjacent to the parking lot would be developed for access by staff and visitors. A separate service entrance would be developed for the delivery of hatchery and administrative supplies.
 - **Brood stock rooms (2):** There would be two rooms where adult fish would be held in 115,000-gallon tanks for spawning. These broodstock fish would produce the fertilized eggs that the hatchery would then grow in the phase I tank rooms (see below) until they are large enough for release.
 - **Phase 1 tank rooms (2):** There would be two rooms where hatchery-raised fish would complete their grow-out to the Phase 1 size of approximately 1.25 inches in length, at which point they would be ready for release. The Phase 1 tanks would be 95,000-gallon capacity.

Live feed room (1): This room would contain smaller tanks that would grow the food necessary to feed the cultured sport fish. Depending on the species, this could include various species of phytoplankton and zooplankton.

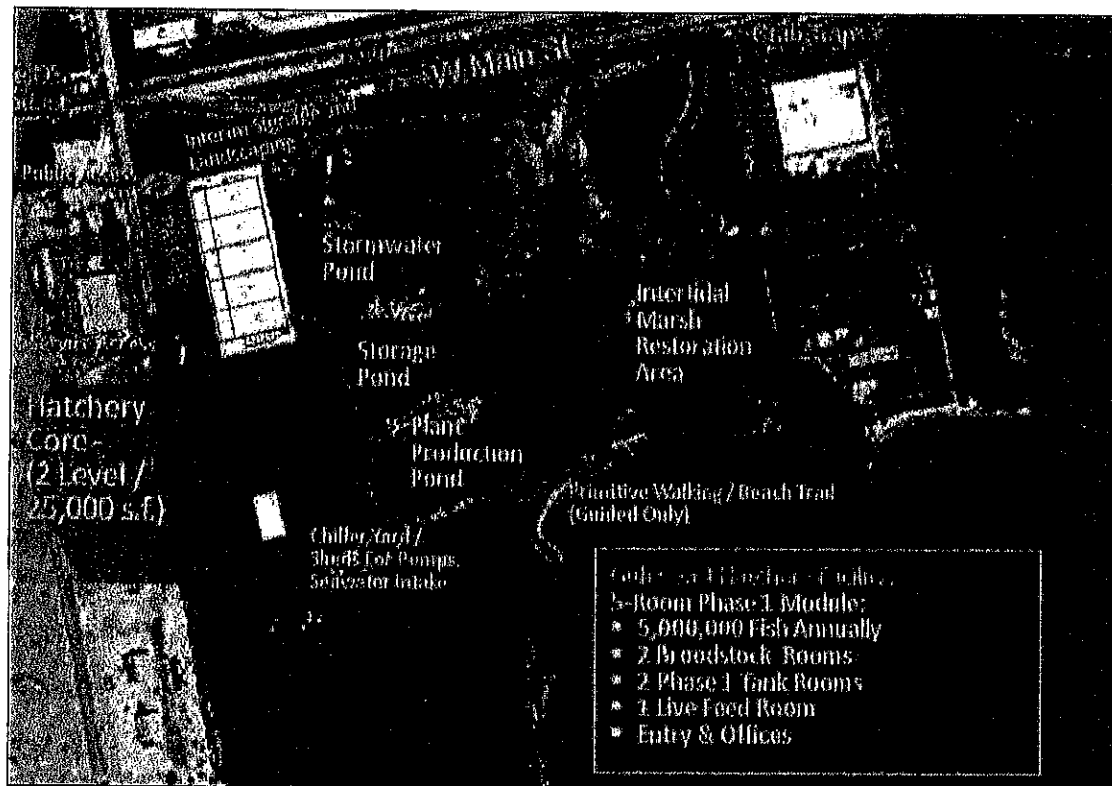


Figure 12-41. Conceptual rendering of the proposed hatchery project in Pensacola, Florida.

Critical outdoor project elements identified in Figure 12-41 include:

- **Stormwater pond:** A stormwater retention pond would be developed to capture rain water flowing from impervious surfaces on and near the site during storm events. This pond would be used to settle solids and allow for some groundwater recharge. Pond discharge would be integrated into the surface waters being directly returned to Pensacola Bay from the site. The exact size of the pond and conditions and mechanisms of the return flow to Pensacola Bay (e.g., size of pond related to the amount of impervious surface in the final design) would be defined in the final engineering plans.
- **Storage pond:** A lined storage pond up to 1 acre in size would be used to store hatchery fish production effluent. Effluent would be diverted to the pond after initially filtering out solids inside the facility. The pond would allow for additional settling of solids entrained in the hatchery's fish production water, and the liner would facilitate removal of fish waste and other biological material. Water from the storage pond would flow into the plant production pond.
- **Plant production pond/filtration marsh:** This approximately 2-acre pond or marsh would receive discharge from the storage pond and be planted with native wetland species, including

Spartina alterniflora, to uptake nutrients that improve water quality before water would be returned to Pensacola Bay as sheet flow. The wetland plants would be harvested to remove nutrients from the marsh and used to support other coastal restoration projects. To the maximum extent possible, this constructed marsh would be integrated with the existing wetland and marsh mitigation areas that are on and adjacent to the proposed hatchery location.

- **Parking lot:** An on-site lot of approximately 90,000 square feet would be developed to provide parking for hatchery staff and visitors. Access to the lot would be via Clubbs Street, which has minimal traffic and would dead-end at the facility parking lot.

Permitting and construction to complete these hatchery elements would take place over approximately 12 to 18 months. Heavy equipment (e.g., excavators, backhoes, graders) would be needed to clean, excavate, and develop the site. Additional equipment (e.g., lifts, cranes) would be used in the construction of the building and the aquaculture facilities. Assumed equipment use and manpower requirements derived from the conceptual design phase are detailed in Table 12-33.

Table 12-33. Assumed equipment use and worker needs.

EQUIPMENT	NO. USED	NO. OF DAYS USED	NO. OF WORKER DAYS	ASSUMPTIONS
Cranes (pile driving and lifting)	2	180	360	8 hr/day, 5 days/week, 9 months
Front-end loader	2	120	240	8 hr/day, 5 days/week, 6 months
Backhoe	1	60	60	8 hr/day, 5 days/week, 3 months
Triple axel dump trucks	6	75	450	75 trips
Motorgrader	1	20	20	8 hr/day, 5 days/week, 1 month
Bulldozer (D-7)	1	60	60	8 hr/day, 5 days/week, 3 months
Portable pump (dewatering system)	1	56	56	24 hr/day, 7 days/week, 2 months
Tractor trailer (material delivery)	1	104	104	2 trips/week, 12 months (52 weeks)
Concrete trucks	4	128	512	2 trips/week, 4 months (16 weeks)
Generator	2	180	N/A	8 hr/day, 5 days/week, 9 months
Small power tools (saws, drills, nail guns)	26	180	50 skilled/semi-skilled	8 hr/day, 5 days/week, 9 months
Total	-	-	1,912	-

At least 26 small tools (e.g., nail guns, saws, drills) would be needed and would be operated approximately 8 hours per day, 5 days per week, for up to 9 months. A generator would be needed to power the small tools, which would operate for about 8 hours per day, 5 days per week, for up to 9 months. In addition, a pumping station would operate intermittently during the final phases of constructing the facility, and once the facility is running would be operating 24 hours a day for the life of the facility, with the exception of maintenance and other potential shutdowns.

Habitat features associated with the treatment of the hatchery's production waters would be first designed based on a maximum possible production level. Once these features were constructed, remaining funding would be evaluated to adjust the initial scale of the operation according to resource

availability. This process would ensure the hatchery's environmental features would be capable of meeting their treatment demands. Subsequently, the size and characteristics of the stormwater pond would be scaled according to the amount of impervious surface (e.g., facility roof, parking lot) in the final design for the hatchery.

Construction equipment and activities would be managed to ensure sensitive and regulated resources, including existing wetland mitigation areas, would not be disturbed. The hatchery project would be designed with the intent of saving live oaks and pecan trees protected by city preservation ordinances (Wetland Sciences, Inc. 2013). In addition, FWC would collaborate with the FDEP, a co-Trustee in Florida, to ensure the hatchery project would not affect the existing mitigation areas covered by FDEP permits.

Environmental Protection Agency (EPA) permitting requirements for operating a fish hatchery are detailed in 4 C.F.R. 122, in Sections 1(b)(2)(ii), 24, and Appendix C. Hatcheries producing less than 100,000 pounds of warm-water species per year, as would be the case with the proposed facility, are exempt from obtaining a National Pollutants Discharge Elimination System permit. The hatchery project would be required to obtain an Industrial Wastewater Permit from FDEP. An Aquaculture Certification (Section 597.004, Florida Statute [FS]) would also be required from the Florida Department of Agriculture and Consumer Services (FDACS) Division of Aquaculture. Development of the hatchery project would adhere to the FDACS Aquaculture Best Management Practices Rule (Chapter 5L-3, Fla. Admin. Code). Building construction would use standard methods and follow general state and local permitting requirements regarding hours of activity, noise, site maintenance, and disposal of materials (see Hydrology and Water Quality section for more details).

12.20.4 Operations and Maintenance

The proposed hatchery would be operated and maintained by a team of 9 to 15 staff to support the production and release of up to five million marine sport fish (juvenile red snapper, red drum, and spotted sea trout) annually into Florida waters of the Gulf of Mexico. The production of sport fish would be conducted in a manner consistent with the relevant rules and best management practices (BMPs) that have been developed for the release of marine organisms in the state of Florida (FWC 2009a, 2009b, 2009c). These rules and guidance describe conditions under which marine organisms may be collected, as well as considerations to be addressed prior to the release of any marine organisms into the environment (e.g., genetic risk from the release). FDACS regulates aquaculture operations and enforces compliance with relevant regulations. FWC has had a long-term, productive working relationship with FDACS in regard to operations at the current hatchery at Port Manatee, including permitting of effluent discharge according to state aquaculture guidelines. FWC has authority derived from the state constitution to conduct the types of operations associated with the proposed hatchery.

Production of reared fish would take place indoors at the hatchery, rather than in outdoor holding and rearing ponds common to similar facilities. Hatchery fish production would be based on the use of intensive (i.e., indoor, tank-based) recirculating aquaculture systems that reduce water usage and effluent discharge (i.e., most of the water is reused). Effluent would flow through a small constructed filtration marsh composed of native coastal wetland plant species to recycle nutrients from the

aquaculture facility as plant biomass, which can be used to support ongoing regional coastal habitat restoration efforts.

Successful production of fish and hatchery operations would require three general activities:

- Collection of brood stock;
- Rearing of captive spawned sport fish from brood stock eggs; and
- Release of hatchery fish to marine environments.

These steps are further described below.

12.20.4.1 Collection of Brood Stock

Brood stock (adult male and female fish of the targeted species) would be collected from Florida's state waters under existing research and species collection permits held by FWC. Generally, these adult fish would be collected using standard fishing gear (e.g., baited lines, nets). Once collected, the adult fish would be transported to the hatchery and transferred to the brood stock room tanks. Spawning of these fish would be stimulated by adjusting environmental cues (e.g., day length, water temperature) to simulate natural spawning cycles.

12.20.4.2 Rearing of Captive Spawned Sport Fish

Fertilized eggs in the brood stock tank would be buoyant which facilitates collection from the water surface of the tanks. This collection technique has been used successfully for more than 25 years at SERF and would be modified as needed, based on site-specific conditions at the proposed hatchery. The fertilized eggs would be transferred to incubation chambers and maintained until their yolk sacs are absorbed. At that time they would be transferred to phase 1 grow-out tanks.

In the grow-out tanks, the fish would be raised on a diet of live feed, phytoplankton and/or zooplankton, which would be produced on-site in the separate live feed room. Growth of hatchery fish would be monitored and graded by size. Fish would be transferred over time to a series of tanks to minimize cannibalism until they reach the desired size for release. The goal for the phase 1 size is approximately 1.25 inches. When the fish reach this size, they would be collected from the tanks and transported by truck and/or boat to release sites identified by FWC staff. These sites would be located in suitable habitat for juvenile fish such as seagrass beds located throughout the northern Gulf of Mexico.

12.20.4.3 Seawater Management

A critical component of the proposed hatchery is taking in seawater needed for operating the rearing tanks before returning the water to Pensacola Bay. The proposed facility would incorporate intensive aquaculture systems that recirculate the water and minimize withdrawal requirements. The goal would be to reduce the volume of water requiring treatment prior to discharge to Pensacola Bay by reusing 80% of the intake water. Seawater would be supplied to the facility through underground piping from a seawater pump station. A pumping station, preferably land based, would supply power and protect the pump(s). Details of this structure would be addressed in the development of final site plans, but would include an occlusion device at the water intake to prevent harm to or uptake of specific marine organisms. Any proposed structure would comply with relevant city, state, and federal permit

requirements. Seawater would be treated prior to use. The seawater treatment may include disinfection, either through chlorine or ozone, a settling tank to remove suspended solids, mechanical filtration, and a water distribution system (valves and plumbing) to direct water to specific areas of the hatchery.

Water that is not reused would be treated in two phases. The first phase would consist of on-site filtration to remove large solids. The solids would be disposed of by Emerald Coast Utilities Authority. Next, the water would flow to the storage pond to allow the settling of additional solids. The remaining effluent would be transported to the plant production pond or filtration marsh where nutrients would be removed by native plants before the water is returned as sheet flow back to Pensacola Bay.

The marsh or wetland would be designed to distribute water equally to the marsh wetland plants to facilitate uniform growth of plants and nutrient uptake by the plants from the waste stream. Several species would be planted in the marsh at strategic elevations to provide the appropriate water inundation or exposure to the plants. The marsh would serve the additional purpose of supplying wetland plants for restoration projects.

12.20.4.4 Additional Operation Considerations

Additional operational guidelines and programs for the facility would be developed, implemented, and refined over time as needed and based on the FWC's more than 25 years of experience operating the SERF hatchery in Port Manatee. For example, SERF has a power outage protocol that could be reviewed for relevance and then adopted or modified as needed for the proposed hatchery.

12.20.4.5 Maintenance

The project proposal provides for 5 years of Trustee operation and maintenance, which would provide for regular facility maintenance and repair (electrical, plumbing, physical facility, etc.) as well as periodic maintenance and repair of aquaculture systems (including tanks, filtration systems, and specialized instrumentation). After 5 years, upkeep and repair of facility buildings as well as maintenance of stormwater and effluent retention ponds and filtration marsh would be provided by FWC and its governmental, university, or non-profit partners.

A hatchery maintenance plan would be developed that provides specific plans for short- and long-term equipment inspection, repair, and replacement. Short-term maintenance would include regular facility upkeep (e.g., cleaning) and periodic inspection and repair of aquaculture systems including tanks, filtration systems, specialized instruments, and basic facility systems (e.g., electrical, plumbing). Long-term maintenance would include provisions for upkeep and repair of facility buildings, stormwater pond, storage pond, and the plant production pond or filtration marsh to ensure effective productivity.

12.20.5 Affected Environment and Environmental Consequences

Under the National Environmental Policy Act, federal agencies must consider environmental effects of their actions that include, among others, impacts on social, cultural, and economic resources, as well as natural resources. The following sections describe the affected resources and environmental consequences of the project.

12.20.5.1 No action

Both OPA and NEPA require consideration of the No Action alternative. For this Draft Phase III ERP proposed project, the No Action alternative assumes that the Trustees would not pursue this project as part of Phase III Early Restoration.

Under No Action, the existing conditions described for the project site in the affected environment subsection would prevail. Restoration benefits associated with this project would not be achieved at this time.

12.20.6 Physical Environment

The proposed location for the hatchery is a roughly 10-acre, human-made parcel that was created in the early 1900s by filling in a portion of Pensacola Bay. Although currently vacant, the site has a history of documented industrial activity since 1910 (Wetland Sciences, Inc. 2013). The site is currently characterized as “highly disturbed” and extensively covered with construction debris. Three remnant patches containing native and exotic vegetation are present in the hatchery project area, which is bordered by wetland mitigation areas (Wetland Sciences, Inc. 2013).

12.20.6.1.1 Geology and Substrates

Affected Resources

The soil and substrate at the proposed hatchery site have not been surveyed. According to the Natural Resources Conservation Service (2013), local soils are characterized as Lakeland-Hurricane Complex. However, the upland hatchery project area was created by filling in historically coastal areas, which may have been altered over time by industrial activity. The following description assumes local soils were used as fill.

The Lakeland-Hurricane Complex are nearly level to moderately sloping, excessively drained, and somewhat poorly drained soils that are sandy throughout on coastal lowlands. This map unit consists of soils on broad, low ridges in the southern part of the county, primarily in and around the city of Pensacola. The landscape consists of long, smooth slopes and has little relief. Slopes range from 0% to 8%.

Environmental Consequences

Development of the hatchery project would significantly disturb the soils where excavation and re-grading for the hatchery building, parking lot, and associated ponds and treatment marsh (see Figure 12-41) is necessary. The hatchery project would result in major, long-term impacts to soils where development occurs. However, since the area was historically filled from off-site soils, it is unclear whether disturbance is occurring to native soils.

12.20.6.1.2 Hydrology and Water Quality

Affected Resources

Northwest Florida has seven major watersheds, all of which have been identified as priorities under the Surface Water Improvement and Management (SWIM) program. Water quality protection is the

underlying goal of SWIM, along with the preservation and restoration of natural systems and associated public uses and benefits (Northwest Florida Water Management District [NFWMD] 2011). The hatchery project is located in the Pensacola Bay watershed system, which includes Pensacola, Escambia, Blackwater, and East Bays; the western portion of Santa Rosa Sound; and numerous rivers and bayous. The total drainage area covers nearly 7,000 square miles, about 34% of which is in Florida. The entire system discharges into the Gulf of Mexico, primarily through a narrow pass at the mouth of Pensacola Bay (NFWMD 2013). Broad issues for the Pensacola Bay system include water and sediment quality degradation through point and nonpoint pollution sources; habitat quality, which is threatened by and degraded through sedimentation and deposition; and management and coordination between two states and numerous local governments and agencies (Thorpe et al. 1997).

With regard to groundwater, the principal water-bearing aquifers are the Surficial Aquifer System (which includes the Sand and Gravel Aquifer) and the Floridian Aquifer System. The Sand and Gravel Aquifer supplies most of the public water supply in Escambia County (NFWMD 2011). Based on Federal Emergency Management Agency (FEMA) flood insurance rate maps (see Panel 12033C0390G), the hatchery project is located in the coastal area located in Zone AE. Zone AE has defined base flood elevations and is an area of special flood hazard (FEMA 2006).

The presence of concrete and other debris, combined with an assumption of poorly drained soils, would result in surface water flow across the hatchery project area. It is likely that discharge from the site occurs into the adjacent wetland mitigation sites on the eastern and southwestern boundaries of the property (Wetland Sciences, Inc. 2013). These marshes would improve the quality of surface water runoff from the hatchery project site before flow reaches the bay. The property is surrounded by developed land, including a major road, refinery or storage facility, commercial buildings, a former Emerald Coast Utilities Authority wastewater treatment plant, and a recently built ball field and facility. These impermeable surfaces would not facilitate infiltration and aquifer recharge, but would encourage surface runoff.

Environmental Consequences

Hydrology of the project site would be affected by the development of the hatchery facility. In the short term, particularly during the period of intensive excavation and grading, there is the potential for increased sediment transport off the construction site during storm events. Incorporation of BMPs for construction (e.g., silt fencing, hay baling sensitive areas) would ensure that these potentially adverse water quality impacts are minimized. Current surface water flows and subsequent discharges to Pensacola Bay are not controlled or actively managed. The development of the stormwater retention area in conjunction with the hatchery development would result in implementation of a coordinated, engineered approach for managing the quality of stormwater, or freshwater flows, or both, and prevent discharge of pollutants into Pensacola Bay.

SERF's success with capturing and controlling surface water flows and improving water quality sets the precedent for the development of a similar system for the proposed hatchery. Monitoring associated with the SERF industrial wastewater permit improved water quality, resulting in a determination letter from FDEP that the permit was no longer required. Based on this experience and the opportunity to incorporate similar methods and technology, the hatchery project should result in no long-term

degradation of water quality. Given potential uncontrolled runoff to the bay, the hatchery project is likely to have short- and long-term benefits to water quality by ensuring discharge to the bay meets strict water-quality criteria for nutrients and other impurities as required by an industrial wastewater permit.

Construction of the stormwater system would ensure that the hatchery project would not affect the performance of the existing wetland mitigation areas. Water quality monitoring would be required by the industrial wastewater permit to ensure there is no water quality impairment of discharges into the bay. All permit conditions, including mitigation measures for siltation, erosion, turbidity, and release of chemicals, would be strictly adhered to. During construction, BMPs along with other avoidance and mitigation measures required by state and federal regulatory agencies would be employed to minimize any water quality and sedimentation impacts. FDEP permit conditions require erosion and turbidity mitigation measures, which include:

- Installation of floating turbidity barriers;
- Installation of erosion control measures along the perimeter of all work areas;
- Stabilization of all filled areas with sod, mats, barriers, or a combination; and
- Stoppage of work if turbidity thresholds are exceeded. The soils would then be stabilized, work procedures would be modified, and the FDEP would be notified.

Compliance with the Clean Water Act or Rivers and Harbors Act may be necessary since the hatchery project will have a discharge to Pensacola Bay.

There is the potential for short-term, minor adverse impacts to water quality associated with construction activities but these would be minimized by using BMPs. Over the long term, water quality of flows on the site and the saltwater discharges used in production would likely result in a minor benefit with the development of the hatchery.

12.20.6.1.3 Air Quality and Greenhouse Gas Emissions

Affected Resources

The Clean Air Act (CAA) requires the EPA to set National Ambient Air Quality Standards (NAAQS) for pollutants considered harmful to public health and the environment. NAAQS have been set for six common air pollutants (also known as criteria pollutants)—particle pollution or particulate matter, ozone, carbon monoxide, sulfur dioxide (SO₂), nitrogen dioxide, and lead. Particulate matter is defined as fine particulates with a diameter of 10 micrometers or less (PM₁₀) and fine particulates with a diameter of 2.5 micrometers or less (PM_{2.5}). When a designated air quality area or airshed in a state exceeds a NAAQS, that area may be designated as a *nonattainment* area. Areas with levels of pollutants below the health-based standard are designated as *attainment* areas. To determine whether an area meets the NAAQS, air monitoring networks have been established and are used to measure ambient air quality. The EPA also regulates 187 hazardous air pollutants (HAPs) that are known or suspected to cause cancer or other serious health effects.

Air quality in the Florida panhandle is in attainment with the NAAQS (EPA 2013a). The FDEP operates two monitors in Escambia County. The Ellyson Industrial Park monitor in Ferry Pass records ozone, PM_{2.5}, and SO₂ concentrations. The Naval Air Station monitor records ozone concentrations. Readings at both monitors for the last 3 years show attainment with the NAAQS for ozone and SO₂ (FDEP 2013b). PM_{2.5} attainment data were not available (EPA 2013a).

Total greenhouse gas (GHG) emissions in the state of Florida from 1990 to 2007 have increased at an average rate of 2.1% per year. Total GHG emissions in 2007 were 290 million metric tons of carbon dioxide (CO₂) equivalent (MMTCO₂E). In 2007, 91% of GHG emissions in Florida were CO₂ emissions (FDEP 2010). According to the EPA, the average annual temperature in the southeast portion of the United States has increased by approximately 2.0 degrees Fahrenheit (°F) since 1970. Average annual temperatures in the region are projected to increase from 4°F to 9°F by 2080. Hurricane-related rainfall is projected to continue to increase. Models suggest that rainfall would arrive in heavier downpours with increased dry periods between storms. These changes would increase the risk of both flooding and drought. The coasts would likely experience stronger hurricanes and sea level rise. Storm surge could present problems for coastal communities and ecosystems (EPA 2013b).

Environmental Consequences

Project construction would require the use of heavy mechanized equipment, which would lead to temporary air pollution (e.g., criteria pollutants, HAPs, GHGs) due to emissions from the operation of construction vehicles and equipment. Any air quality impacts that occur would be minor due their localized nature, short-term duration, and the small size of the hatchery project. Available BMPs would be employed to prevent, mitigate, and control potential air pollutants during project implementation. No air quality-related permits would be required.

Construction of the hatchery would require use of equipment that would contribute to air quality emissions and GHGs such as CO₂. Due to the small area, the exhaust emissions are expected to be minor, with bulldozer, backhoe, and grader being the most likely equipment used to prepare the site to be developed. Any air quality degradation would be very limited to the area immediately around the construction site and would only last during the site preparation period—expected to be less than 6 months. Table 12-34 describes the likely GHG emission scenario for the implementation of this hatchery project.

Table 12-34. Projected greenhouse gas impacts of the proposed project for major construction equipment.

EQUIPMENT DESCRIPTION	TOTAL HOURS USED	CO ₂ FACTOR MT/100 HRS	CO ₂ (MT)	CH ₄ FACTOR MT/100 HRS	CH ₄ (MT)	N ₂ O FACTOR MT/100 HRS	N ₂ O (MT)	TOTAL CO ₂ (MT)
Triple axel dump trucks	300	1.7	5.1	0.5	1.5	7.2	21.6	28.2
Concrete trucks	512	1.7	8.7	0.5	2.6	7.2	36.9	48.1
Tractor trailer	416	1.25	5.2	0.4	1.7	5.5	22.9	29.7
Pickup trucks	7,200	1.1	79.2	0.35	25.2	4.4	316.8	421.2
Motorgrader	160	2.25	3.6	0.65	1.0	1.08	1.7	6.4
Backhoe	480	2.55	12.2	0.85	4.1	10.2	49.0	65.3
Bulldozer	480	2.25	10.8	0.65	3.1	1.08	5.2	19.1
Front-end loader	960	2.25	21.6	0.65	6.2	1.08	10.4	38.2
Cranes	1,440	2.55	36.7	0.85	12.2	10.2	146.9	195.8
Total	11,948							852

mt = metric tons

CH₄ = methane

N₂O = nitrogen dioxide

Based on the assumptions detailed in Table 12-33 and calculations shown in Table 12-34, the project would generate approximately 852 metric tons of GHGs over the duration of the project. The following mitigation measures have been identified to reduce or eliminate GHG emissions from the project.

- Shut down idling construction equipment, if feasible.
- Locate staging areas as close to construction sites as practicable to minimize driving distances between staging areas and construction sites.
- Encourage the use of the proper size of equipment for the job to maximize energy efficiency.
- Encourage the use of alternative fuels for generators at construction sites, such as propane or solar, or use electrical power where practicable.

The project would have short-term, minor impacts but no long-term impacts on GHG emissions.

Mitigation measures would minimize GHG emissions.

Air quality in the hatchery project area may also be affected by dust associated with construction. However, incorporating BMPs (e.g., wetting to control fugitive dust, limited idling) during construction would help mitigate these impacts. These BMPs would be incorporated in construction permits. Long-term air quality impacts from the hatchery operation are expected to be minor. The integration of energy efficient equipment and a facility design and construction focused on the use of green technologies (for instance, those incorporated as part of LEED or similar certification) would offset any short-term, minor contributions of GHGs. Energy efficiency would help minimize the hatchery's net electricity consumption and thereby help minimize emissions of GHGs associated with the electricity used to operate the facility. At the same time, the development of vegetated areas, particularly the plant production pond or filtration marsh, would increase on-site vegetative production and act as a potential minor carbon sink.

12.20.6.1.4 Noise

Affected Resources

Noise can be defined as unwanted or nuisance sound. The Noise Control Act of 1972 (42 USC 4901 to 4918) was enacted to establish noise control standards and to regulate noise emissions from commercial products such as transportation and construction equipment. Amplitude is the magnitude of a sound and is usually expressed in decibels (dB), which is a dimensionless ratio of sound pressure to a reference pressure. The A-weighted decibel (dBA) is the adjusted unit of sound used to describe the human response to noise from industrial and transportation sources. The threshold of hearing is 0 dB. A 3-dB increase is equivalent to doubling the sound pressure level, but is barely perceptible to the human ear. Table 12-35 shows typical noise levels for common sources expressed in dBA. Noise exposure depends on how much time an individual spends in different locations.

The hatchery project site is surrounded by a developed, industrial urban environment with a heavily used roadway immediately to the north. A baseball stadium located approximately 0.5 mile west of the project site appears to be the major recreation site in the area. Given the location, the road likely receives considerable industrial traffic including large trucks and periodic heavy pedestrian traffic due to the baseball facility. No residential properties are located in the vicinity. No sensitive wilderness areas or special wildlife use areas are located near the project site.

Table 12-35. Typical noise levels for common sources.

NOISE SOURCE OR EFFECT	SOUND LEVEL (dBA)
Rock-and-roll band	110
Truck at 50 feet	80
Gas lawn mower at 100 feet	70
Normal conversation indoors	60
Moderate rainfall on foliage	50
Refrigerator	40
Bedroom at night	25

Source: Adapted from U.S. Department of Energy and Bonneville Power Administration (1986)

Environmental Consequences

Construction activities, including use of heavy equipment such as graders and backhoes and smaller handheld tools such as saws and nail guns, would cause an increase in noise during the day for the duration of construction. Standard state contract provisions include restricting work to weekdays, normally from 7 a.m. to 7 p.m., unless in a hospital or strictly residential area. Contractors are normally not allowed to work outside these limits unless it is for safety, traffic, or highly restricted schedules, and then it must be by permission. In addition, state contracts require that all equipment used on-site must

be properly muffled and in good repair. As a result, short-term noise impacts are expected to be minor, but would impact at least one local business, Nick's Boathouse, a restaurant at the adjacent marina, less than 0.25 mile to the east.

Potentially loud equipment would be during various phases of construction. Noise levels would depend on equipment being used and tasks being performed. Therefore, levels of noise would vary from low to moderate during the 12-month construction period.

In the long term, noise impacts would be minor. The main hatchery operations would occur within the building, so contribution to ambient outdoor noise levels would be negligible. Site maintenance would contribute minor and infrequent noise. Vehicle traffic would be mostly confined to staff and visitors, consisting of passenger vehicles and infrequent deliveries by truck. The building noise would consist of heating, ventilation, and air conditioning (HVAC) systems and noises associated with running the hatchery facilities. These long-term noise impacts are expected to be minor given their anticipated low volume. This minor increase in noise is unlikely to be significant amidst the nearby commercial operations and development in the area.

12.20.6.2 Biological Environment

The Gulf of Mexico is one of the nation's most valuable ecosystems. Florida's barrier islands, estuaries, coral reefs, beaches, seagrass meadows, coastal wetlands, and mangrove forests are world-renowned natural resources and attractions. These habitats provide a range of ecosystem services including fisheries, wildlife-related activities, food production, energy production, infrastructure protection, and recreational opportunities (Gulf Coast Ecosystem Restoration Task Force [GCERTF] 2011). According to the GCERTF (2012), continued coastal habitat loss and degradation in Gulf and estuarine environments along with overfishing has resulted in a declining trend in fish populations, which can threaten ecosystem diversity and stability through food web disruptions.

12.20.6.2.1 Living Coastal and Marine Resources

12.20.6.3 Vegetation

Affected Resources

A biological survey for the proposed hatchery property was completed in August 2013 (Wetland Sciences Inc., 2013). The survey report confirmed that the site was on human-made land, created in the early 1900s by placing fill in the bay. The 10-acre site is highly disturbed, and is currently covered with excess material including earth fill and limestone riprap that are stockpiled within the property. Additionally, the site is strewn with other historic debris from previous industrial land uses including creosote-treated timber, concrete pilings, concrete culverts, bricks, abandoned rail spur, and other miscellaneous debris. Three patches of semi-native habitat still existed. These areas constitute only about 1 acre and contain canopies of live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), and cabbage palm (*Sabal palmetto*), with a shrub canopy of wax myrtle (*Myrica cerifera*) and yaupon holly (*Ilex vomitoria*). A number of invasive species were also present, including Chinese tallow (*Triadica sebifera*) and chinaberry (*Melia azedarach*). In addition, the landward side of the mean high water line in the southeast portion of the site contains a fringe wetland consisting of marsh hay (*Spartina patens*).

The remainder of the site is dominated by species typical of disturbed landscape in Florida such as lantana (*Lantana camara*), wetland nightshade (*Solanum tampanicense*), and, in the wetter zones near the shoreline, torpedo grass (*Panicum repens*), a Category I exotic species. Also located in the project area, adjacent to the proposed construction footprint, is a human-made tidal marsh created for mitigation services.

No federally listed plant species occur in the project area and due to the disturbed nature of the proposed hatchery site and their habitat requirements, it is unlikely that any state-listed plants would occur at the site. No state-listed plant species were observed during the 2013 surveys (Wetland Sciences Inc., 2013).

Environmental Consequences

Most of the project area is highly disturbed; therefore, the proposed project would have no negative impacts to vegetation in this area. Construction activities would cause some disturbance to vegetation in the site's upland habitat. This small area contains remnant native vegetative communities and would be avoided to adhere to city ordinances regarding tree protection. Using construction BMPs to prevent erosion and sediment runoff, disturbance or degradation to these areas would be minimized. Any impacts to native vegetative communities would be short term and minor.

Hatchery development would include a 2-acre plant production and filtration marsh that would enhance the site's vegetation by planting native wetland species, thus producing more habitat diversity than currently exists at the site. In addition, the project would have beneficial impacts to existing upland native vegetation and newly planted wetland species as a result of the removal of exotic plants at the site. The proposed project would, therefore, have a minor, long-term benefit on vegetation resources at the proposed site.

12.20.6.4 Wildlife Habitat

Affected Resources

The proposed project site is significantly disturbed, having been used as a disposal site for solid waste debris such as concrete pilings, bricks, culverts, creosote logs, and abandoned rail spur. Three small wooded areas are located on the eastern portions of the site that may provide habitat for small urban mammals and birds. Human-made tidal marshes to the south and east of the construction footprint provide habitat for marsh birds, wading birds, and possibly wintering waterfowl. In the southeast portion of the site, a small natural beachfront provides habitat to foraging shorebirds and wading birds. No bird rookeries or other nests were observed during surveys of the site.

Environmental Consequences

Common urban wildlife of the site and their respective habitat would face a short-term, minor impact during construction from noise produced by construction equipment, as well as minor, long-term impacts due to habitat loss where the hatchery facility footprint would be placed. There would be a short-term, minor impact to nearby human-made tidal marshes and beachfront habitat because wildlife using these habitats could experience disturbance during construction due to noise. The proposed

project's plant production and filtration marsh would enhance the site by producing 2 additional acres of marsh habitat in the area, resulting in a long-term, moderate beneficial impact to species that use this type of habitat.

12.20.6.5 Marine and Estuarine Fauna

Affected Resources

More than 200 species of fish and shellfish have been identified in the Pensacola Bay estuary. Common fish and shellfish species are spot (*Leiostomus xanthurus*), bay anchovy (*Anchoa mitchilli*), Atlantic croaker (*Micropogonias undulatus*), spotted seatrout, Gulf menhaden (*Brevoortia patronus*), striped mullet (*Mugil cephalus*), blue crab (*Callinectes sapidus*), American oyster (*Crassostrea virginica*), and Penaeid shrimp (*Penaeus* spp.). Freshwater fish species that are tolerant of low salinities use embayments and marshes. These include largemouth bass (*Micropterus salmoides*) and redear sunfish (*Lepomis microlophus*). Four anadromous fish—gulf sturgeon, Alabama shad (*Alosa alabamae*), skipjack herring (*Alosa hrysochloris*), and striped bass (*Morone saxatilis*)—use the bay and its tributaries (FDEP 2004).

Environmental Consequences

No negative impacts to coastal and marine resources are expected from the development of the proposed hatchery. Assuming accurate analysis of the genetic risks (FWC 2009a), the release of Phase I hatchery fish would have a long-term benefit on estuarine and marine resources by supplementing native populations of three fish species. The success of the hatchery releases would be determined by an ongoing comprehensive monitoring program. Specific objectives of this monitoring program would be to estimate the short- and long-term survival of stocked fish; the potential long-term impact on wild sport fish populations; and the respective contributions of hatchery fish to local fish populations and recreational catches. Methods that may be implemented as part of a multidisciplinary and integrative monitoring program to evaluate hatchery program success are described below:

1. **Hatchery Production.** Staff at the hatchery would collect and maintain a captive sport fish brood stock; produce hatchling sport fish and rear them to the appropriate size for release; mark larger fish with coded wire tags (CWT); and participate in fish releases.
2. **Fish Health.** Staff would work with a suite of qualified partners to evaluate the health of all hatchery-reared offspring before release. Post-release surveys would also be used to assess the survival and health status of hatchery-reared sport fish.
3. **Fisheries-Dependent Monitoring (FDM).** Recreational anglers would be surveyed to monitor fishing effort, catch and other variables such as targeted species. Fin clips from harvested sport fish would also be obtained for genetic testing.
4. **Fisheries-Independent Monitoring (FIM).** Staff would systematically collect sport fish of all sizes from estuarine and coastal waters via stratified random sampling and directed fishing using small mesh seines, trammel nets, and hook-and-line. Fish would be scanned by an onboard detector for the presence of CWTs and fin clips, or other tissue would be collected for genetic testing. Fish collected with CWT would be retained. Other fish would be measured and released; those greater 100 millimeters (standard length) would be fin-clipped.

5. **Angler-based Fin Clip Program (FCP).** Staff would develop a volunteer-based fin-clip program to identify hatchery-released fish. Recreational anglers would be provided with kits to collect fin clips and record collection data.
6. **Radio Telemetry.** A number of larger fish would be tagged with transmitters to identify patterns of movement and habitat preferences of released fish.

12.20.6.6 Protected Species

Affected Resources

The Wetland Sciences, Inc. biological survey report (2013) concluded that no state or federally listed species or critical habitats are present in the terrestrial habitats of the project area. A number of federally listed wildlife species occur in Escambia County (Figure 12-42). Threatened and endangered species with potential to occur in Escambia County include five species of sea turtles, the West Indian manatee (*Trichechus manatus*), piping plover (*Charadrius melodus*), wood stork (*Mycteria americana*), and gulf sturgeon. One federally listed proposed species, red knot (*Calidris canutus rufa*), has potential to occur in the county (USFWS 2013b). The hatchery project site is located in waters of Pensacola Bay designated as Critical Habitat Unit 9 by the USFWS for the gulf sturgeon (*Acipenser oxyrinchus desotoi*), a species federally listed as threatened and state-listed as a species of concern. The project area does not overlap Unit 9, but rather is adjacent to it as it borders the shoreline's mean high water line (*Federal Register* 2003).

Sea Turtles and Marine Mammals

There are five species of endangered or threatened sea turtles that may occur or have the potential to occur in the project area. These include green turtle, hawksbill turtle, Kemp's ridley turtle, leatherback turtle, and loggerhead turtle. Sea turtles forage in the waters of the coastal Florida panhandle region and have the potential to occur in the waters where in-water work is proposed. The project site does not contain potentially suitable sea turtle nesting habitat.

The endangered West Indian manatee has the potential to occur in the project area waters. Manatees typically seek out shallow seagrass areas as preferred feeding habitat (USFWS 2010). Additionally, bottlenose dolphin (*Tursiops* spp.) populations are known to migrate into bays, estuaries, and river mouths and could be located in the proposed project area (NMFS 2013b).

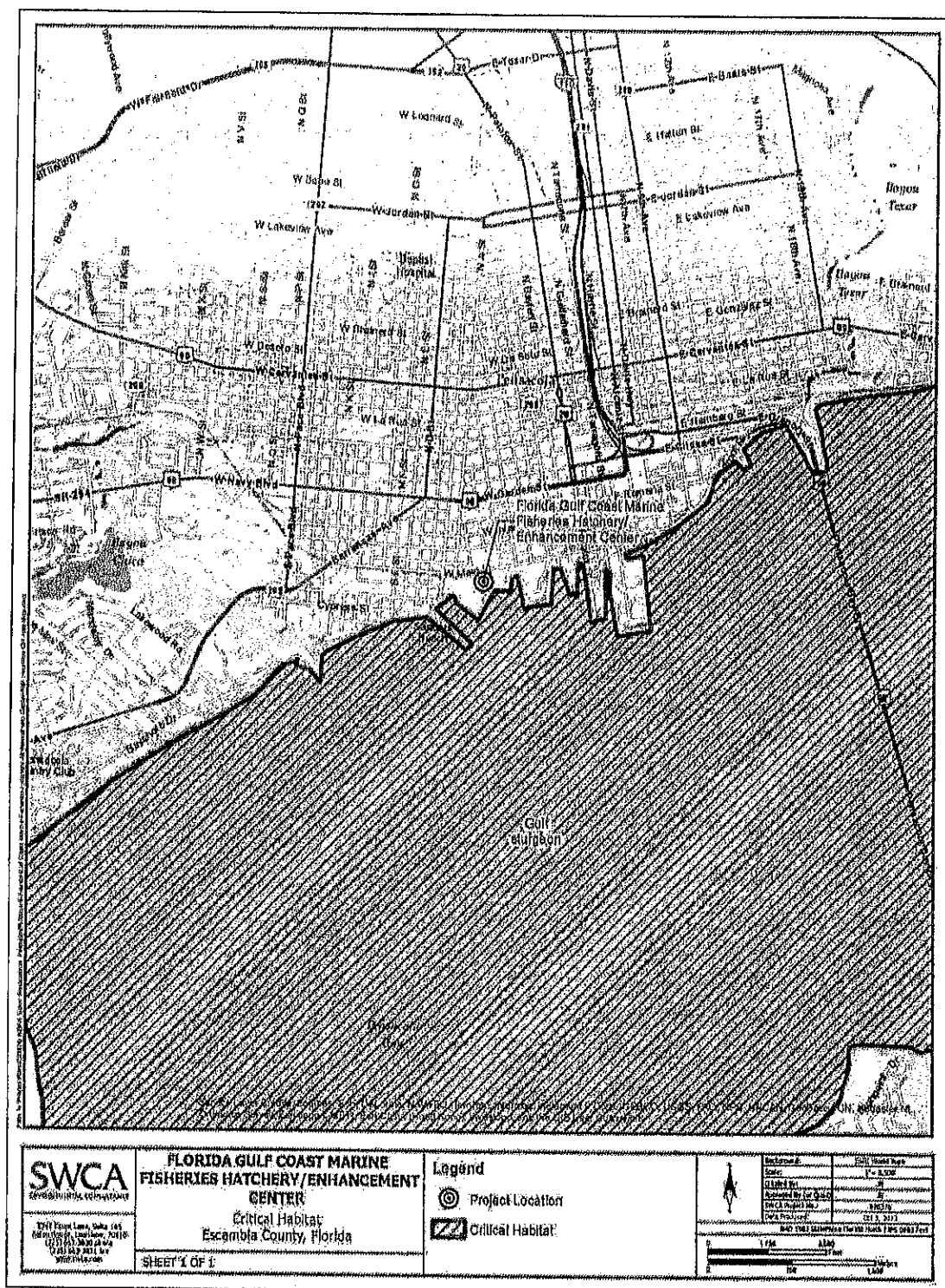
Gulf Sturgeon and Gulf Sturgeon Critical Habitat

Gulf sturgeon are restricted to the Gulf of Mexico and its drainages, occurring primarily from the Pearl River in Louisiana to the Suwannee River, in Florida (NMFS 2009). Adult fish reside in rivers for 8 to 9 months each year and in estuarine or Gulf of Mexico waters during the 3 to 4 cooler months of each year (NMFS 2009). Important marine habitats include seagrass beds with sand and mud substrates (Mason and Clugston 1993).

Gulf sturgeon critical habitat was jointly designated by the NMFS and USFWS on April 18, 2003 (50 C.F.R. 226.214). The proposed project site is located within the Florida Nearshore Gulf of Mexico Critical Habitat Unit 99, which contains winter feeding and migration habitat for Gulf sturgeon. Critical habitat was designated based on seven primary constituent elements (PCEs) essential for its conservation, as

defined in the 2003 *Federal Register*. The seven elements of critical habitat are listed below. Within the project site PCE's 1, 5, 6, and 7.

1. Abundant food items, such as detritus, aquatic insects, worms, and/or mollusks, within riverine habitats for larval and juvenile life stages; and abundant prey items, such as amphipods, lancelets, polychaetes, gastropods, ghost shrimp, isopods, mollusks, and/or crustaceans, within estuarine and marine habitats and substrates for subadult and adult life stages;
2. Riverine spawning sites with substrates suitable for egg deposition and development, such as limestone outcrops and cut limestone banks, bedrock, large gravel or cobble beds, marl, soapstone, or hard clay;
3. Riverine aggregation areas, also referred to as resting, holding, and staging areas, used by adult, subadult, and/or juveniles, generally, but not always, located in holes below normal riverbed depths; these are believed necessary for minimizing energy expenditure during freshwater residency and possibly for osmoregulatory functions;
4. A flow regime (i.e., the magnitude, frequency, duration, seasonality, and rate-of-change of freshwater discharge over time) necessary for normal behavior, growth, and survival of all life stages in the riverine environment, including migration, breeding site selection, courtship, egg fertilization, resting, and staging, and for maintaining spawning sites in suitable condition for egg attachment, egg sheltering, resting, and larval staging;
5. Water quality, including temperature, salinity, pH, hardness, turbidity, oxygen content, and other chemical characteristics necessary for normal behavior, growth, and viability of all life stages;
6. Sediment quality, including texture and chemical characteristics, necessary for normal behavior, growth, and viability of all life stages; and
7. Safe and unobstructed migratory pathways necessary for passage within and between riverine, estuarine, and marine habitats (e.g., an unobstructed river or a dammed river that still allows for passage).



Essential Fish Habitat

EFH is defined in the Magnuson-Stevens Fishery Conservation and Management Act as "those waters and substrates necessary to fish for spawning, breeding, feeding or growth to maturity." The designation and conservation of EFH seeks to minimize adverse effects on habitat caused by fishing and non-fishing activities. The NMFS has identified EFH habitats for the Gulf of Mexico in its Fishery Management Plan Amendments. These habitats include estuarine emergent wetlands, seagrass beds, algal flats, mud, sand, shell, and rock substrates, and the estuarine water column. The EFH within the project area include emergent wetlands, mud substrate, and estuarine water columns for species of fish, such as red drum, brown shrimp, pink shrimp, and white shrimp. There are no marine components of EFH in the vicinity of the project site.

The area also provides habitat for prey species (e.g. Gulf menhaden, shad, croaker and spot) that are consumed by larger commercially important species. In addition, the area provides habitat for spotted seatrout, striped mullet, southern flounder, Atlantic croaker, and Gulf menhaden. Table 12-36 provides a list of the species that NMFS manages under the federally Implemented Fishery Management Plan in the vicinity of the Florida Gulf Coast Marine Fish Hatcheries/Enhancement Center site and Pensacola Bay.

Table 12-36. List of species managed by NMFS in vicinity of the project study area (NMFS EFH mapper, 2013).

Management Unit/ Species	Lifestage(s) Found at Location	FMP
Red Drum (<i>Sciaenops ocellatus</i>)	ALL	Red Drum
Highly Migratory Species		
Scalloped Hammerhead Shark	Neonate, Juvenile	Highly Migratory Species
Sandbar Shark	Neonate	
Tiger Shark	Neonate, Juvenile	
Atlantic Sharpnose Shark	Neonate	
Shrimp		
Brown shrimp (<i>Penaeus aztecus</i>)	ALL	Shrimp
White shrimp (<i>Penaeus setiferus</i>)		
Pink shrimp (<i>Penaeus duorarum</i>)		
Royal red shrimp (<i>Pleoticus robustus</i>)		
Rock Shrimp (<i>Sicyonia brevirostris</i>)		
Seabob Shrimp (<i>Xiphopenaeus kroyeri</i>)		
Coastal Migratory Pelagics		
King mackerel (<i>Scomberomorus cavalla</i>)	ALL	Coastal Migratory Pelagics
Spanish mackerel (<i>Scomberomorus maculatus</i>)		
Cobia (<i>Rachycentron canadum</i>)		
Dolphin (<i>Coryphaena hippurus</i>)		
Reef Fish		
Balistidae - Triggerfishes		
Gray triggerfish (<i>Balistes capricus</i>)		
Carangidae - Jacks		

Management Unit / Species	Lifestage(s) Found at Location	FMP
Greater amberjack (<i>Seriola dumerili</i>) Lesser amberjack (<i>Seriola fasciata</i>) Almaco jack (<i>Seriola rivoliana</i>) Banded rudderfish (<i>Seriola zonata</i>) Labridae - Wrasses Hogfish (<i>Lachnolaimus maximus</i>) Lutjanidae - Snappers Queen snapper (<i>Etelis oculatus</i>) Mutton snapper (<i>Lutjanus analis</i>) Schoolmaster (<i>Lutjanus apodus</i>) Blackfin snapper (<i>Lutjanus buccanella</i>) Red snapper (<i>Lutjanus campechanus</i>) Cubera snapper (<i>Lutjanus cyanopterus</i>) Gray (mangrove) snapper (<i>Lutjanus griseus</i>) Lane snapper (<i>Lutjanus synagris</i>) Wenchman (<i>Pristipomoides aquilonaris</i>) Vermilion snapper (<i>Rhomboplites aurorubens</i>) Malacanthidae – Tilefishes Goldface tilefish (<i>Caulolatilus chrysops</i>) Blackline tilefish (<i>Caulolatilus cyanops</i>) Blueline tilefish (<i>Caulolatilus microps</i>) Serranidae – Groupers Speckled hind (<i>Epinephelus drummondhayi</i>) Yellowedge grouper (<i>Epinephelus flavolimbatus</i>) Red grouper (<i>Epinephelus morio</i>) Warsaw grouper (<i>Epinephelus nigritus</i>) Snowy grouper (<i>Epinephelus niveatus</i>) Nassau grouper (<i>Epinephelus striatus</i>) Marbled grouper (<i>Epinephelus inermis</i>) Black grouper (<i>Mycteroperca bonaci</i>) Yellowmouth grouper (<i>Mycteroperca interstitialis</i>) Gag (<i>Mycteroperca microlepis</i>) Scamp (<i>Mycteroperca phenax</i>) Yellowfin grouper (<i>Mycteroperca venenosa</i>)	ALL	Reef Fish

State-Listed Birds, MBTA and BGEPA

There are more than 400 species of migratory birds, and hundreds of thousands of individuals reside along the Gulf Coast during the winter to forage and rest, while others are present during the summer to breed. All migratory bird species are protected under the MBTA. There are numerous state of Florida-listed bird species with potential for occurrence in and around the proposed hatchery site. These include Arctic peregrine falcon (*Falco peregrinus tundrius*), least tern (*Sterna antillarum*), southeastern American kestrel (*Falco sparverius paulus*), American oystercatcher (*Haematopus palliatus*), and southeastern/Cuban snowy plover (*Charadrius alexandrinus tenuirostris*). The nesting

season in Florida is from March 1 to August 1. Migratory birds may be foraging and resting in terrestrial or aquatic habitats on site. However nesting is only likely by songbirds in the large trees on site (USFWS 2013a).

The annual statewide survey of known bald eagle nesting territories in Florida conducted between November and March by the FWC indicates that there are 3 eagle nests within Escambia County. Of these, one is approximately 5 miles west of the site and the other two are more than 5 miles from the site (FWC 2013c).

Environmental Consequences

The proposed project has been evaluated for potential short- and long-term impacts to state and federally protected species that may occur in and adjacent to the project area based on available suitable habitat and restoration goals. Descriptions of these evaluations are provided below.

Sea Turtles and Marine Mammals

For projects in waters accessible to sea turtles, NMFS has developed standardized *Sea Turtle and Smalltooth Sawfish Construction Conditions* (NMFS 2006). These conditions are typically applied to projects as part of the Clean Water Act Section 404 permit issued for in-water work. It is unlikely that the project site contains submerged aquatic vegetation, which is the preferred foraging habitat of sea turtles, but it cannot be ruled out entirely.

Minor, short-term disturbances may occur as a result of in-water work associated with the construction of the hatchery, ponds, and marsh. Construction of the intake would temporarily increase noise disturbance due to the presence of boats and construction equipment. If sea turtles are present in the in-water work area, short-term disturbances from noise and turbidity would occur. Sea turtles are a highly mobile species and would be expected to move away during in-water activities. An occlusion device at the water intake would be installed and would be designed to prevent harm to sea turtles and prevent pump malfunction or damage. Additionally, should a sea turtle be encountered during installation of the project, the crews would allow these species to exit from the project vicinity before commencing with work activities. No impacts to nesting turtles are expected since there is no nesting in or near the project area. Therefore, potential impacts or disturbances to listed sea turtles would be short term and minor.

Noise and other activity associated with proposed in-water construction may temporarily disturb manatees and dolphin species in the vicinity of the project area through temporary impacts on prey abundance, water quality (turbidity), and underwater noise. Dolphins are highly mobile species and would be expected to move away from the construction area during in-water activities. The main risk to manatees during implementation of this project would come from construction and operation of an intake pipe for seawater withdrawal. Operation of the proposed sea water withdrawal device would not be expected to pose a risk to manatees and dolphins as it would be designed to avoid entrapment or entrainment of these marine mammals (USFWS 2013a). Standard Manatee Conditions for In-Water Work (USFWS 2011) will be implemented to avoid impacts to manatees during construction. It is

anticipated that implementation of these conservation measures would reduce any potential effects to manatees and dolphins from the proposed project to only short term minor impacts

Gulf Sturgeon and Gulf Sturgeon Critical Habitat

The gulf sturgeon uses Pensacola Bay as a migratory corridor from breeding grounds to winter foraging grounds. Minor, short-term disturbances may occur as a result of in-water work associated with the construction of the hatchery, ponds, and marsh. Construction of the intake would temporarily increase noise disturbance due to the presence of boats and construction equipment. An occlusion device at the water intake would be installed and would be designed to prevent harm to gulf sturgeon and prevent pump malfunction or damage. Disturbances to the water column from in-water work would temporarily affect certain gulf sturgeon critical habitat PCEs due to turbidity, dispersal of potential prey, and substrate disturbance. These would be limited to the area immediately surrounding the work area and would occur only during construction. Therefore, impacts to gulf sturgeon critical habitat would be short term and minor.

Essential Fish Habitat

An EFH assessment will be coordinated with the NMFS Habitat Conservation Division. If necessary, species specific measures would be recommended by NMFS and would be incorporated into the project construction plan. The project would not result in adverse, direct impacts to emergent wetlands, existing oyster reefs, or Submerged Aquatic Vegetation (SAV). Most motile fauna such as crab, shrimp, and finfish will likely avoid the area of potential effect during the construction process. Following construction, there is expected to be increased habitat utilization of the breakwaters and near-shore environment by these species and a beneficial, long-term impact is anticipated. The project may result in minor, adverse short term impacts to benthic organisms and temporarily affect habitat utilization by individuals considered under EFH fishery management plans.

Minor and temporally limited impacts to EFH components are expected to soft bottom substrates, since the Fish Hatchery project will be constructed primarily on land. Construction of the intake for seawater withdrawal may lead to minimal adverse physical impacts and habitat conversion of EFH on a limited scale. The hatchery development would likely improve water quality returning to Pensacola Bay relative to current conditions, thereby benefiting EFH. The combination of a very limited potential adverse impact caused by pier construction and the beneficial impacts of stormwater management and treatment, the proposed project is not likely to adversely affect EFH in the project area.

State-Listed Birds, MBTA and BGEPA

Migratory birds are protected under the MBTA. If restoration activities occur during the nesting season (March 1 to August 1), nesting songbirds, wading birds, and marsh birds could be disturbed by noise generated by construction activities. In such circumstances, FWC nesting shorebird avoidance measures will be followed. These measures generally call for surveys within 300 feet and an avoidance buffer of 300 feet for nesting birds.

In recent years, the bald eagle has been removed from the endangered species list under ESA, though it is still protected under the BGEPA. In Florida, FWC protects the bald eagle pursuant to 68A-16, Fla.

Admin. Code, and conservation measures to protect active nest sites during the nesting season must be considered to reduce potential disturbances of certain project activities. The closest known bald eagle nest is approximately 5 miles from the project site. Based on the distance from proposed project activities, nesting of the known bald eagles would not be impacted. Consultation with FWC concerning the proposed project and anticipated construction schedule relative to known bald eagle nest sites in the project vicinity and the nesting season in Florida (October 1 to May 15) would be required prior to commencement of project activities. To minimize potential for impacts to nesting bald eagles, the consultation protection measures may include: 1) addressing prescribed nest tree protection zones and 2) preparation of a bald eagle nest protection plan (including nesting behavior disturbance monitoring). Bald eagles have been known to tolerate certain potential disturbances in their breeding territories. Should these conservation measures be implemented for active nest sites adjacent to activities in the project area, potential impacts to the bald eagle would be short term and minor.

Section 7 and Essential Fish Habitat Consultations

Section 7 ESA consultations with the USFWS and NMFS will be initiated for the proposed project. An EFH consultation under the Magnuson-Stevens Fishery Conservation and Management Act also would be completed to address any situations where proposed project activities may affect EFH. The project would incorporate any additional conservation recommendations provided by the USFWS and NMFS during the consultation to avoid, minimize, mitigate, or otherwise offset the impacts of the proposed project on listed species or EFH.

12.20.6.7 Human Uses and Socioeconomics

12.20.6.7.1 Socioeconomics and Environmental Justice

Affected Resources

The hatchery would be developed in an urban industrial area within the city of Pensacola, Florida. The proposed hatchery project site is currently undeveloped and does not support any economic activity or human use. The area surrounding the site is industrial. No residential areas that might contain low-income or minority communities are present.

Florida is America's most popular sport fishing destination, contributing \$5 billion annually to the state's economy (FMFEI 2013). The closures of beaches and fishing access points following the oil spill resulted in declining revenues from license and tackle sales and tourism associated with recreational fishing. Revenue from commercial fishing also declined following the Spill. According to USFWS's Wildlife & Sport Fish Restoration Program estimates, in 2006 the recreational saltwater fisheries industry in Florida supported an estimated 54,000 jobs with an overall economic impact estimated at \$5.7 billion.

Table 12-37 provides a summary of population data and characteristics of the population of Escambia County and compares it to those same measures for the population of the state as a whole.

Table 12-37. Population characteristics for Escambia County and the State of Florida.

PEOPLE QUICKFACTS	ESCAMBIA COUNTY	FLORIDA
Population, 2012 estimate	302,715	19,317,568
Persons under 5 years, percent, 2012	6.20%	5.50%
Persons under 18 years, percent, 2012	21.10%	20.70%
Persons 65 years and over, percent, 2012	15.20%	18.20%
Female persons, percent, 2012	50.50%	51.10%
White alone, percent, 2012 (a)	70.10%	78.30%
Black or African American alone, percent, 2012 (a)	22.90%	16.60%
American Indian and Alaska Native alone, percent, 2012 (a)	0.90%	0.50%
Asian alone, percent, 2012 (a)	2.90%	2.70%
Native Hawaiian and Other Pacific Islander alone, percent, 2012 (a)	0.20%	0.10%
Two or more races, percent, 2012	3.00%	1.90%
Hispanic or Latino, percent, 2012 (b)	5.10%	23.20%
White alone, not Hispanic or Latino, percent, 2012	66.00%	57.00%
Homeownership rate, 2007–2011	67.30%	69.00%
Median household income, 2007–2011	\$43,707	\$47,827
Persons below poverty level, percent, 2007–2011	16.90%	14.70%
Manufacturer's shipments, 2007 (\$1,000)	2,117,030	104,832,907
Merchant wholesaler sales, 2007 (\$1,000)	1,838,916	221,641,518

Source: U.S. Census Bureau State & County QuickFacts (U.S. Census Bureau 2013)

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

Environmental justice refers to the fair and equitable treatment of individuals regardless of race, ethnicity, or income level, in the development and implementation of environmental management policies and actions. In February 1994, President Clinton issued Executive Order 12898, Federal Actions to Address Environmental Justice in Minority and Low Income Populations. The objective of this executive order is to require each federal agency to "make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low income populations."

Environmental Consequences

The hatchery project would have no negative impacts on the socioeconomic status of the city and Escambia County. The proposed project would not adversely affect any low-income or minority populations.

The proposed project would create approximately 1,912 worker days of employment during construction (Table 12-34). Engineering and design work could employ 20 to 30 federal and state employees and consultants for up to 2 years. The construction crew could consist of 20 to 30 people who would be employed for a period of 9 to 18 months. Maintenance activities may employ up to 10 people for less than 6 months. Minor, short-term, beneficial effects would occur from increased employment during project construction.

Minor, beneficial economic effects would accrue to local restaurants and hospitality providers. Operation of the hatchery would result in the hiring of 9 to 15 additional FWC staff. Additional benefits to the local economy would occur from the purchase of local goods and services through the estimated \$1 million envisioned for supporting the facility's annual operations and maintenance budget. Local businesses would benefit from 9 to 15 additional employees and an unknown number of hatchery visitors as potential customers.

Operation of the hatchery would produce nearly 5 million juvenile fish for release in the bay. These fish would contribute to restoring a vibrant saltwater fishery to support expanded fishing interests. The resulting increase in license and tackle sales and tourism dollars would have a long-term, moderate, beneficial effect on the local and statewide economy.

The project would not create a benefit for any specific group or individual, but rather would produce benefits realized by the local community and visitors. There are no indications that the public improvements would be contrary to the goals of Executive Order 12898 or would create disproportionate, adverse human health or environmental impacts on minority or low-income populations of the surrounding community. Therefore no environmental justice issues would be anticipated in the short term or long term.

12.20.6.7.2 Cultural Resources

Affected Resources

A review of the Florida Master Site files indicates that there are at least 14 previously recorded archaeological sites or historic standing structures located within 1 mile of the project area. These include prehistoric and historic-era sites as well as at least three shipwrecks/ballast dumps in the water surrounding the project area. Sites 8ES1963 (a nineteenth to twentieth century scatter) and 8ES2384 (a Spanish-era fort) are located in the immediate vicinity of the project area. Site 8ES1963 has no determination of eligibility for the National Register of Historic Places (NRHP); site 8ES2384 was recommended as potentially eligible for listing on the NRHP.

In addition, a beach and associated bathhouse were formally located on the site and used by African Americans during segregation in the first part of the 20th century. No existing infrastructure associated with this use remains on the site, however, the project proponents have had extensive discussion with community leaders and plan to develop educational signage documenting this historical use.

Environmental Consequences

Based on the presence of numerous cultural resources in both upland and offshore contexts immediately adjacent to the project area, it is likely that additional resources would be encountered in the project area.

A complete review of this project under Section 106 of the NHPA would be as environmental review continues. This project would be implemented in accordance with all applicable laws and regulations concerning the protection of cultural and historic resources.

12.20.6.7.3 Infrastructure

Affected Resources

The proposed hatchery site is currently a vacant lot zoned for commercial use within the city of Pensacola. The site is surrounded by commercial and industrial facilities. There are no active utility connections present.

Environmental Consequences

Site development would require utility connections. Permits would be obtained and all associated use conditions would be adhered to. Utility connections are consistent with the nature of the surrounding area and would not be expected to pose service problems for the relevant utilities (e.g., electricity, wastewater, refuse). Specifically, the low volume of biological waste (i.e., fish feces, undigested food) that would be generated from the hatchery operations would be disposed of through a permitted wastewater service provided by Emerald Coast Utilities Authority. As a result, no adverse impact to infrastructure would be expected from the development of the hatchery.

12.20.6.7.4 Land and Marine Management

Affected Resources

The proposed hatchery project site is a vacant lot in an urban, industrial area zoned for commercial use in the city of Pensacola. The surrounding properties support industrial and commercial buildings.

Environmental Consequences

The hatchery project would not adversely affect land and marine management in the short or long term and is consistent with existing land use and regional resource management plans. Development of the hatchery would be consistent with the FWC's existing marine fishery support goals as expressed in the FMFEI and the development of an operation supporting economic activity based on the commercial zoning of the lot.

Pursuant to the Coastal Zone Management Act of 1972, federal activities must be consistent to the maximum extent practicable with the federally-approved coastal management programs for states where the activities would affect a coastal use or resource. Federal Trustees are submitting consistency determinations for state review coincident with public review of this document.

12.20.6.7.5 Aesthetics and Visual Resources

Affected Resources

The proposed site is currently a vacant lot in a developed urban area that is filled with debris. Small patches of trees provide some aesthetic value. The lot is located on Main Street and is visible to local motorists. One commercial establishment, Nick's Boathouse, has outdoor seating, some of which may be oriented toward the project site. However, most of the tables are situated to provide customers with a view of the bay.

Environmental Consequences

Development of the hatchery would have a minor, short-term impact on aesthetics and visual resources during construction when equipment and activity may be seen by passing motorists. A minor, long-term reduction in visual and aesthetic resources is likely for motorists or customers at Nick's Boathouse with the construction of the hatchery building. However, given the industrial atmosphere surrounding the site, it is unlikely that the aesthetic resources of motorists passing by on Main Street would be affected by the hatchery building. A minor, long-term improvement of visual resources would occur as a result of the removal of the debris currently on-site and the development of additional ponds and wetlands.

12.20.6.7.6 Tourism and Recreational Use

Affected Resources

The site does not currently support any official tourism or recreational use. The adjacent mitigation wetlands may provide bird-watching opportunities.

Environmental Consequences

The development of the hatchery would not negatively affect tourism and recreational use in the area. Some minor long-term benefit would occur through visitation to the facility. In the long term, the ultimate goal of the hatchery project is to release fish that would support recreational fishing activity in Florida. Should the hatchery be successful in supplementing saltwater fish populations, the result would be a long-term, beneficial impact to tourism by anglers who are attracted to Florida by the fishing opportunities.

FWC does not include an evaluation of how the development of the hatchery and subsequent release of hatchery fish affects recreational angling in the state as part of their monitoring program. Anecdotal evidence from the Tampa Bay fishery, which receives fish from SERF's operations, suggests recreational anglers are aware of hatchery releases and may target their recreation to receiving waters. If the hatchery operations result in maintaining or increasing fish stocks, recreational fishing would receive a minor, long-term benefit.

12.20.6.7.7 Public Health and Safety and Shoreline Protection

Affected Resources

The site is on vacant land in a developed urban and industrial area of Pensacola, Florida. The shoreline in this section of the bay has been extensively modified by past human activity, including armoring, to protect local habitat restoration. The project would be separated from the current shoreline by existing wetland mitigation areas and future stormwater and filtration ponds.

Environmental Consequences

Project development would require use of mechanical equipment that uses oil, lubricants, and fuels. The contractor would be required to take appropriate actions to prevent, minimize, and control the spill of construction-related hazardous materials such as vehicle fuels, oil, hydraulic fluid, and other vehicle maintenance fluids and to avoid releases and spills. If a release should occur, such releases would be

contained and cleaned up promptly in accordance with all applicable regulations. As a result, no impacts associated with construction-related hazardous materials would be anticipated.

The hatchery would not affect public health as long as relevant waste disposal guidelines and regulations are followed. The hatchery would be built in an upland area away from the shoreline and would not require any modifications to the shoreline. It is not clear exactly what the debris currently on the site consists of, but the presence of metals, railway timbers, and concrete could pose a health risk to the local public. Removal of this debris would have a minor, short-term beneficial effect on public health and safety. No short- or long-term negative impacts to public health and safety or shoreline protection would be expected.

12.20.7 Summary and Next Steps

Per the Purpose and Need of the Draft Phase III ERP/PEIS, four alternatives are considered, including a no action (Alternative 1), selection of project types emphasizing habitat and living coastal and marine resources (Alternative 2), project types emphasizing recreational opportunities (Alternative 3), or a combination of both habitat and living coastal and marine resources and recreational opportunities (Alternative 4). As proposed, the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project implements restoration techniques within Alternatives 3 and 4.

The proposed Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project would involve constructing and operating a saltwater sportfish hatchery in Pensacola, Florida. The project is consistent with Alternative 3 (Contribute to Providing and Enhancing Recreational Opportunities) and Alternative 4 (Preferred Alternative).

Draft NEPA analysis of the environmental consequences suggests that while minor adverse impacts may occur to some resource categories, no moderate to major adverse impacts are anticipated to result. The project would enhance and/or increase the public's use and/or enjoyment of the natural resources by producing and releasing highly sought-after sportfish species such as red snapper, red drum, and spotted seatrout. The Trustees have started coordination and reviews under the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act, the Historic Preservation Act, the Marine Mammal Protection Act, the Bald and Golden Eagle Protection Act, Coastal Zone Management Act, and other federal statutes. The Trustees will consider public comment and information relevant to environmental concerns bearing on the proposed actions or their impacts. Final determination on this project will be included in the final Phase III ERP/PEIS and Record of Decision.

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AGREEMENT TO TERMINATE AMENDED LEASE AGREEMENT

This Agreement to Terminate Amended Lease Agreement is entered into this ____ day of _____, 2018, (but effective as of June ____, 2018) by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida ("Lessor") and Fish and Wildlife Conservation Commission, an agency of the State of Florida ("Commission"), (each a "Party" and together, the "Parties").

RECITAL:

1. City and Commission entered into a lease agreement on May 12, 2014, a copy of which is set forth in Attachment "A" hereto entitled "Lease Agreement" which by this reference is incorporated into and made a part of Amended Lease Agreement.

2. City and Commission amended said Lease Agreement by entering into an Amended Lease Agreement on June 14, 2018 which replaced Section 12 of Lease Agreement with a new Section 12 entitled "Termination and Surrender of Premises" which reads "This Lease Agreement may be terminated by written agreement to terminate signed and duly executed by each Party and shall become effective immediately on the date both Parties have signed it. Commission shall immediately surrender the Premises to City on such date of termination."

3. City and Commission now desire to terminate the Amended Lease Agreement in accordance with Section 12 "Termination and Surrender of Premises" of said Amended Lease Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements of the parties hereinafter set forth, it is hereby agreed in writing by the Parties to terminate the Amended Lease Agreement in accordance with Section 12 "Termination and Surrender of Premises," of the Amended Lease Agreement and that the Amended Lease Agreement shall be and the same is hereby terminated as follows:

I. City and Commission agree to terminate the Amended Lease Agreement to be effective immediately on the date both Parties have signed this Agreement to Terminate Amended Lease Agreement.

II. Commission agrees to immediately surrender the Premises to the City on the termination date of the Amended Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Terminate the Amended Lease Agreement to be executed by their respective officials thereunto duly authorized, this the day and year above written.

CITY OF PENSACOLA, FLORIDA
A Municipal Corporation of the State of Florida

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

Ericka L. Burnett, City Clerk

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Agreement to Terminate Amended Lease Agreement was acknowledged before me this ____ day of June, 2018, by Ashton J. Hayward, III, Mayor, of the City of Pensacola, a municipal corporation of the State of Florida, for and on behalf of the City of Pensacola, who is personally known to me.

Notary Public
State of Florida at Large

My commission expires:

Approved as to Form and Execution:

Lysia H. Bowling, City Attorney

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

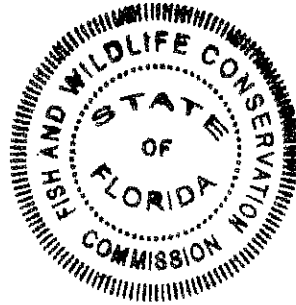
By: Thomas H. Eason

Print Name: THOMAS H. EASON

Title: Asst. Deputy Director

ATTEST:

Kristen Guthrie

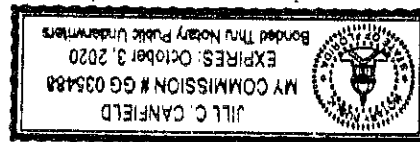


STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of June, 2018, by Thomas H. Eason for and on behalf of the Florida Fish and Wildlife Conservation Commission, who is personally known to me.

Jill C. Canfield
Notary Public
State of Florida at Large

My commission expires:



Approved as to Form and Legality:

William P. Phipps
Commission Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

HOLD HARMLESS. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Commission and agrees to be fully liable for any damages proximately caused by said acts or omissions. The Commission, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Commission and nothing herein shall be construed as consent by the City or the Commission to be sued by third parties in any matter arising out of this Lease.

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank — signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca McEllan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan [Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

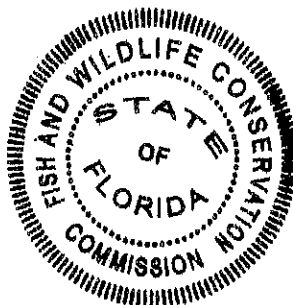
[Signature]
Print Name: Harvie Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS



Chris Jones
Escambia County Property Appraiser

[ECPA Home](#)
[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
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 ☒ Account
 ☐ Reference

[Printer Friendly Version](#)

General Information

Reference: 000S009070014044
Account: 152190000
Owners: PENSACOLA CITY OF
Mall: PO BOX 12910
 PENSACOLA, FL 32521
Situs:
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

2013 Certified Roll Assessment

Improvements: \$0
Land: \$6,959,474
Total: \$6,959,474
Save Our Homes: \$0

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/15/2008	6417	1666	\$100	QC	View Instr
01/1974	829	382	\$15,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2013 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19
ARPEMENT AND ALL BLKS 61 TO 69 86 87 108 109
127 131 248 WATERFRONT...

Extra Features

None

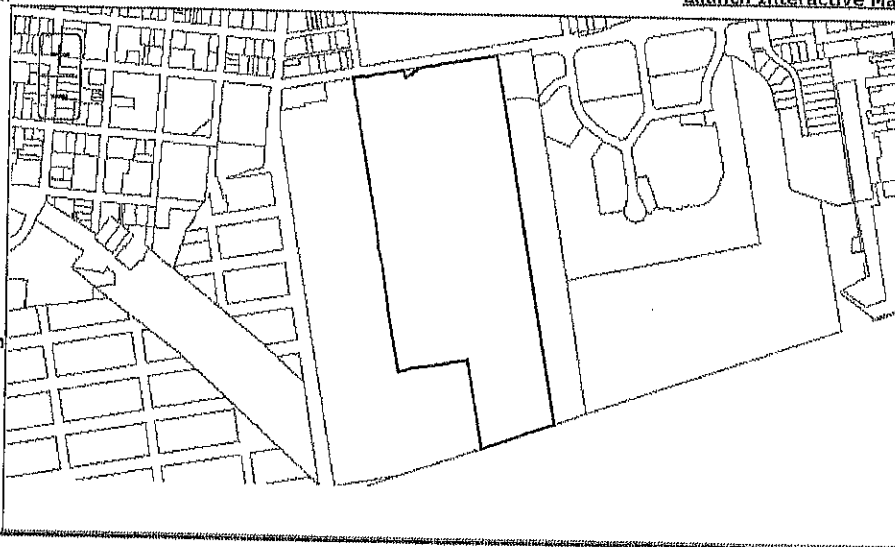
Parcel Information

Section Map Id:
 CA098

Approx. Acreage:
 44.5500

Zoned:
 M-1
 WRD

Evacuation & Flood Information
[Open Report](#)


[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: 04/18/2014 (tc.2114)

12.19 Florida Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center: Project Description

12.19.1 Project Summary

The proposed Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project would involve constructing and operating a saltwater sportfish hatchery in Pensacola, Florida. This project would enhance recreational fishing opportunities. The total estimated cost for this project is \$18,793,500.

12.19.2 Background and Project Description

The Trustees propose to construct and operate a saltwater sportfish hatchery in Pensacola (Escambia County), Florida (see Figure 12-35 for a conceptual design, Figure 12-36 for facility location). The objective of the proposed Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project is to enhance and/or increase the public's use and/or enjoyment of the natural resources by producing and releasing highly sought-after sportfish species such as red snapper, red drum, and spotted seatrout. The restoration work proposed includes the construction and operation of a saltwater hatchery. Hatchery production (with a potential for up to 5,000,000 fish released annually) will be based on the use of intensive (i.e., indoor, tank-based) recirculating aquaculture systems that reduce water usage and effluent discharge (i.e., most of the water is re-used). Effluent will flow through a small constructed filtration marsh composed of native coastal wetland plant species to recycle nutrients from the aquaculture facility as plant biomass which can be used to support ongoing regional coastal habitat restoration efforts.

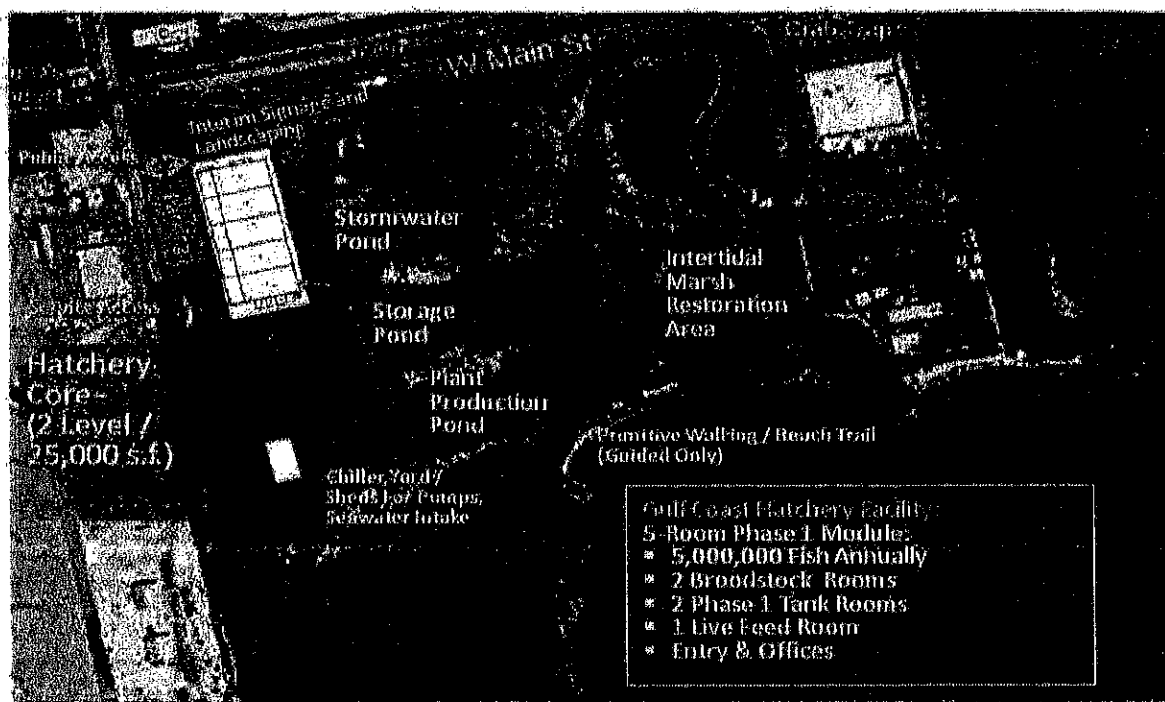


Figure 12-35. Conceptual design for the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center Project.



Figure 12-36. Location for the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center Project.

12.19.3 Evaluation Criteria

This proposed project meets the evaluation criteria for the Framework Agreement and OPA. As a result of the Deepwater Horizon oil spill and related response actions, the public's access to and enjoyment of their natural resources along Florida's Panhandle was denied or severely restricted. The project would enhance and/or increase the public's use and/or enjoyment of natural resources, helping to offset adverse impacts to such uses caused by the Spill and related response activities. Thus, the nexus to resources injured by the Spill is clear. See 15 C.F.R. § 990.54(a)(2); and Sections 6a-6c of the Framework Agreement.

The project is technically feasible and utilizes proven techniques with established methods and documented results. The State of Florida has constructed a similar style hatchery on a smaller scale and has been operating it successfully for multiple decades. For these reasons, the project has a high likelihood of success. See 15 C.F.R. § 990.54(a)(3); and Section 6e of the Framework Agreement. Furthermore, the cost estimates are based on the similar past project and therefore the project can be

conducted at a reasonable cost. See 15 C.F.R. § 990.54(a)(1); and Section 6e of the Framework Agreement. This proposed project is not anticipated to negatively affect regional ecological restoration and is therefore not in consistent with the long-term restoration needs of the State of Florida. See Section 6d of the Framework Agreement.

Many recreational use projects, including ones similar to this project, have been submitted as restoration projects on the NOAA website (<http://www.gulfspillrestoration.noaa.gov>) and submitted to the State of Florida (<http://www.deepwaterhorizonflorida.com>). In addition to meeting the evaluation criteria for the Framework Agreement and OPA, Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project also meets the State of Florida's additional criteria that Early Restoration projects occur in the 8-county panhandle area that deployed boom and was impacted by response and SCAT activities for the Spill.

12.19.4 Performance Criteria, Monitoring and Maintenance

As part of the project costs, monitoring will be conducted to ensure project plans and designs were correctly implemented. Monitoring has been designed around the project goals and objectives. The project objective is to enhance and/or improve the public's use and/or enjoyment of the natural resources by constructing and operating a saltwater sportfish hatchery. Performance monitoring will evaluate the construction and operation of the hatchery. Specific success criteria include: 1) the completion of the construction as designed and permitted; 2) operation of the hatchery as permitted; and 3) enhanced and/or increased public access provided to natural resources, which will be determined by observation that the hatchery is open and operational.

A detailed project timeline and associated monitoring framework will be developed as the first step in the initial project design phase. Overall project quality control and assurance will be overseen by the Florida Fish and Wildlife Conservation Commission and quarterly progress reports will be prepared to help track the successful implementation, performance, and completion of the various goals and objectives outlined in the scope of work. Existing fisheries monitoring programs will be leveraged to provide information on recreational catch and effort, and abundance of select sportfish species. The project proposal provides for five years of Trustee data collection during which detailed data on fisheries abundance, catch, effort and angler preferences will be collected to define the impact of the project on recreational fishing.

The project proposal also provides for five years of Trustee-operation and maintenance which will provide for regular facility maintenance and repair (electrical, plumbing, physical facility, etc.) as well as periodic maintenance and repair of aquaculture systems (including tanks, filtration systems, and specialized instrumentation). After five years, upkeep and repair of facility buildings as well as maintenance of stormwater and effluent retention ponds, and filtration marsh will be provided by FWC and its governmental, university, or non-profit partners.

12.19.5 Offsets

The Trustees and BP negotiated a BCR of 2.0 for the proposed recreational use project. NRD Offsets are \$37,587,000 expressed in present value 2013 dollars to be applied against the monetized value of lost

recreational use provided by natural resources injured in Florida, which will be determined by the Trustees' assessment of lost recreational use for the Oil Spill. Please see Chapter 7 of this document (Section 7.2.2) for a description of the methodology used to develop monetized Offsets.²⁰

12.19.6 Cost

The total estimated cost to implement this project is \$18,793,500. This cost reflects current cost estimates developed from the most current information available to the Trustees at the time of the project negotiation. The cost includes provisions for planning, engineering and design, construction, monitoring, and contingencies.

²⁰ For the purposes of applying the NRD Offsets to the calculation of injury after the Trustees' assessment of lost recreational use for the Spill, the Trustees and BP agree as follows:

- The Trustees agree to restate the NRD Offsets in the present value year used in the Trustees' assessment of lost recreational use for the Spill.
- The discount rate and method used to restate the present value of the NRD Offsets will be the same as that used to express the present value of the damages.

12.20 Florida Fish Hatchery: Environmental Review

12.20.1 Introduction and Background

In April 2011, the Natural Resource Trustees (Trustees) and BP Exploration and Production, Inc. (BP) entered into the Framework Agreement for Early Restoration Addressing Injuries Resulting from the *Deepwater Horizon* Oil Spill (Framework Agreement). Under the Framework Agreement, BP agreed to make \$1 billion available for Early Restoration project implementation. The Trustees' key objective in pursuing Early Restoration is to achieve tangible recovery of natural resources and natural resource services for the public's benefit while the longer-term injury and damage assessment is underway. The Framework Agreement is intended to expedite the start of restoration in the Gulf of Mexico in advance of the completion of the injury assessment process. Early restoration is not intended to, and does not, fully address all injuries caused by the Spill. Restoration beyond Early Restoration projects would be required to fully compensate the public for natural resource losses from the Spill.

Pursuant to the process articulated in the Framework Agreement, after public review of a draft, the Trustees released a Phase I Early Restoration Plan (ERP) in April 2012. In December 2012, after public review of a draft, the Trustees released a Phase II ERP. On May 6, 2013, the National Oceanic and Atmospheric Administration (NOAA) issued a public notice in the *Federal Register* on behalf of the Trustees, announcing the development of additional future Early Restoration projects for a Draft Phase III ERP (ERP). Construction of the Gulf Coast Marine Fisheries Hatchery and Enhancement Center (the hatchery) in Pensacola Bay was submitted as an Early Restoration project on the NOAA website (<http://www.gulfspillrestoration.noaa.gov>) and submitted to the state of Florida.

The Florida Fish and Wildlife Conservation Commission (FWC) is proposing to construct a saltwater sport fish hatchery in Pensacola (Escambia County), Florida, to supplement the Port Manatee Stock Enhancement Research Facility (SERF)—the lone State-operated saltwater sportfish hatchery operated in Florida. SERF currently produces juvenile redfish for release statewide. The facility uses mating pairs of redfish, caught in the wild, as brood stock to produce hundreds of thousands of eggs that are incubated until they hatch. The fingerlings are transferred to outdoor ponds or raised in tanks and are tagged and released when they reach the targeted size. Since 1988, six million juvenile redfish have been released, with the majority of them released in Tampa and Biscayne Bays (FWC 2013a). With only one hatchery in the state, it is difficult for the FWC to meet the demand from sport and commercial fishing.

The *Deepwater Horizon* Oil Spill directly affected beaches and estuaries through oil intrusion, which resulted in the closure of state and federal waters for months and had a large impact on Florida's coastal economy.

The proposed hatchery project would fund construction activities to develop a former industrial site into a saltwater sport fish hatchery and support its operation and maintenance activities for a period of 5 years. The proposed hatchery facility would focus on restoring lost recreational fishing use experienced by resident and visiting anglers in Florida. The facility would release up to five million juvenile sportfish

such as red snapper (*Lutjanus campechanus*), red drum (*Sciaenops ocellatus*), and spotted sea trout (*Cynoscion nebulosus*) annually into state waters in the Gulf of Mexico.

This hatchery project would be consistent with FWC's efforts over the past 25 years to develop a statewide series of marine hatcheries to enhance fishing and promote marine conservation. The FWC has been actively pursuing this goal since development of SERF in Manatee County as a response, in part, to the declines in the harvest of popular sport fish species, particularly red drum, earlier in the 1980s. This commitment to incorporating marine hatcheries into FWC's fishery management activities was further recognized in 2006 with the implementation of the Florida Marine Fisheries Enhancement Initiative, or FMFEI (FWC 2013a).

The proposed hatchery would draw on lessons the FWC has learned in the 25 years of operation of SERF, and incorporate the latest technological advances in fish culture. The state-of-the-art facility would be designed to incorporate intensive aquaculture techniques and approaches, including the use of an indoor-tank-based rearing system where approximately 80% of the initial saltwater withdrawals from Pensacola Bay would be reused. In addition, the water that is eventually discharged from the facility would go through a treatment process that focuses on the recycling of nutrients. Effluent from the facility would flow through a small filtration marsh composed of native coastal wetland plant species (to be built as part of the hatchery project); the nutrients would provide fertilizer to support an adjoining nursery. Plants produced at the nursery and in the wetland would be used to support ongoing regional coastal habitat restoration efforts.

Developing the hatchery would help satisfy FMFEI's objectives of increasing recreational fishing opportunities and promoting marine conservation, while providing an economic boost to the Pensacola economy.

This proposed project meets the evaluation criteria of the Framework Agreement and the Oil Pollution Act (OPA). As a result of the *Deepwater Horizon* Oil Spill and related response actions, the public's access to and enjoyment of natural resources along Florida's panhandle was denied or severely restricted. The project would enhance and/or increase the public's use and enjoyment of natural resources, helping to offset adverse impacts to such uses caused by the Spill and related response activities.

12.20.2 Project Location

The proposed hatchery project area is located on 10 acres in Escambia County at the southeast corner of Main Street and Clubbs Street in Pensacola, Florida (Figure 12-37 and Figure 12-38). The hatchery facilities and ponds will be constructed on the upland portion of the site. According to the Wetland Sciences, Inc. report (2013), there are three areas immediately adjacent and within the subject property that have been developed as wetland mitigation areas: the Bruce Beach marsh immediately to the south, the City of Pensacola Southern Bulkhead Mitigation Area immediately to the east, and the Community Maritime Park (CMP) wetland mitigation area immediately south of the Bruce Beach marsh (Figure 12-40). Finally, a bulk petroleum storage facility (Transmontaigne Product Services., FDEP Facility ID No. 178508201) is located immediately west of the proposed project site (Figure 12-39).

Records indicate the Bruce Beach marsh was planted in 1991 by the Florida Department of Environmental Protection's Ecosystem Restoration Section. This mitigation area was formed by the construction of an L-shaped breakwater and infill of submerged lands of Pensacola Bay. Originally, smooth cordgrass (*Spartina alterniflora*) was established on one-meter centers throughout the entire created area. Hydrology within the site was established through tidal ebb and flow whose influences are manifested by a gap in the constructed breakwater which effectively connected the mitigation site to Pensacola Bay (Wetland Sciences, Inc. 2013).

The Southern Bulkhead Mitigation Area site was designed to compensate for wetland losses incurred with the construction of the southern bulkhead along the waterfront of what is now the Community Maritime Park. This mitigation site was once a channelized canal formerly used to discharge treated effluent from a now decommissioned wastewater treatment plant. The mitigation site is comprised of a meandering tidal channel and low/high marsh areas planted with smooth cordgrass and marsh hay (*Spartina patens*) (Wetland Sciences, Inc. 2013).

The Community Maritime Park (CMP) wetland mitigation area was established in 2012 to compensate for loss of wetland functions that were eliminated by the construction of the Pensacola Community Maritime Park. The wetland mitigation plan included the creation of a salt marsh consisting of 0.86 acres of oyster reef habitat/breakwaters, 1.96 acres of planted salt marsh, and 1.72 acres of tidal creeks and pools which serve as a waterward extension of the existing Bruce Beach mitigation area. The mitigation plan also included modifications to the existing Bruce Beach Mitigation Area. These modifications included the re-grading of adjacent uplands to intertidal elevations for additional marsh creation and opening the southern end of the site to enhance tidal exchange between Bruce Beach and the CMP mitigation areas. This mitigation site is protected via a conservation easement recorded in OR Book 6417 Pages 1666- 1680 in the official records of Escambia County (Figure 12-40) (Wetland Sciences, Inc. 2013).

These three mitigation areas will not be affected by the construction activities and should benefit from the improved quality of the water returned to the bay through the hatchery's treatment processes relative to the uncontrolled nature of the current surface water runoff from the site.

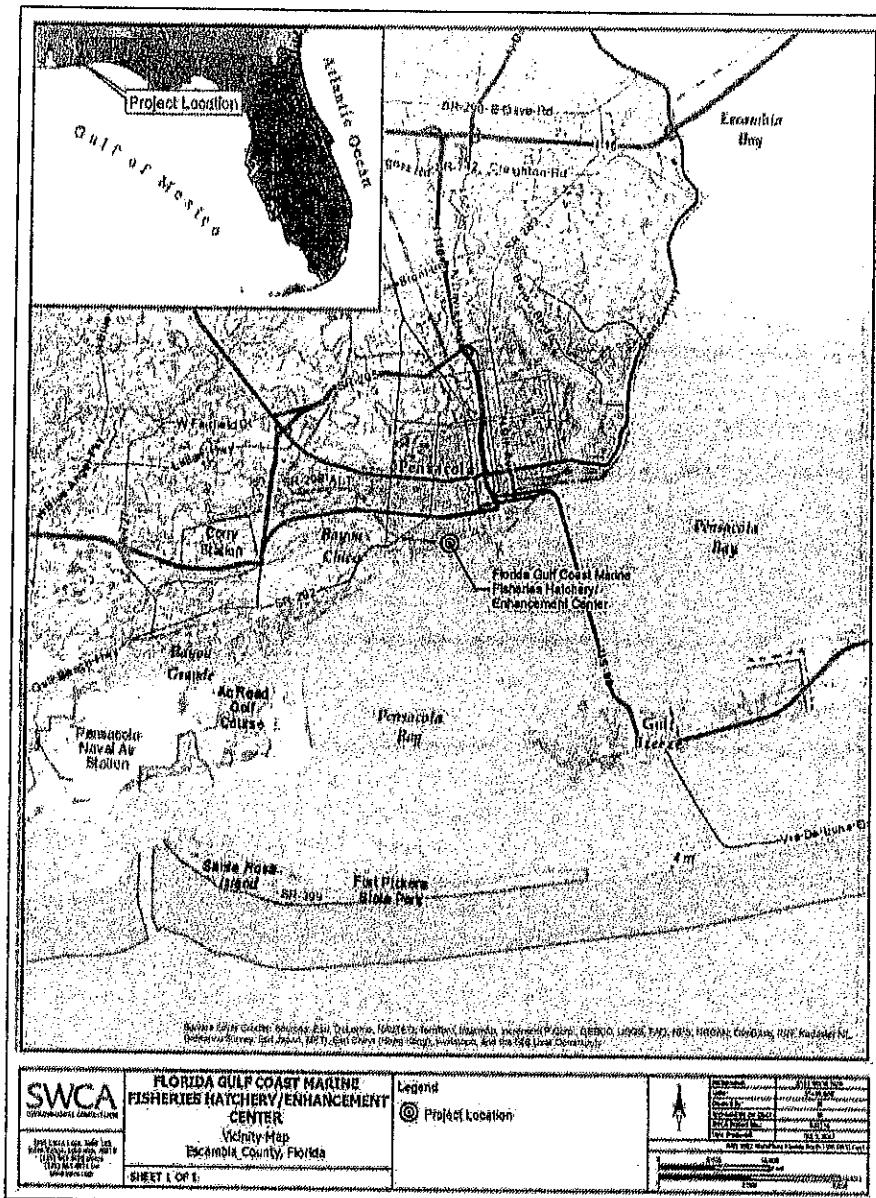


Figure 12-37. Vicinity map of the proposed hatchery project in Pensacola, Florida.

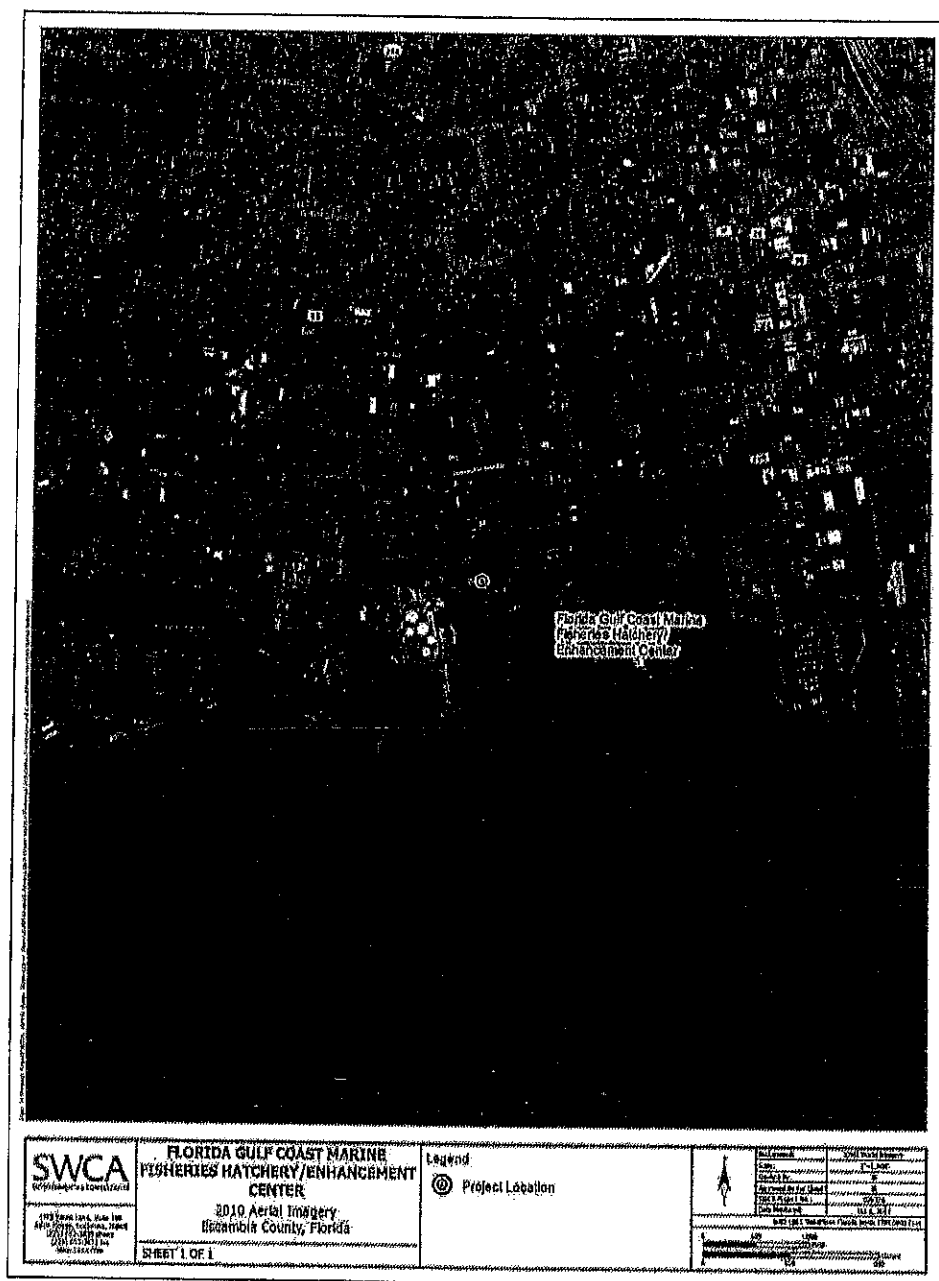


Figure 12-38. Aerial map of proposed hatchery project in Pensacola, Florida.

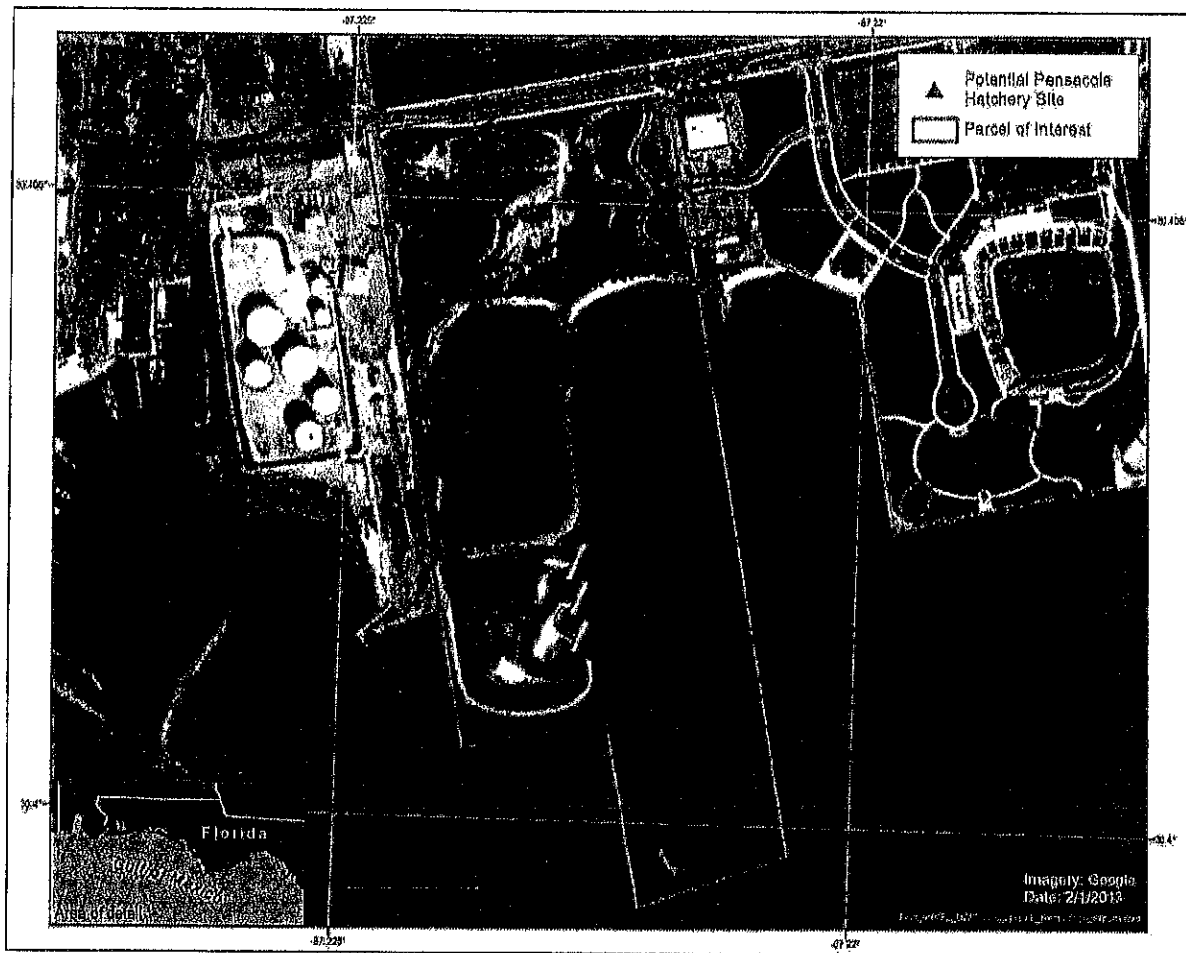


Figure 12-39. Approximate boundary of the proposed hatchery project location in Pensacola, Florida.

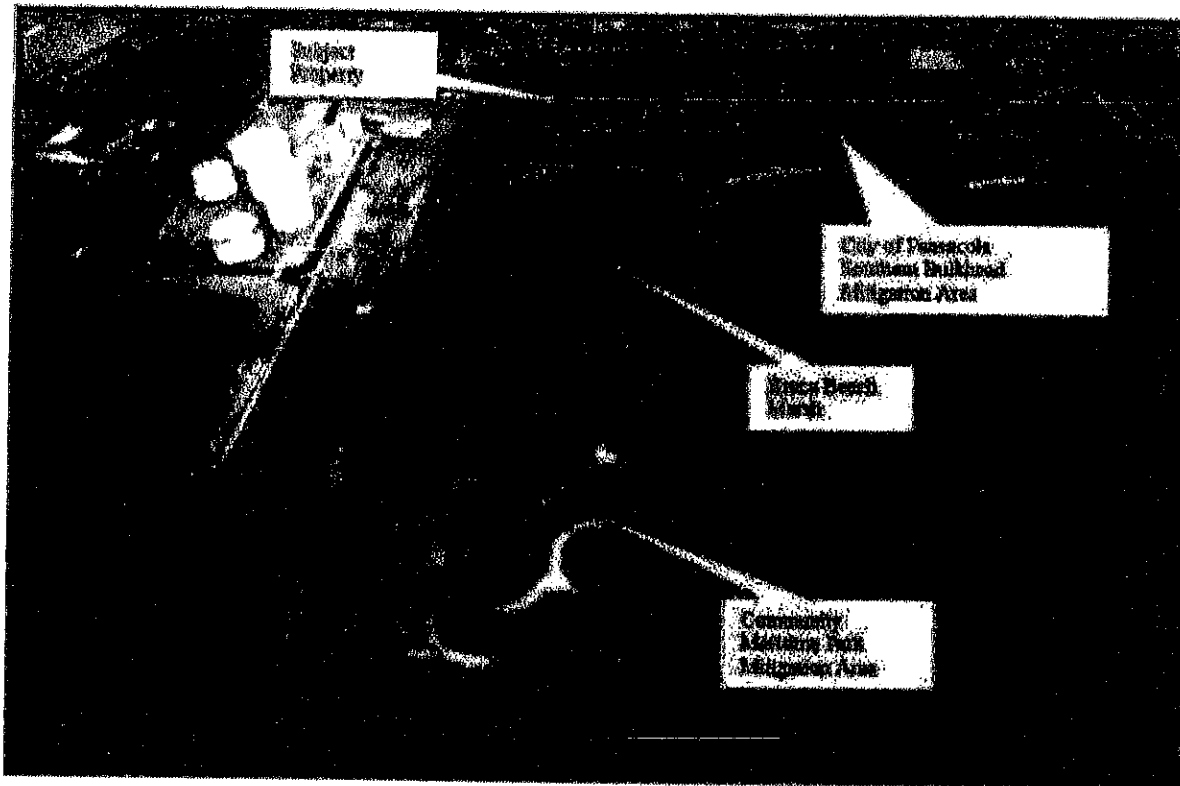


Figure 12-40. Wetland mitigation areas near the proposed hatchery project in Pensacola, Florida.

12.20.3 Construction and Installation

Figure 12-41 provides a conceptual rendering of the proposed hatchery.

Critical indoor project elements identified in Figure 12-41 include:

- Five-Room, Phase 1 Module Building (illustrated in white, adjacent to parking area):
 - **Entrance and offices:** A portion of the main facility building would contain offices for the staff. An entrance located adjacent to the parking lot would be developed for access by staff and visitors. A separate service entrance would be developed for the delivery of hatchery and administrative supplies.
 - **Brood stock rooms (2):** There would be two rooms where adult fish would be held in 115,000-gallon tanks for spawning. These broodstock fish would produce the fertilized eggs that the hatchery would then grow in the phase I tank rooms (see below) until they are large enough for release.
 - **Phase 1 tank rooms (2):** There would be two rooms where hatchery-raised fish would complete their grow-out to the Phase 1 size of approximately 1.25 inches in length, at which point they would be ready for release. The Phase 1 tanks would be 95,000-gallon capacity.

Live feed room (1): This room would contain smaller tanks that would grow the food necessary to feed the cultured sport fish. Depending on the species, this could include various species of phytoplankton and zooplankton.

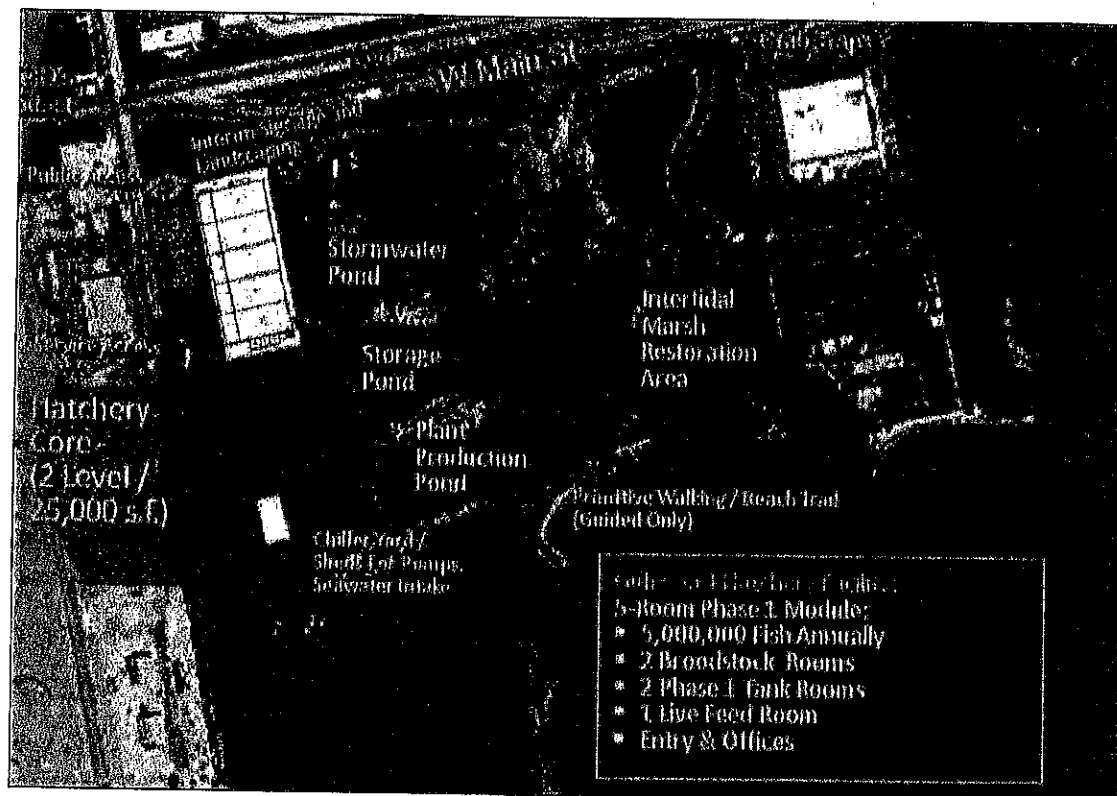


Figure 12-41. Conceptual rendering of the proposed hatchery project in Pensacola, Florida.

Critical outdoor project elements identified in Figure 12-41 include:

- **Stormwater pond:** A stormwater retention pond would be developed to capture rain water flowing from impervious surfaces on and near the site during storm events. This pond would be used to settle solids and allow for some groundwater recharge. Pond discharge would be integrated into the surface waters being directly returned to Pensacola Bay from the site. The exact size of the pond and conditions and mechanisms of the return flow to Pensacola Bay (e.g., size of pond related to the amount of impervious surface in the final design) would be defined in the final engineering plans.
- **Storage pond:** A lined storage pond up to 1 acre in size would be used to store hatchery fish production effluent. Effluent would be diverted to the pond after initially filtering out solids inside the facility. The pond would allow for additional settling of solids entrained in the hatchery's fish production water, and the liner would facilitate removal of fish waste and other biological material. Water from the storage pond would flow into the plant production pond.
- **Plant production pond/filtration marsh:** This approximately 2-acre pond or marsh would receive discharge from the storage pond and be planted with native wetland species, including

Spartina alterniflora, to uptake nutrients that improve water quality before water would be returned to Pensacola Bay as sheet flow. The wetland plants would be harvested to remove nutrients from the marsh and used to support other coastal restoration projects. To the maximum extent possible, this constructed marsh would be integrated with the existing wetland and marsh mitigation areas that are on and adjacent to the proposed hatchery location.

- **Parking lot:** An on-site lot of approximately 90,000 square feet would be developed to provide parking for hatchery staff and visitors. Access to the lot would be via Clubbs Street, which has minimal traffic and would dead-end at the facility parking lot.

Permitting and construction to complete these hatchery elements would take place over approximately 12 to 18 months. Heavy equipment (e.g., excavators, backhoes, graders) would be needed to clean, excavate, and develop the site. Additional equipment (e.g., lifts, cranes) would be used in the construction of the building and the aquaculture facilities. Assumed equipment use and manpower requirements derived from the conceptual design phase are detailed in Table 12-33.

Table 12-33. Assumed equipment use and worker needs.

EQUIPMENT	NO. USED	NO. OF DAYS USED	NO. OF WORKER DAYS	ASSUMPTIONS
Cranes (pile driving and lifting)	2	180	360	8 hr/day, 5 days/week, 9 months
Front-end loader	2	120	240	8 hr/day, 5 days/week, 6 months
Backhoe	1	60	60	8 hr/day, 5 days/week, 3 months
Triple axle dump trucks	6	75	450	75 trips
Motorgrader	1	20	20	8 hr/day, 5 days/week, 1 month
Bulldozer (D-7)	1	60	60	8 hr/day, 5 days/week, 3 months
Portable pump (dewatering system)	1	56	56	24 hr/day, 7 days/week, 2 months
Tractor trailer (material delivery)	1	104	104	2 trips/week, 12 months (52 weeks)
Concrete trucks	4	128	512	2 trips/week, 4 months (16 weeks)
Generator	2	180	N/A	8 hr/day, 5 days/week, 9 months
Small power tools (saws, drills, nail guns)	26	180	50 skilled/semi-skilled	8 hr/day, 5 days/week, 9 months
Total	-	-	1,912	-

At least 26 small tools (e.g., nail guns, saws, drills) would be needed and would be operated approximately 8 hours per day, 5 days per week, for up to 9 months. A generator would be needed to power the small tools, which would operate for about 8 hours per day, 5 days per week, for up to 9 months. In addition, a pumping station would operate intermittently during the final phases of constructing the facility, and once the facility is running would be operating 24 hours a day for the life of the facility, with the exception of maintenance and other potential shutdowns.

Habitat features associated with the treatment of the hatchery's production waters would be first designed based on a maximum possible production level. Once these features were constructed, remaining funding would be evaluated to adjust the initial scale of the operation according to resource

availability. This process would ensure the hatchery's environmental features would be capable of meeting their treatment demands. Subsequently, the size and characteristics of the stormwater pond would be scaled according to the amount of impervious surface (e.g., facility roof, parking lot) in the final design for the hatchery.

Construction equipment and activities would be managed to ensure sensitive and regulated resources, including existing wetland mitigation areas, would not be disturbed. The hatchery project would be designed with the intent of saving live oaks and pecan trees protected by city preservation ordinances (Wetland Sciences, Inc. 2013). In addition, FWC would collaborate with the FDEP, a co-Trustee in Florida, to ensure the hatchery project would not affect the existing mitigation areas covered by FDEP permits.

Environmental Protection Agency (EPA) permitting requirements for operating a fish hatchery are detailed in 4 C.F.R. 122, in Sections 1(b)(2)(ii), 24, and Appendix C. Hatcheries producing less than 100,000 pounds of warm-water species per year, as would be the case with the proposed facility, are exempt from obtaining a National Pollutants Discharge Elimination System permit. The hatchery project would be required to obtain an Industrial Wastewater Permit from FDEP. An Aquaculture Certification (Section 597.004, Florida Statute [FS]) would also be required from the Florida Department of Agriculture and Consumer Services (FDACS) Division of Aquaculture. Development of the hatchery project would adhere to the FDACS Aquaculture Best Management Practices Rule (Chapter 5L-3, Fla. Admin. Code). Building construction would use standard methods and follow general state and local permitting requirements regarding hours of activity, noise, site maintenance, and disposal of materials (see Hydrology and Water Quality section for more details).

12.20.4 Operations and Maintenance

The proposed hatchery would be operated and maintained by a team of 9 to 15 staff to support the production and release of up to five million marine sport fish (juvenile red snapper, red drum, and spotted sea trout) annually into Florida waters of the Gulf of Mexico. The production of sport fish would be conducted in a manner consistent with the relevant rules and best management practices (BMPs) that have been developed for the release of marine organisms in the state of Florida (FWC 2009a, 2009b, 2009c). These rules and guidance describe conditions under which marine organisms may be collected, as well as considerations to be addressed prior to the release of any marine organisms into the environment (e.g., genetic risk from the release). FDACS regulates aquaculture operations and enforces compliance with relevant regulations. FWC has had a long-term, productive working relationship with FDACS in regard to operations at the current hatchery at Port Manatee, including permitting of effluent discharge according to state aquaculture guidelines. FWC has authority derived from the state constitution to conduct the types of operations associated with the proposed hatchery.

Production of reared fish would take place indoors at the hatchery, rather than in outdoor holding and rearing ponds common to similar facilities. Hatchery fish production would be based on the use of intensive (i.e., indoor, tank-based) recirculating aquaculture systems that reduce water usage and effluent discharge (i.e., most of the water is reused). Effluent would flow through a small constructed filtration marsh composed of native coastal wetland plant species to recycle nutrients from the

aquaculture facility as plant biomass, which can be used to support ongoing regional coastal habitat restoration efforts.

Successful production of fish and hatchery operations would require three general activities:

- Collection of brood stock;
- Rearing of captive spawned sport fish from brood stock eggs; and
- Release of hatchery fish to marine environments.

These steps are further described below.

12.20.4.1 Collection of Brood Stock

Brood stock (adult male and female fish of the targeted species) would be collected from Florida's state waters under existing research and species collection permits held by FWC. Generally, these adult fish would be collected using standard fishing gear (e.g., baited lines, nets). Once collected, the adult fish would be transported to the hatchery and transferred to the brood stock room tanks. Spawning of these fish would be stimulated by adjusting environmental cues (e.g., day length, water temperature) to simulate natural spawning cycles.

12.20.4.2 Rearing of Captive Spawned Sport Fish

Fertilized eggs in the brood stock tank would be buoyant which facilitates collection from the water surface of the tanks. This collection technique has been used successfully for more than 25 years at SERF and would be modified as needed, based on site-specific conditions at the proposed hatchery. The fertilized eggs would be transferred to incubation chambers and maintained until their yolk sacs are absorbed. At that time they would be transferred to phase 1 grow-out tanks.

In the grow-out tanks, the fish would be raised on a diet of live feed, phytoplankton and/or zooplankton, which would be produced on-site in the separate live feed room. Growth of hatchery fish would be monitored and graded by size. Fish would be transferred over time to a series of tanks to minimize cannibalism until they reach the desired size for release. The goal for the phase 1 size is approximately 1.25 inches. When the fish reach this size, they would be collected from the tanks and transported by truck and/or boat to release sites identified by FWC staff. These sites would be located in suitable habitat for juvenile fish such as seagrass beds located throughout the northern Gulf of Mexico.

12.20.4.3 Seawater Management

A critical component of the proposed hatchery is taking in seawater needed for operating the rearing tanks before returning the water to Pensacola Bay. The proposed facility would incorporate intensive aquaculture systems that recirculate the water and minimize withdrawal requirements. The goal would be to reduce the volume of water requiring treatment prior to discharge to Pensacola Bay by reusing 80% of the intake water. Seawater would be supplied to the facility through underground piping from a seawater pump station. A pumping station, preferably land based, would supply power and protect the pump(s). Details of this structure would be addressed in the development of final site plans, but would include an occlusion device at the water intake to prevent harm to or uptake of specific marine organisms. Any proposed structure would comply with relevant city, state, and federal permit

requirements. Seawater would be treated prior to use. The seawater treatment may include disinfection, either through chlorine or ozone, a settling tank to remove suspended solids, mechanical filtration, and a water distribution system (valves and plumbing) to direct water to specific areas of the hatchery.

Water that is not reused would be treated in two phases. The first phase would consist of on-site filtration to remove large solids. The solids would be disposed of by Emerald Coast Utilities Authority. Next, the water would flow to the storage pond to allow the settling of additional solids. The remaining effluent would be transported to the plant production pond or filtration marsh where nutrients would be removed by native plants before the water is returned as sheet flow back to Pensacola Bay.

The marsh or wetland would be designed to distribute water equally to the marsh wetland plants to facilitate uniform growth of plants and nutrient uptake by the plants from the waste stream. Several species would be planted in the marsh at strategic elevations to provide the appropriate water inundation or exposure to the plants. The marsh would serve the additional purpose of supplying wetland plants for restoration projects.

12.20.4.4 Additional Operation Considerations

Additional operational guidelines and programs for the facility would be developed, implemented, and refined over time as needed and based on the FWC's more than 25 years of experience operating the SERF hatchery in Port Manatee. For example, SERF has a power outage protocol that could be reviewed for relevance and then adopted or modified as needed for the proposed hatchery.

12.20.4.5 Maintenance

The project proposal provides for 5 years of Trustee operation and maintenance, which would provide for regular facility maintenance and repair (electrical, plumbing, physical facility, etc.) as well as periodic maintenance and repair of aquaculture systems (including tanks, filtration systems, and specialized instrumentation). After 5 years, upkeep and repair of facility buildings as well as maintenance of stormwater and effluent retention ponds and filtration marsh would be provided by FWC and its governmental, university, or non-profit partners.

A hatchery maintenance plan would be developed that provides specific plans for short- and long-term equipment inspection, repair, and replacement. Short-term maintenance would include regular facility upkeep (e.g., cleaning) and periodic inspection and repair of aquaculture systems including tanks, filtration systems, specialized instruments, and basic facility systems (e.g., electrical, plumbing). Long-term maintenance would include provisions for upkeep and repair of facility buildings, stormwater pond, storage pond, and the plant production pond or filtration marsh to ensure effective productivity.

12.20.5 Affected Environment and Environmental Consequences

Under the National Environmental Policy Act, federal agencies must consider environmental effects of their actions that include, among others, impacts on social, cultural, and economic resources, as well as natural resources. The following sections describe the affected resources and environmental consequences of the project.

12.20.5.1 No action

Both OPA and NEPA require consideration of the No Action alternative. For this Draft Phase III ERP proposed project, the No Action alternative assumes that the Trustees would not pursue this project as part of Phase III Early Restoration.

Under No Action, the existing conditions described for the project site in the affected environment subsection would prevail. Restoration benefits associated with this project would not be achieved at this time.

12.20.6 Physical Environment

The proposed location for the hatchery is a roughly 10-acre, human-made parcel that was created in the early 1900s by filling in a portion of Pensacola Bay. Although currently vacant, the site has a history of documented industrial activity since 1910 (Wetland Sciences, Inc. 2013). The site is currently characterized as "highly disturbed" and extensively covered with construction debris. Three remnant patches containing native and exotic vegetation are present in the hatchery project area, which is bordered by wetland mitigation areas (Wetland Sciences, Inc. 2013).

12.20.6.1.1 Geology and Substrates

Affected Resources

The soil and substrate at the proposed hatchery site have not been surveyed. According to the Natural Resources Conservation Service (2013), local soils are characterized as Lakeland-Hurricane Complex. However, the upland hatchery project area was created by filling in historically coastal areas, which may have been altered over time by industrial activity. The following description assumes local soils were used as fill.

The Lakeland-Hurricane Complex are nearly level to moderately sloping, excessively drained, and somewhat poorly drained soils that are sandy throughout on coastal lowlands. This map unit consists of soils on broad, low ridges in the southern part of the county, primarily in and around the city of Pensacola. The landscape consists of long, smooth slopes and has little relief. Slopes range from 0% to 8%.

Environmental Consequences

Development of the hatchery project would significantly disturb the soils where excavation and re-grading for the hatchery building, parking lot, and associated ponds and treatment marsh (see Figure 12-41) is necessary. The hatchery project would result in major, long-term impacts to soils where development occurs. However, since the area was historically filled from off-site soils, it is unclear whether disturbance is occurring to native soils.

12.20.6.1.2 Hydrology and Water Quality

Affected Resources

Northwest Florida has seven major watersheds, all of which have been identified as priorities under the Surface Water Improvement and Management (SWIM) program. Water quality protection is the

underlying goal of SWIM, along with the preservation and restoration of natural systems and associated public uses and benefits (Northwest Florida Water Management District [NFWMD] 2011). The hatchery project is located in the Pensacola Bay watershed system, which includes Pensacola, Escambia, Blackwater, and East Bays; the western portion of Santa Rosa Sound; and numerous rivers and bayous. The total drainage area covers nearly 7,000 square miles, about 34% of which is in Florida. The entire system discharges into the Gulf of Mexico, primarily through a narrow pass at the mouth of Pensacola Bay (NFWMD 2013). Broad issues for the Pensacola Bay system include water and sediment quality degradation through point and nonpoint pollution sources; habitat quality, which is threatened by and degraded through sedimentation and deposition; and management and coordination between two states and numerous local governments and agencies (Thorpe et al. 1997).

With regard to groundwater, the principal water-bearing aquifers are the Surficial Aquifer System (which includes the Sand and Gravel Aquifer) and the Floridian Aquifer System. The Sand and Gravel Aquifer supplies most of the public water supply in Escambia County (NFWMD 2011). Based on Federal Emergency Management Agency (FEMA) flood insurance rate maps (see Panel 12033C0390G), the hatchery project is located in the coastal area located in Zone AE. Zone AE has defined base flood elevations and is an area of special flood hazard (FEMA 2006).

The presence of concrete and other debris, combined with an assumption of poorly drained soils, would result in surface water flow across the hatchery project area. It is likely that discharge from the site occurs into the adjacent wetland mitigation sites on the eastern and southwestern boundaries of the property (Wetland Sciences, Inc. 2013). These marshes would improve the quality of surface water runoff from the hatchery project site before flow reaches the bay. The property is surrounded by developed land, including a major road, refinery or storage facility, commercial buildings, a former Emerald Coast Utilities Authority wastewater treatment plant, and a recently built ball field and facility. These impermeable surfaces would not facilitate infiltration and aquifer recharge, but would encourage surface runoff.

Environmental Consequences

Hydrology of the project site would be affected by the development of the hatchery facility. In the short term, particularly during the period of intensive excavation and grading, there is the potential for increased sediment transport off the construction site during storm events. Incorporation of BMPs for construction (e.g., silt fencing, hay baling sensitive areas) would ensure that these potentially adverse water quality impacts are minimized. Current surface water flows and subsequent discharges to Pensacola Bay are not controlled or actively managed. The development of the stormwater retention area in conjunction with the hatchery development would result in implementation of a coordinated, engineered approach for managing the quality of stormwater, or freshwater flows, or both, and prevent discharge of pollutants into Pensacola Bay.

SERF's success with capturing and controlling surface water flows and improving water quality sets the precedent for the development of a similar system for the proposed hatchery. Monitoring associated with the SERF industrial wastewater permit improved water quality, resulting in a determination letter from FDEP that the permit was no longer required. Based on this experience and the opportunity to incorporate similar methods and technology, the hatchery project should result in no long-term

degradation of water quality. Given potential uncontrolled runoff to the bay, the hatchery project is likely to have short- and long-term benefits to water quality by ensuring discharge to the bay meets strict water-quality criteria for nutrients and other impurities as required by an industrial wastewater permit.

Construction of the stormwater system would ensure that the hatchery project would not affect the performance of the existing wetland mitigation areas. Water quality monitoring would be required by the industrial wastewater permit to ensure there is no water quality impairment of discharges into the bay. All permit conditions, including mitigation measures for siltation, erosion, turbidity, and release of chemicals, would be strictly adhered to. During construction, BMPs along with other avoidance and mitigation measures required by state and federal regulatory agencies would be employed to minimize any water quality and sedimentation impacts. FDEP permit conditions require erosion and turbidity mitigation measures, which include:

- Installation of floating turbidity barriers;
- Installation of erosion control measures along the perimeter of all work areas;
- Stabilization of all filled areas with sod, mats, barriers, or a combination; and
- Stoppage of work if turbidity thresholds are exceeded. The soils would then be stabilized, work procedures would be modified, and the FDEP would be notified.

Compliance with the Clean Water Act or Rivers and Harbors Act may be necessary since the hatchery project will have a discharge to Pensacola Bay.

There is the potential for short-term, minor adverse impacts to water quality associated with construction activities but these would be minimized by using BMPs. Over the long term, water quality of flows on the site and the saltwater discharges used in production would likely result in a minor benefit with the development of the hatchery.

12.20.6.1.3 Air Quality and Greenhouse Gas Emissions

Affected Resources

The Clean Air Act (CAA) requires the EPA to set National Ambient Air Quality Standards (NAAQS) for pollutants considered harmful to public health and the environment. NAAQS have been set for six common air pollutants (also known as criteria pollutants)—particle pollution or particulate matter, ozone, carbon monoxide, sulfur dioxide (SO₂), nitrogen dioxide, and lead. Particulate matter is defined as fine particulates with a diameter of 10 micrometers or less (PM₁₀) and fine particulates with a diameter of 2.5 micrometers or less (PM_{2.5}). When a designated air quality area or airshed in a state exceeds a NAAQS, that area may be designated as a *nonattainment* area. Areas with levels of pollutants below the health-based standard are designated as *attainment* areas. To determine whether an area meets the NAAQS, air monitoring networks have been established and are used to measure ambient air quality. The EPA also regulates 187 hazardous air pollutants (HAPs) that are known or suspected to cause cancer or other serious health effects.

Air quality in the Florida panhandle is in attainment with the NAAQS (EPA 2013a). The FDEP operates two monitors in Escambia County. The Ellyson Industrial Park monitor in Ferry Pass records ozone, $PM_{2.5}$, and SO_2 concentrations. The Naval Air Station monitor records ozone concentrations. Readings at both monitors for the last 3 years show attainment with the NAAQS for ozone and SO_2 (FDEP 2013b). $PM_{2.5}$ attainment data were not available (EPA 2013a).

Total greenhouse gas (GHG) emissions in the state of Florida from 1990 to 2007 have increased at an average rate of 2.1% per year. Total GHG emissions in 2007 were 290 million metric tons of carbon dioxide (CO_2) equivalent (MMTCO₂E). In 2007, 91% of GHG emissions in Florida were CO_2 emissions (FDEP 2010). According to the EPA, the average annual temperature in the southeast portion of the United States has increased by approximately 2.0 degrees Fahrenheit (°F) since 1970. Average annual temperatures in the region are projected to increase from 4°F to 9°F by 2080. Hurricane-related rainfall is projected to continue to increase. Models suggest that rainfall would arrive in heavier downpours with increased dry periods between storms. These changes would increase the risk of both flooding and drought. The coasts would likely experience stronger hurricanes and sea level rise. Storm surge could present problems for coastal communities and ecosystems (EPA 2013b).

Environmental Consequences

Project construction would require the use of heavy mechanized equipment, which would lead to temporary air pollution (e.g., criteria pollutants, HAPs, GHGs) due to emissions from the operation of construction vehicles and equipment. Any air quality impacts that occur would be minor due their localized nature, short-term duration, and the small size of the hatchery project. Available BMPs would be employed to prevent, mitigate, and control potential air pollutants during project implementation. No air quality-related permits would be required.

Construction of the hatchery would require use of equipment that would contribute to air quality emissions and GHGs such as CO_2 . Due to the small area, the exhaust emissions are expected to be minor, with bulldozer, backhoe, and grader being the most likely equipment used to prepare the site to be developed. Any air quality degradation would be very limited to the area immediately around the construction site and would only last during the site preparation period—expected to be less than 6 months. Table 12-34 describes the likely GHG emission scenario for the implementation of this hatchery project.

Table 12-34. Projected greenhouse gas impacts of the proposed project for major construction equipment.

EQUIPMENT DESCRIPTION	TOTAL HOURS USED	CO ₂ FACTOR MT/100 HRS	CO ₂ (MT)	CH ₄ FACTOR MT/100 HRS	CH ₄ (MT)	N ₂ O FACTOR MT/100 HRS	N ₂ O (MT)	TOTAL CO ₂ (MT)
Triple axel dump trucks	300	1.7	5.1	0.5	1.5	7.2	21.6	28.2
Concrete trucks	512	1.7	8.7	0.5	2.6	7.2	36.9	48.1
Tractor trailer	416	1.25	5.2	0.4	1.7	5.5	22.9	29.7
Pickup trucks	7,200	1.1	79.2	0.35	25.2	4.4	316.8	421.2
Motorgrader	160	2.25	3.6	0.65	1.0	1.08	1.7	6.4
Backhoe	480	2.55	12.2	0.85	4.1	10.2	49.0	65.3
Bulldozer	480	2.25	10.8	0.65	3.1	1.08	5.2	19.1
Front-end loader	960	2.25	21.6	0.65	6.2	1.08	10.4	38.2
Cranes	1,440	2.55	36.7	0.85	12.2	10.2	146.9	195.8
Total	11,948							852

mt = metric tons

CH₄ = methane

N₂O = nitrogen dioxide

Based on the assumptions detailed in Table 12-33 and calculations shown in Table 12-34, the project would generate approximately 852 metric tons of GHGs over the duration of the project. The following mitigation measures have been identified to reduce or eliminate GHG emissions from the project.

- Shut down idling construction equipment, if feasible.
- Locate staging areas as close to construction sites as practicable to minimize driving distances between staging areas and construction sites.
- Encourage the use of the proper size of equipment for the job to maximize energy efficiency.
- Encourage the use of alternative fuels for generators at construction sites, such as propane or solar, or use electrical power where practicable.

The project would have short-term, minor impacts but no long-term impacts on GHG emissions. Mitigation measures would minimize GHG emissions.

Air quality in the hatchery project area may also be affected by dust associated with construction. However, incorporating BMPs (e.g., wetting to control fugitive dust, limited idling) during construction would help mitigate these impacts. These BMPs would be incorporated in construction permits. Long-term air quality impacts from the hatchery operation are expected to be minor. The integration of energy efficient equipment and a facility design and construction focused on the use of green technologies (for instance, those incorporated as part of LEED or similar certification) would offset any short-term, minor contributions of GHGs. Energy efficiency would help minimize the hatchery's net electricity consumption and thereby help minimize emissions of GHGs associated with the electricity used to operate the facility. At the same time, the development of vegetated areas, particularly the plant production pond or filtration marsh, would increase on-site vegetative production and act as a potential minor carbon sink.

12.20.6.1.4 Noise

Affected Resources

Noise can be defined as unwanted or nuisance sound. The Noise Control Act of 1972 (42 USC 4901 to 4918) was enacted to establish noise control standards and to regulate noise emissions from commercial products such as transportation and construction equipment. Amplitude is the magnitude of a sound and is usually expressed in decibels (dB), which is a dimensionless ratio of sound pressure to a reference pressure. The A-weighted decibel (dBA) is the adjusted unit of sound used to describe the human response to noise from industrial and transportation sources. The threshold of hearing is 0 dB. A 3-dB increase is equivalent to doubling the sound pressure level, but is barely perceptible to the human ear. Table 12-35 shows typical noise levels for common sources expressed in dBA. Noise exposure depends on how much time an individual spends in different locations.

The hatchery project site is surrounded by a developed, industrial urban environment with a heavily used roadway immediately to the north. A baseball stadium located approximately 0.5 mile west of the project site appears to be the major recreation site in the area. Given the location, the road likely receives considerable industrial traffic including large trucks and periodic heavy pedestrian traffic due to the baseball facility. No residential properties are located in the vicinity. No sensitive wilderness areas or special wildlife use areas are located near the project site.

Table 12-35. Typical noise levels for common sources.

NOISE SOURCE OR EFFECT	SOUND LEVEL (dBA)
Rock-and-roll band	110
Truck at 50 feet	80
Gas lawn mower at 100 feet	70
Normal conversation indoors	60
Moderate rainfall on foliage	50
Refrigerator	40
Bedroom at night	25

Source: Adapted from U.S. Department of Energy and Bonneville Power Administration (1986)

Environmental Consequences

Construction activities, including use of heavy equipment such as graders and backhoes and smaller handheld tools such as saws and nail guns, would cause an increase in noise during the day for the duration of construction. Standard state contract provisions include restricting work to weekdays, normally from 7 a.m. to 7 p.m., unless in a hospital or strictly residential area. Contractors are normally not allowed to work outside these limits unless it is for safety, traffic, or highly restricted schedules, and then it must be by permission. In addition, state contracts require that all equipment used on-site must

be properly muffled and in good repair. As a result, short-term noise impacts are expected to be minor, but would impact at least one local business, Nick's Boathouse, a restaurant at the adjacent marina, less than 0.25 mile to the east.

Potentially loud equipment would be during various phases of construction. Noise levels would depend on equipment being used and tasks being performed. Therefore, levels of noise would vary from low to moderate during the 12-month construction period.

In the long term, noise impacts would be minor. The main hatchery operations would occur within the building, so contribution to ambient outdoor noise levels would be negligible. Site maintenance would contribute minor and infrequent noise. Vehicle traffic would be mostly confined to staff and visitors, consisting of passenger vehicles and infrequent deliveries by truck. The building noise would consist of heating, ventilation, and air conditioning (HVAC) systems and noises associated with running the hatchery facilities. These long-term noise impacts are expected to be minor given their anticipated low volume. This minor increase in noise is unlikely to be significant amidst the nearby commercial operations and development in the area.

12.20.6.2 Biological Environment

The Gulf of Mexico is one of the nation's most valuable ecosystems. Florida's barrier islands, estuaries, coral reefs, beaches, seagrass meadows, coastal wetlands, and mangrove forests are world-renowned natural resources and attractions. These habitats provide a range of ecosystem services including fisheries, wildlife-related activities, food production, energy production, infrastructure protection, and recreational opportunities (Gulf Coast Ecosystem Restoration Task Force [GCERTF] 2011). According to the GCERTF (2012), continued coastal habitat loss and degradation in Gulf and estuarine environments along with overfishing has resulted in a declining trend in fish populations, which can threaten ecosystem diversity and stability through food web disruptions.

12.20.6.2.1 Living Coastal and Marine Resources

12.20.6.3 Vegetation

Affected Resources

A biological survey for the proposed hatchery property was completed in August 2013 (Wetland Sciences Inc., 2013). The survey report confirmed that the site was on human-made land, created in the early 1900s by placing fill in the bay. The 10-acre site is highly disturbed, and is currently covered with excess material including earth fill and limestone riprap that are stockpiled within the property. Additionally, the site is strewn with other historic debris from previous industrial land uses including creosote-treated timber, concrete pilings, concrete culverts, bricks, abandoned rail spur, and other miscellaneous debris. Three patches of semi-native habitat still existed. These areas constitute only about 1 acre and contain canopies of live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), and cabbage palm (*Sabal palmetto*), with a shrub canopy of wax myrtle (*Myrica cerifera*) and yaupon holly (*Ilex vomitoria*). A number of invasive species were also present, including Chinese tallow (*Triadica sebifera*) and chinaberry (*Melia azedarach*). In addition, the landward side of the mean high water line in the southeast portion of the site contains a fringe wetland consisting of marsh hay (*Spartina patens*).

The remainder of the site is dominated by species typical of disturbed landscape in Florida such as lantana (*Lantana camara*), wetland nightshade (*Solanum tampicense*), and, in the wetter zones near the shoreline, torpedo grass (*Panicum repens*), a Category I exotic species. Also located in the project area, adjacent to the proposed construction footprint, is a human-made tidal marsh created for mitigation services.

No federally listed plant species occur in the project area and due to the disturbed nature of the proposed hatchery site and their habitat requirements, it is unlikely that any state-listed plants would occur at the site. No state-listed plant species were observed during the 2013 surveys (Wetland Sciences Inc., 2013).

Environmental Consequences

Most of the project area is highly disturbed; therefore, the proposed project would have no negative impacts to vegetation in this area. Construction activities would cause some disturbance to vegetation in the site's upland habitat. This small area contains remnant native vegetative communities and would be avoided to adhere to city ordinances regarding tree protection. Using construction BMPs to prevent erosion and sediment runoff, disturbance or degradation to these areas would be minimized. Any impacts to native vegetative communities would be short term and minor.

Hatchery development would include a 2-acre plant production and filtration marsh that would enhance the site's vegetation by planting native wetland species, thus producing more habitat diversity than currently exists at the site. In addition, the project would have beneficial impacts to existing upland native vegetation and newly planted wetland species as a result of the removal of exotic plants at the site. The proposed project would, therefore, have a minor, long-term benefit on vegetation resources at the proposed site.

12.20.6.4 Wildlife Habitat

Affected Resources

The proposed project site is significantly disturbed, having been used as a disposal site for solid waste debris such as concrete pilings, bricks, culverts, creosote logs, and abandoned rail spur. Three small wooded areas are located on the eastern portions of the site that may provide habitat for small urban mammals and birds. Human-made tidal marshes to the south and east of the construction footprint provide habitat for marsh birds, wading birds, and possibly wintering waterfowl. In the southeast portion of the site, a small natural beachfront provides habitat to foraging shorebirds and wading birds. No bird rookeries or other nests were observed during surveys of the site.

Environmental Consequences

Common urban wildlife of the site and their respective habitat would face a short-term, minor impact during construction from noise produced by construction equipment, as well as minor, long-term impacts due to habitat loss where the hatchery facility footprint would be placed. There would be a short-term, minor impact to nearby human-made tidal marshes and beachfront habitat because wildlife using these habitats could experience disturbance during construction due to noise. The proposed

project's plant production and filtration marsh would enhance the site by producing 2 additional acres of marsh habitat in the area, resulting in a long-term, moderate beneficial impact to species that use this type of habitat.

12.20.6.5 Marine and Estuarine Fauna

Affected Resources

More than 200 species of fish and shellfish have been identified in the Pensacola Bay estuary. Common fish and shellfish species are spot (*Leiostomus xanthurus*), bay anchovy (*Anchoa mitchilli*), Atlantic croaker (*Micropogonias undulatus*), spotted seatrout, Gulf menhaden (*Brevoortia patronus*), striped mullet (*Mugil cephalus*), blue crab (*Callinectes sapidus*), American oyster (*Crassostrea virginica*), and Penaeid shrimp (*Penaeus* spp.). Freshwater fish species that are tolerant of low salinities use embayments and marshes. These include largemouth bass (*Micropterus salmoides*) and redear sunfish (*Lepomis microlophus*). Four anadromous fish—gulf sturgeon, Alabama shad (*Alosa alabamae*), skipjack herring (*Alosa hrysochloris*), and striped bass (*Morone saxatilis*)—use the bay and its tributaries (FDEP 2004).

Environmental Consequences

No negative impacts to coastal and marine resources are expected from the development of the proposed hatchery. Assuming accurate analysis of the genetic risks (FWC 2009a), the release of Phase I hatchery fish would have a long-term benefit on estuarine and marine resources by supplementing native populations of three fish species. The success of the hatchery releases would be determined by an ongoing comprehensive monitoring program. Specific objectives of this monitoring program would be to estimate the short- and long-term survival of stocked fish; the potential long-term impact on wild sport fish populations; and the respective contributions of hatchery fish to local fish populations and recreational catches. Methods that may be implemented as part of a multidisciplinary and integrative monitoring program to evaluate hatchery program success are described below:

1. **Hatchery Production.** Staff at the hatchery would collect and maintain a captive sport fish brood stock; produce hatchling sport fish and rear them to the appropriate size for release; mark larger fish with coded wire tags (CWT); and participate in fish releases.
2. **Fish Health.** Staff would work with a suite of qualified partners to evaluate the health of all hatchery-reared offspring before release. Post-release surveys would also be used to assess the survival and health status of hatchery-reared sport fish.
3. **Fisheries-Dependent Monitoring (FDM).** Recreational anglers would be surveyed to monitor fishing effort, catch and other variables such as targeted species. Fin clips from harvested sport fish would also be obtained for genetic testing.
4. **Fisheries-Independent Monitoring (FIM).** Staff would systematically collect sport fish of all sizes from estuarine and coastal waters via stratified random sampling and directed fishing using small mesh seines, trammel nets, and hook-and-line. Fish would be scanned by an onboard detector for the presence of CWTs and fin clips, or other tissue would be collected for genetic testing. Fish collected with CWT would be retained. Other fish would be measured and released; those greater 100 millimeters (standard length) would be fin-clipped.

5. **Angler-based Fin Clip Program (FCP).** Staff would develop a volunteer-based fin-clip program to identify hatchery-released fish. Recreational anglers would be provided with kits to collect fin clips and record collection data.
6. **Radio Telemetry.** A number of larger fish would be tagged with transmitters to identify patterns of movement and habitat preferences of released fish.

12.20.6.6 Protected Species

Affected Resources

The Wetland Sciences, Inc. biological survey report (2013) concluded that no state or federally listed species or critical habitat are present in the terrestrial habitats of the project area. A number of federally listed wildlife species occur in Escambia County (Figure 12-42). Threatened and endangered species with potential to occur in Escambia County include five species of sea turtles, the West Indian manatee (*Trichechus manatus*), piping plover (*Charadrius melodus*), wood stork (*Mycteria americana*), and gulf sturgeon. One federally listed proposed species, red knot (*Calidris canutus rufa*), has potential to occur in the county (USFWS 2013b). The hatchery project site is located in waters of Pensacola Bay designated as Critical Habitat Unit 9 by the USFWS for the gulf sturgeon (*Acipenser oxyrinchus desotoi*), a species federally listed as threatened and state-listed as a species of concern. The project area does not overlap Unit 9, but rather is adjacent to it as it borders the shoreline's mean high water line (*Federal Register* 2003).

Sea Turtles and Marine Mammals

There are five species of endangered or threatened sea turtles that may occur or have the potential to occur in the project area. These include green turtle, hawksbill turtle, Kemp's ridley turtle, leatherback turtle, and loggerhead turtle. Sea turtles forage in the waters of the coastal Florida panhandle region and have the potential to occur in the waters where in-water work is proposed. The project site does not contain potentially suitable sea turtle nesting habitat.

The endangered West Indian manatee has the potential to occur in the project area waters. Manatees typically seek out shallow seagrass areas as preferred feeding habitat (USFWS 2010). Additionally, bottlenose dolphin (*Tursiops* spp.) populations are known to migrate into bays, estuaries, and river mouths and could be located in the proposed project area (NMFS 2013b).

Gulf Sturgeon and Gulf Sturgeon Critical Habitat

Gulf sturgeon are restricted to the Gulf of Mexico and its drainages, occurring primarily from the Pearl River in Louisiana to the Suwannee River, in Florida (NMFS 2009). Adult fish reside in rivers for 8 to 9 months each year and in estuarine or Gulf of Mexico waters during the 3 to 4 cooler months of each year (NMFS 2009). Important marine habitats include seagrass beds with sand and mud substrates (Mason and Clugston 1993).

Gulf sturgeon critical habitat was jointly designated by the NMFS and USFWS on April 18, 2003 (50 C.F.R. 226.214). The proposed project site is located within the Florida Nearshore Gulf of Mexico Critical Habitat Unit 99, which contains winter feeding and migration habitat for Gulf sturgeon. Critical habitat was designated based on seven primary constituent elements (PCEs) essential for its conservation, as

defined in the 2003 *Federal Register*. The seven elements of critical habitat are listed below. Within the project site PCE's 1, 5, 6, and 7.

1. Abundant food items, such as detritus, aquatic insects, worms, and/or mollusks, within riverine habitats for larval and juvenile life stages; and abundant prey items, such as amphipods, lancelets, polychaetes, gastropods, ghost shrimp, isopods, mollusks, and/or crustaceans, within estuarine and marine habitats and substrates for subadult and adult life stages;
2. Riverine spawning sites with substrates suitable for egg deposition and development, such as limestone outcrops and cut limestone banks, bedrock, large gravel or cobble beds, marl, soapstone, or hard clay;
3. Riverine aggregation areas, also referred to as resting, holding, and staging areas, used by adult, subadult, and/or juveniles, generally, but not always, located in holes below normal riverbed depths; these are believed necessary for minimizing energy expenditure during freshwater residency and possibly for osmoregulatory functions;
4. A flow regime (i.e., the magnitude, frequency, duration, seasonality, and rate-of-change of freshwater discharge over time) necessary for normal behavior, growth, and survival of all life stages in the riverine environment, including migration, breeding site selection, courtship, egg fertilization, resting, and staging, and for maintaining spawning sites in suitable condition for egg attachment, egg sheltering, resting, and larval staging;
5. Water quality, including temperature, salinity, pH, hardness, turbidity, oxygen content, and other chemical characteristics necessary for normal behavior, growth, and viability of all life stages;
6. Sediment quality, including texture and chemical characteristics, necessary for normal behavior, growth, and viability of all life stages; and
7. Safe and unobstructed migratory pathways necessary for passage within and between riverine, estuarine, and marine habitats (e.g., an unobstructed river or a dammed river that still allows for passage).

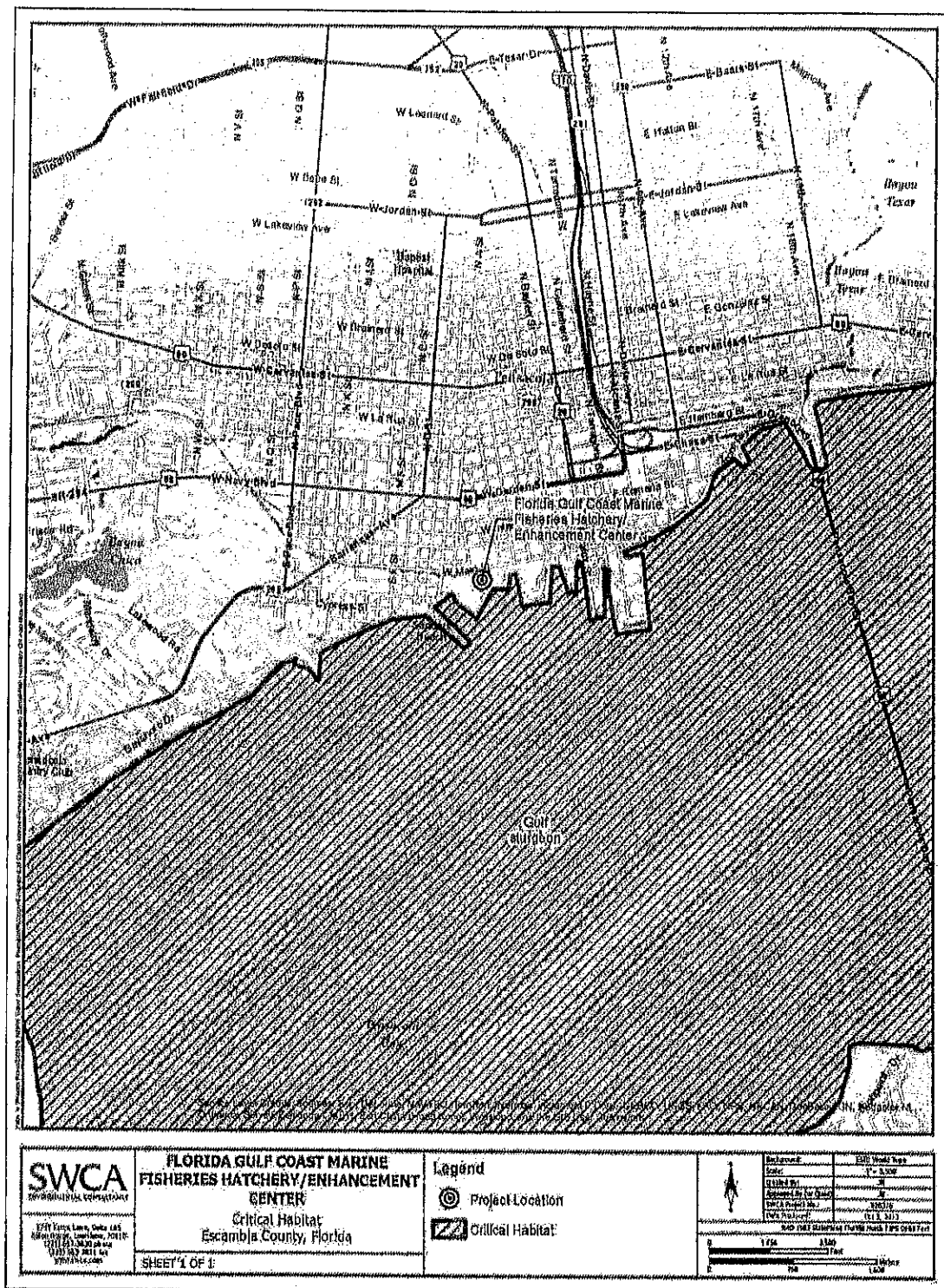


Figure 12-42. Gulf Sturgeon critical habitat in the project area vicinity.

Essential Fish Habitat

EFH is defined in the Magnuson-Stevens Fishery Conservation and Management Act as "those waters and substrates necessary to fish for spawning, breeding, feeding or growth to maturity." The designation and conservation of EFH seeks to minimize adverse effects on habitat caused by fishing and non-fishing activities. The NMFS has identified EFH habitats for the Gulf of Mexico in Its Fishery Management Plan Amendments. These habitats include estuarine emergent wetlands, seagrass beds, algal flats, mud, sand, shell, and rock substrates, and the estuarine water column. The EFH within the project area include emergent wetlands, mud substrate, and estuarine water columns for species of fish, such as red drum, brown shrimp, pink shrimp, and white shrimp. There are no marine components of EFH in the vicinity of the project site.

The area also provides habitat for prey species (e.g. Gulf menhaden, shad, croaker and spot) that are consumed by larger commercially important species. In addition, the area provides habitat for spotted seatrout, striped mullet, southern flounder, Atlantic croaker, and Gulf menhaden. Table 12-36 provides a list of the species that NMFS manages under the federally Implemented Fishery Management Plan in the vicinity of the Florida Gulf Coast Marine Fish Hatcheries/Enhancement Center site and Pensacola Bay.

Table 12-36. List of species managed by NMFS in vicinity of the project study area (NMFS EFH mapper, 2013).

Management Unit/Species	Lifestage(s) Found at Location	FMP
Red Drum (<i>Sciaenops ocellatus</i>)	ALL	Red Drum
Highly Migratory Species Scalloped Hammerhead Shark Sandbar Shark Tiger Shark Atlantic Sharpnose Shark	Neonate, Juvenile Neonate Neonate, Juvenile Neonate	Highly Migratory Species
Shrimp Brown shrimp (<i>Penaeus aztecus</i>) White shrimp (<i>Penaeus setiferus</i>) Pink shrimp (<i>Penaeus duararum</i>) Royal red shrimp (<i>Pleoticus robustus</i>) Rock Shrimp (<i>Sicyonia brevirostris</i>) Seabob Shrimp (<i>Xiphopenaeus kroyeri</i>)	ALL	Shrimp
Coastal Migratory Pelagics King mackerel (<i>Scomberomorus cavalla</i>) Spanish mackerel (<i>Scomberomorus maculatus</i>) Cobia (<i>Rachycentron canadum</i>) Dolphin (<i>Coryphaena hippurus</i>)	ALL	Coastal Migratory Pelagics
Reef Fish Balistidae - Triggerfishes Gray triggerfish (<i>Balistes capriscus</i>) Carangidae - Jacks		

Management Unit / Species	Lifestage(s) Found at Location	FMP
Greater amberjack (<i>Seriola dumerili</i>) Lesser amberjack (<i>Seriola fasciata</i>) Almaco jack (<i>Seriola rivoliana</i>) Banded rudderfish (<i>Seriola zonata</i>) Labridae - Wrasses Hogfish (<i>Lachnolaimus maximus</i>) Lutjanidae - Snappers Queen snapper (<i>Etelis oculatus</i>) Mutton snapper (<i>Lutjanus analis</i>) Schoolmaster (<i>Lutjanus apodus</i>) Blackfin snapper (<i>Lutjanus buccanella</i>) Red snapper (<i>Lutjanus campechanus</i>) Cubera snapper (<i>Lutjanus cyanopterus</i>) Gray (mangrove) snapper (<i>Lutjanus griseus</i>) Lane snapper (<i>Lutjanus synagris</i>) Wenchman (<i>Pristipomoides aquilonaris</i>) Vermillon snapper (<i>Rhomboplites aurorubens</i>) Malacanthidae – Tilefishes Goldface tilefish (<i>Caulolatilus chrysops</i>) Blackline tilefish (<i>Caulolatilus cyanops</i>) Blueline tilefish (<i>Caulolatilus microps</i>) Serranidae – Groupers Speckled hind (<i>Epinephelus drummondhayi</i>) Yellowedge grouper (<i>Epinephelus flavolimbatus</i>) Red grouper (<i>Epinephelus morio</i>) Warsaw grouper (<i>Epinephelus nigritus</i>) Snowy grouper (<i>Epinephelus niveatus</i>) Nassau grouper (<i>Epinephelus striatus</i>) Marbled grouper (<i>Epinephelus inermis</i>) Black grouper (<i>Mycteroperca bonaci</i>) Yellowmouth grouper (<i>Mycteroperca interstitialis</i>) Gag (<i>Mycteroperca microlepis</i>) Scamp (<i>Mycteroperca phenax</i>) Yellowfin grouper (<i>Mycteroperca venenosa</i>)	ALL	Reef Fish

State-Listed Birds, MBTA and BGEPA

There are more than 400 species of migratory birds, and hundreds of thousands of individuals reside along the Gulf Coast during the winter to forage and rest, while others are present during the summer to breed. All migratory bird species are protected under the MBTA. There are numerous state of Florida-listed bird species with potential for occurrence in and around the proposed hatchery site. These include Arctic peregrine falcon (*Falco peregrinus tundrlus*), least tern (*Sterna antillarum*), southeastern American kestrel (*Falco sparverius paulus*), American oystercatcher (*Haematopus palliatus*), and southeastern/Cuban snowy plover (*Charadrius alexandrinus tenuirostris*). The nesting

season in Florida is from March 1 to August 1. Migratory birds may be foraging and resting in terrestrial or aquatic habitats on site. However nesting is only likely by songbirds in the large trees on site (USFWS 2013a).

The annual statewide survey of known bald eagle nesting territories in Florida conducted between November and March by the FWC indicates that there are 3 eagle nests within Escambia County. Of these, one is approximately 5 miles west of the site and the other two are more than 5 miles from the site (FWC 2013c).

Environmental Consequences

The proposed project has been evaluated for potential short- and long-term impacts to state and federally protected species that may occur in and adjacent to the project area based on available suitable habitat and restoration goals. Descriptions of these evaluations are provided below.

Sea Turtles and Marine Mammals

For projects in waters accessible to sea turtles, NMFS has developed standardized *Sea Turtle and Smalltooth Sawfish Construction Conditions* (NMFS 2006). These conditions are typically applied to projects as part of the Clean Water Act Section 404 permit issued for in-water work. It is unlikely that the project site contains submerged aquatic vegetation, which is the preferred foraging habitat of sea turtles, but it cannot be ruled out entirely.

Minor, short-term disturbances may occur as a result of in-water work associated with the construction of the hatchery, ponds, and marsh. Construction of the intake would temporarily increase noise disturbance due to the presence of boats and construction equipment. If sea turtles are present in the in-water work area, short-term disturbances from noise and turbidity would occur. Sea turtles are a highly mobile species and would be expected to move away during in-water activities. An occlusion device at the water intake would be installed and would be designed to prevent harm to sea turtles and prevent pump malfunction or damage. Additionally, should a sea turtle be encountered during installation of the project, the crews would allow these species to exit from the project vicinity before commencing with work activities. No impacts to nesting turtles are expected since there is no nesting in or near the project area. Therefore, potential impacts or disturbances to listed sea turtles would be short term and minor.

Noise and other activity associated with proposed in-water construction may temporarily disturb manatees and dolphin species in the vicinity of the project area through temporary impacts on prey abundance, water quality (turbidity), and underwater noise. Dolphins are highly mobile species and would be expected to move away from the construction area during in-water activities. The main risk to manatees during implementation of this project would come from construction and operation of an intake pipe for seawater withdrawal. Operation of the proposed sea water withdrawal device would not be expected to pose a risk to manatees and dolphins as it would be designed to avoid entrapment or entrainment of these marine mammals (USFWS 2013a). Standard Manatee Conditions for In-Water Work (USFWS 2011) will be implemented to avoid impacts to manatees during construction. It is

anticipated that implementation of these conservation measures would reduce any potential effects to manatees and dolphins from the proposed project to only short term minor impacts

Gulf Sturgeon and Gulf Sturgeon Critical Habitat

The gulf sturgeon uses Pensacola Bay as a migratory corridor from breeding grounds to winter foraging grounds. Minor, short-term disturbances may occur as a result of in-water work associated with the construction of the hatchery, ponds, and marsh. Construction of the intake would temporarily increase noise disturbance due to the presence of boats and construction equipment. An occlusion device at the water intake would be installed and would be designed to prevent harm to gulf sturgeon and prevent pump malfunction or damage. Disturbances to the water column from in-water work would temporarily affect certain gulf sturgeon critical habitat PCEs due to turbidity, dispersal of potential prey, and substrate disturbance. These would be limited to the area immediately surrounding the work area and would occur only during construction. Therefore, impacts to gulf sturgeon critical habitat would be short term and minor.

Essential Fish Habitat

An EFH assessment will be coordinated with the NMFS Habitat Conservation Division. If necessary, species specific measures would be recommended by NMFS and would be incorporated into the project construction plan. The project would not result in adverse, direct impacts to emergent wetlands, existing oyster reefs, or Submerged Aquatic Vegetation (SAV). Most motile fauna such as crab, shrimp, and finfish will likely avoid the area of potential effect during the construction process. Following construction, there is expected to be increased habitat utilization of the breakwaters and near-shore environment by these species and a beneficial, long-term impact is anticipated. The project may result in minor, adverse short term impacts to benthic organisms and temporarily affect habitat utilization by individuals considered under EFH fishery management plans.

Minor and temporally limited impacts to EFH components are expected to soft bottom substrates, since the Fish Hatchery project will be constructed primarily on land. Construction of the intake for seawater withdrawal may lead to minimal adverse physical impacts and habitat conversion of EFH on a limited scale. The hatchery development would likely improve water quality returning to Pensacola Bay relative to current conditions, thereby benefiting EFH. The combination of a very limited potential adverse impact caused by pier construction and the beneficial impacts of stormwater management and treatment, the proposed project is not likely to adversely affect EFH in the project area.

State-Listed Birds, MBTA and BGEPA

Migratory birds are protected under the MBTA. If restoration activities occur during the nesting season (March 1 to August 1), nesting songbirds, wading birds, and marsh birds could be disturbed by noise generated by construction activities. In such circumstances, FWC nesting shorebird avoidance measures will be followed. These measures generally call for surveys within 300 feet and an avoidance buffer of 300 feet for nesting birds.

In recent years, the bald eagle has been removed from the endangered species list under ESA, though it is still protected under the BGEPA. In Florida, FWC protects the bald eagle pursuant to 68A-16, Fla.

Admin. Code, and conservation measures to protect active nest sites during the nesting season must be considered to reduce potential disturbances of certain project activities. The closest known bald eagle nest is approximately 5 miles from the project site. Based on the distance from proposed project activities, nesting of the known bald eagles would not be impacted. Consultation with FWC concerning the proposed project and anticipated construction schedule relative to known bald eagle nest sites in the project vicinity and the nesting season in Florida (October 1 to May 15) would be required prior to commencement of project activities. To minimize potential for impacts to nesting bald eagles, the consultation protection measures may include: 1) addressing prescribed nest tree protection zones and 2) preparation of a bald eagle nest protection plan (including nesting behavior disturbance monitoring). Bald eagles have been known to tolerate certain potential disturbances in their breeding territories. Should these conservation measures be implemented for active nest sites adjacent to activities in the project area, potential impacts to the bald eagle would be short term and minor.

Section 7 and Essential Fish Habitat Consultations

Section 7 ESA consultations with the USFWS and NMFS will be initiated for the proposed project. An EFH consultation under the Magnuson-Stevens Fishery Conservation and Management Act also would be completed to address any situations where proposed project activities may affect EFH. The project would incorporate any additional conservation recommendations provided by the USFWS and NMFS during the consultation to avoid, minimize, mitigate, or otherwise offset the impacts of the proposed project on listed species or EFH.

12.20.6.7 Human Uses and Socioeconomics

12.20.6.7.1 Socioeconomics and Environmental Justice

Affected Resources

The hatchery would be developed in an urban industrial area within the city of Pensacola, Florida. The proposed hatchery project site is currently undeveloped and does not support any economic activity or human use. The area surrounding the site is industrial. No residential areas that might contain low-income or minority communities are present.

Florida is America's most popular sport fishing destination, contributing \$5 billion annually to the state's economy (FMFEI 2013). The closures of beaches and fishing access points following the oil spill resulted in declining revenues from license and tackle sales and tourism associated with recreational fishing. Revenue from commercial fishing also declined following the Spill. According to USFWS's Wildlife & Sport Fish Restoration Program estimates, in 2006 the recreational saltwater fisheries industry in Florida supported an estimated 54,000 jobs with an overall economic impact estimated at \$5.7 billion.

Table 12-37 provides a summary of population data and characteristics of the population of Escambia County and compares it to those same measures for the population of the state as a whole.

Table 12-37. Population characteristics for Escambia County and the State of Florida.

PEOPLE QUICKFACTS	ESCAMBIA COUNTY	FLORIDA
Population, 2012 estimate	302,715	19,317,568
Persons under 5 years, percent, 2012	6.20%	5.50%
Persons under 18 years, percent, 2012	21.10%	20.70%
Persons 65 years and over, percent, 2012	15.20%	18.20%
Female persons, percent, 2012	50.50%	51.10%
White alone, percent, 2012 (a)	70.10%	78.30%
Black or African American alone, percent, 2012 (a)	22.90%	16.60%
American Indian and Alaska Native alone, percent, 2012 (a)	0.90%	0.50%
Asian alone, percent, 2012 (a)	2.90%	2.70%
Native Hawaiian and Other Pacific Islander alone, percent, 2012 (a)	0.20%	0.10%
Two or more races, percent, 2012	3.00%	1.90%
Hispanic or Latino, percent, 2012 (b)	5.10%	23.20%
White alone, not Hispanic or Latino, percent, 2012	66.00%	57.00%
Homeownership rate, 2007–2011	67.30%	69.00%
Median household income, 2007–2011	\$43,707	\$47,827
Persons below poverty level, percent, 2007–2011	16.90%	14.70%
Manufacturer's shipments, 2007 (\$1,000)	2,117,030	104,832,907
Merchant wholesaler sales, 2007 (\$1,000)	1,838,916	221,641,518

Source: U.S. Census Bureau State & County QuickFacts (U.S. Census Bureau 2013)

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

Environmental justice refers to the fair and equitable treatment of individuals regardless of race, ethnicity, or income level, in the development and implementation of environmental management policies and actions. In February 1994, President Clinton issued Executive Order 12898, Federal Actions to Address Environmental Justice in Minority and Low Income Populations. The objective of this executive order is to require each federal agency to “make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low income populations.”

Environmental Consequences

The hatchery project would have no negative impacts on the socioeconomic status of the city and Escambia County. The proposed project would not adversely affect any low-income or minority populations.

The proposed project would create approximately 1,912 worker days of employment during construction (Table 12-34). Engineering and design work could employ 20 to 30 federal and state employees and consultants for up to 2 years. The construction crew could consist of 20 to 30 people who would be employed for a period of 9 to 18 months. Maintenance activities may employ up to 10 people for less than 6 months. Minor, short-term, beneficial effects would occur from increased employment during project construction.

Minor, beneficial economic effects would accrue to local restaurants and hospitality providers. Operation of the hatchery would result in the hiring of 9 to 15 additional FWC staff. Additional benefits to the local economy would occur from the purchase of local goods and services through the estimated \$1 million envisioned for supporting the facility's annual operations and maintenance budget. Local businesses would benefit from 9 to 15 additional employees and an unknown number of hatchery visitors as potential customers.

Operation of the hatchery would produce nearly 5 million juvenile fish for release in the bay. These fish would contribute to restoring a vibrant saltwater fishery to support expanded fishing interests. The resulting increase in license and tackle sales and tourism dollars would have a long-term, moderate, beneficial effect on the local and statewide economy.

The project would not create a benefit for any specific group or individual, but rather would produce benefits realized by the local community and visitors. There are no indications that the public improvements would be contrary to the goals of Executive Order 12898 or would create disproportionate, adverse human health or environmental impacts on minority or low-income populations of the surrounding community. Therefore no environmental justice issues would be anticipated in the short term or long term.

12.20.6.7.2 Cultural Resources

Affected Resources

A review of the Florida Master Site files indicates that there are at least 14 previously recorded archaeological sites or historic standing structures located within 1 mile of the project area. These include prehistoric and historic-era sites as well as at least three shipwrecks/ballast dumps in the water surrounding the project area. Sites 8ES1963 (a nineteenth to twentieth century scatter) and 8ES2384 (a Spanish-era fort) are located in the immediate vicinity of the project area. Site 8ES1963 has no determination of eligibility for the National Register of Historic Places (NRHP); site 8ES2384 was recommended as potentially eligible for listing on the NRHP.

In addition, a beach and associated bathhouse were formally located on the site and used by African Americans during segregation in the first part of the 20th century. No existing infrastructure associated with this use remains on the site, however, the project proponents have had extensive discussion with community leaders and plan to develop educational signage documenting this historical use.

Environmental Consequences

Based on the presence of numerous cultural resources in both upland and offshore contexts immediately adjacent to the project area, it is likely that additional resources would be encountered in the project area.

A complete review of this project under Section 106 of the NHPA would be as environmental review continues. This project would be implemented in accordance with all applicable laws and regulations concerning the protection of cultural and historic resources.

12.20.6.7.3 Infrastructure

Affected Resources

The proposed hatchery site is currently a vacant lot zoned for commercial use within the city of Pensacola. The site is surrounded by commercial and industrial facilities. There are no active utility connections present.

Environmental Consequences

Site development would require utility connections. Permits would be obtained and all associated use conditions would be adhered to. Utility connections are consistent with the nature of the surrounding area and would not be expected to pose service problems for the relevant utilities (e.g., electricity, wastewater, refuse). Specifically, the low volume of biological waste (i.e., fish feces, undigested food) that would be generated from the hatchery operations would be disposed of through a permitted wastewater service provided by Emerald Coast Utilities Authority. As a result, no adverse impact to infrastructure would be expected from the development of the hatchery.

12.20.6.7.4 Land and Marine Management

Affected Resources

The proposed hatchery project site is a vacant lot in an urban, industrial area zoned for commercial use in the city of Pensacola. The surrounding properties support industrial and commercial buildings.

Environmental Consequences

The hatchery project would not adversely affect land and marine management in the short or long term and is consistent with existing land use and regional resource management plans. Development of the hatchery would be consistent with the FWC's existing marine fishery support goals as expressed in the FMFEI and the development of an operation supporting economic activity based on the commercial zoning of the lot.

Pursuant to the Coastal Zone Management Act of 1972, federal activities must be consistent to the maximum extent practicable with the federally-approved coastal management programs for states where the activities would affect a coastal use or resource. Federal Trustees are submitting consistency determinations for state review coincident with public review of this document.

12.20.6.7.5 Aesthetics and Visual Resources

Affected Resources

The proposed site is currently a vacant lot in a developed urban area that is filled with debris. Small patches of trees provide some aesthetic value. The lot is located on Main Street and is visible to local motorists. One commercial establishment, Nick's Boathouse, has outdoor seating, some of which may be oriented toward the project site. However, most of the tables are situated to provide customers with a view of the bay.

Environmental Consequences

Development of the hatchery would have a minor, short-term impact on aesthetics and visual resources during construction when equipment and activity may be seen by passing motorists. A minor, long-term reduction in visual and aesthetic resources is likely for motorists or customers at Nick's Boathouse with the construction of the hatchery building. However, given the industrial atmosphere surrounding the site, it is unlikely that the aesthetic resources of motorists passing by on Main Street would be affected by the hatchery building. A minor, long-term improvement of visual resources would occur as a result of the removal of the debris currently on-site and the development of additional ponds and wetlands.

12.20.6.7.6 Tourism and Recreational Use

Affected Resources

The site does not currently support any official tourism or recreational use. The adjacent mitigation wetlands may provide bird-watching opportunities.

Environmental Consequences

The development of the hatchery would not negatively affect tourism and recreational use in the area. Some minor long-term benefit would occur through visitation to the facility. In the long term, the ultimate goal of the hatchery project is to release fish that would support recreational fishing activity in Florida. Should the hatchery be successful in supplementing saltwater fish populations, the result would be a long-term, beneficial impact to tourism by anglers who are attracted to Florida by the fishing opportunities.

FWC does not include an evaluation of how the development of the hatchery and subsequent release of hatchery fish affects recreational angling in the state as part of their monitoring program. Anecdotal evidence from the Tampa Bay fishery, which receives fish from SERF's operations, suggests recreational anglers are aware of hatchery releases and may target their recreation to receiving waters. If the hatchery operations result in maintaining or increasing fish stocks, recreational fishing would receive a minor, long-term benefit.

12.20.6.7.7 Public Health and Safety and Shoreline Protection

Affected Resources

The site is on vacant land in a developed urban and industrial area of Pensacola, Florida. The shoreline in this section of the bay has been extensively modified by past human activity, including armoring, to protect local habitat restoration. The project would be separated from the current shoreline by existing wetland mitigation areas and future stormwater and filtration ponds.

Environmental Consequences

Project development would require use of mechanical equipment that uses oil, lubricants, and fuels. The contractor would be required to take appropriate actions to prevent, minimize, and control the spill of construction-related hazardous materials such as vehicle fuels, oil, hydraulic fluid, and other vehicle maintenance fluids and to avoid releases and spills. If a release should occur, such releases would be

contained and cleaned up promptly in accordance with all applicable regulations. As a result, no impacts associated with construction-related hazardous materials would be anticipated.

The hatchery would not affect public health as long as relevant waste disposal guidelines and regulations are followed. The hatchery would be built in an upland area away from the shoreline and would not require any modifications to the shoreline. It is not clear exactly what the debris currently on the site consists of, but the presence of metals, railway timbers, and concrete could pose a health risk to the local public. Removal of this debris would have a minor, short-term beneficial effect on public health and safety. No short- or long-term negative impacts to public health and safety or shoreline protection would be expected.

12.20.7 Summary and Next Steps

Per the Purpose and Need of the Draft Phase III ERP/PEIS, four alternatives are considered, including a no action (Alternative 1), selection of project types emphasizing habitat and living coastal and marine resources (Alternative 2), project types emphasizing recreational opportunities (Alternative 3), or a combination of both habitat and living coastal and marine resources and recreational opportunities (Alternative 4). As proposed, the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project implements restoration techniques within Alternatives 3 and 4.

The proposed Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center project would involve constructing and operating a saltwater sportfish hatchery in Pensacola, Florida. The project is consistent with Alternative 3 (Contribute to Providing and Enhancing Recreational Opportunities) and Alternative 4 (Preferred Alternative).

Draft NEPA analysis of the environmental consequences suggests that while minor adverse impacts may occur to some resource categories, no moderate to major adverse impacts are anticipated to result. The project would enhance and/or increase the public's use and/or enjoyment of the natural resources by producing and releasing highly sought-after sportfish species such as red snapper, red drum, and spotted seatrout. The Trustees have started coordination and reviews under the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act, the Historic Preservation Act, the Marine Mammal Protection Act, the Bald and Golden Eagle Protection Act, Coastal Zone Management Act, and other federal statutes. The Trustees will consider public comment and information relevant to environmental concerns bearing on the proposed actions or their impacts. Final determination on this project will be included in the final Phase III ERP/PEIS and Record of Decision.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00238

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Brian Spencer

SUBJECT:

BRUCE BEACH LEASE

RECOMMENDATION:

That City Council authorize the termination of the lease agreement with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach premises.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 8, 2014, City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission ("FWC") for the Bruce Beach property for the purpose of developing a fisheries, habitats, and education, research and restoration facility to be known as the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

In an email dated June 4, 2018, FWC's Assistant General Counsel notified the City Attorney that FWC desired to terminate the lease for the Bruce Beach premises. FWC has executed the necessary documents to allow the lease to be terminated by the Parties.

PRIOR ACTION:

June 20, 2011 - City Council authorized the Mayor to enter into lease negotiations with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach location for the Florida Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

May 8, 2014 - City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission for the property commonly known as "Bruce Beach" for the purpose of developing the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

December 8, 2016 - City Council conducted a quasi-judicial hearing and approved the Waterfront

Redevelopment District Site Plan for the Florida Fish and Wildlife Conservation Commission Gulf Coast Marine Fisheries Hatchery and Enhancement Center to be located at 453 West Main Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Termination of the lease will result in a loss of \$50 in annual lease revenue.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Fish Hatchery Lease

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

HOLD HARMLESS. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Commission and agrees to be fully liable for any damages proximately caused by said acts or omissions. The Commission, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Commission and nothing herein shall be construed as consent by the City or the Commission to be sued by third parties in any matter arising out of this Lease.

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Magellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

[Signature]
Print Name: Harold Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00239

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

BRUCE BEACH LEASE

RECOMMENDATION:

That City Council authorize the termination of the lease agreement with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach premises.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 8, 2014, City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission ("FWC") for the Bruce Beach property for the purpose of developing a fisheries, habitats, and education, research and restoration facility to be known as the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

In an email dated June 4, 2018, FWC's Assistant General Counsel notified the City Attorney that FWC desired to terminate the lease for the Bruce Beach premises. FWC has executed the necessary documents to allow the lease to be terminated by the Parties.

PRIOR ACTION:

June 20, 2011 - City Council authorized the Mayor to enter into lease negotiations with the Florida Fish and Wildlife Conservation Commission for the Bruce Beach location for the Florida Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

May 8, 2014 - City Council authorized the Mayor to execute a lease agreement with the Florida Fish and Wildlife Conservation Commission for the property commonly known as "Bruce Beach" for the purpose of developing the Gulf Coast Marine Fisheries Hatchery and Enhancement Center.

December 8, 2016 - City Council conducted a quasi-judicial hearing and approved the Waterfront Redevelopment District Site Plan for the Florida Fish and Wildlife Conservation Commission Gulf Coast Marine Fisheries Hatchery and Enhancement Center to be located at 453 West Main Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Termination of the lease will result in a loss of \$50 in annual lease revenue.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Fish Hatchery Lease

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

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Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

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from any of Commission's obligations or responsibilities under this Lease.

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- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
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- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

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Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
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Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

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Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

HOLD HARMLESS. The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City of Pensacola, as a local governmental body of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Commission and agrees to be fully liable for any damages proximately caused by said acts or omissions. The Commission, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Commission and nothing herein shall be construed as consent by the City or the Commission to be sued by third parties in any matter arising out of this Lease.

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Magellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

[Signature]
Print Name: Harold Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00217

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

AMERICAN CREOSOTE SITE

RECOMMENDATION:

That City Council provide direction regarding the future of the American Creosote Site.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The American Creosote Site is entering the remediation process and is expected to be ready for reuse within 3 years. Reuse planning has been conducted with the neighborhood and is being finalized in order to shape the site remediation.

A UWF Environmental Planning class is working with EPA and a local architectural firm to design a park concept and present to City Council. The design project may be submitted as a candidate for the CivicCon Empowering Neighborhoods Grant Contest.

City staff has conducted most of its due diligence regarding this property and is now looking for direction from the City Council as action The Council would like to take with this property; options include but are not be limited to, possession via eminent domain, purchase, donation or no action.

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 criteria under CERCLA Section 101(40) to protect from Superfund Liability.

January 12, 2017 - City Council approved Legislative Action Item 16-00330, Acquisition of the Former American Creosote Works Property (ACW) at Tax Sale Auction.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Park Draft Concept
- 2) Parcels Ownership Status

PRESENTATION: Yes

Park Concept 1 – All property



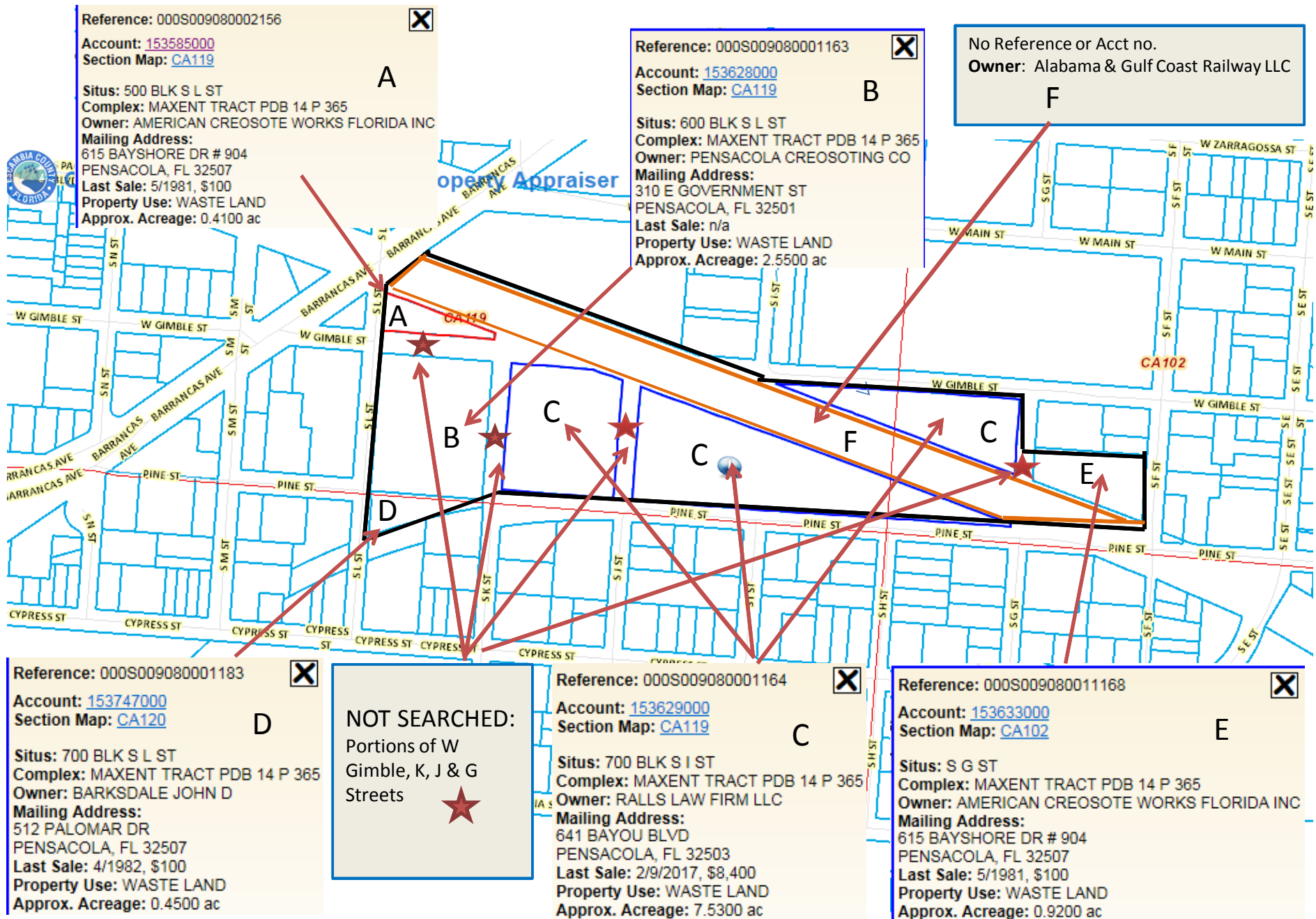
-  Include Pine Street in Park dimensions
-  Parking, entrance roads
-  Bike trail
-  Trees around perimeter
-  Walking trails
-  Amphitheater
-  Stage
-  Concession stand
-  Art Walk
-  Neighborhood Memorial Area



Park Concept 2 – Just Proposed City Properties



-  Include Pine Street in Park dimensions;
-  Perimeter Trees;
-  Not Park/City properties;
-  Multi use trails;
-  Soccer Field;
-  Neighborhood Memorial;
-  Art Walk;
-  Concession Stand and Stage;
-  Ampitheater;





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00218

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

APPROVAL OF REAL PROPERTY PURCHASE AND SALE AGREEMENT FOR 901 W. BLOUNT STREET

RECOMMENDATION:

That the City Council approve the Real Property Purchase and Sale Agreement for the purchase of the property at 901 W. Blount Street from Billiken Group, LLC in the amount of \$190,500. Further, that the City Council authorize the CRA Chairperson to execute all documents necessary for purchase of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The approved FY 2017/2018 and FY 2018/2019 CRA Work Plans identify the development of the West Moreno Area Stormwater Park, including necessary property acquisition. The project will add amenities to the City's planned stormwater pond expansion project at Lee and F Streets, creating a dual purpose, neighborhood enhancing facility.

The City has received a grant from FDEM to help abate future flooding of the localized area through expansion of the existing stormwater facility, including the acquisition of several adjacent properties. To create the dual purpose facility, the CRA will acquire four (4) adjacent parcels as depicted on the attached map.

Billiken Group, LLC, owner of the parcel at 901 W. Blount Street, was contacted and an offer was made based on a fair market value appraisal performed by independent MAI certified appraisers. The offer was accepted by the property owner. A Real Property Purchase and Sale Agreement signed by the owner is attached. Acquisition of this and the remaining three parcels needed to develop the park will be funded from the 2017 Westside Redevelopment Revenue Bond proceeds. It is anticipated that the fifth parcel will be obtained from Baptist Hospital.

PRIOR ACTION:

April 10, 2017 - CRA approved the FY 2017/2018 CRA Work Plan identifying the West Moreno Area Stormwater Park.

August 07, 2017 - CRA adopted Supplemental Budget Resolution #2017-9 appropriating funding in connection with the Westside Redevelopment Revenue Bond Issue 2017.

August 10, 2017 - City Council adopted Supplemental Budget Resolution #17-39 appropriating funding in connection with the Westside Redevelopment Revenue Bond Issue 2017.

May 7, 2018 - CRA approved the FY 2018/2019 Work Plan identifying the West Moreno Area Stormwater Park.

FUNDING:

Budget:	\$ 202,500	
Actual:	\$ 190,500	Land Purchase
	7,000	Acquisition Services Consultant Fee
	2,200	Estimated Closing Costs
	<u>725</u>	Appraisal Fees
	<u>200,425</u>	Sub-Total
	<u>2,005</u>	1% Contingency
	\$ <u>202,430</u>	Total Estimated Cost

FINANCIAL IMPACT:

Funds are available from the Westside Redevelopment Revenue 2017 Issue Bond Proceeds.

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) 901 W. Blount Street - Purchase Agreement
- 2) 901 W. Blount Street - Property Appraisal
- 3) W. Moreno Stormwater Park Acquisition Map
- 4) W. Moreno Stormwater Park Concept

PRESENTATION: No

REAL PROPERTY PURCHASE AND SALE AGREEMENT

Property Address: 901 West Blount Street, Pensacola, FL

Billiken Group, LLC (hereinafter "Seller" whether singular or plural) and COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA ("Buyer"), hereby agree that the Seller shall sell and Buyer shall buy the following described real property upon the following terms and conditions, which include any Addenda and the attached Standards For Real Estate Transactions:

1. **PROPERTY DESCRIPTION.** The real property located at 901 West Blount Street, Pensacola, Escambia County, FL, Escambia County Parcel Identification Number 00S009050016054 (the "Premises" or "Property"), described on Exhibit "A" attached hereto and incorporated herein by reference. This sale includes all existing fixtures and any utility buildings on-site, but not including None (which Seller shall remove prior to closing; failing which, such items of personal property shall convey to Buyer at closing), located on the Premises.

2. **PURCHASE PRICE.** Buyer shall pay Seller ONE HUNDRED NINETY THOUSAND FIVE HUNDRED Dollars and 00/100 (\$190,500.00) ("Purchase Price").

3. **CLOSING.** Buyer shall pay cash at closing. Closing shall occur at, and owner's title insurance issued by Buyer's attorney or representative.

Buyer shall pay all closing costs ***other than*** deed documentary stamp tax, Seller's estimated pro-rata share of ad valorem property tax for the current year, payments made in exoneration of liens which constitute encumbrances against the Property, and curative title work which Seller shall undertake to the extent necessary to convey marketable title to Buyer, which amounts shall be paid by Seller. Notwithstanding the foregoing, Seller shall pay Seller's attorney, if any.

4. **APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY ("CRA") and CITY COUNCIL.** ***This contract to purchase and sell real property is specifically contingent upon the formal approval of the CRA and The City of Pensacola duly acting through the City Council. If the CRA or The City fails to so approve this contract on or before July 31, 2018, then this Agreement shall be of no further use or effect.***

5. **TITLE EVIDENCE.** Seller affirms that Seller has, or will have as of closing, marketable title to the Property; otherwise, in accordance with Standard A.

6. **TIME FOR ACCEPTANCE AND EFFECTIVE DATE.** Buyer shall have until _____ [ten (10) days if blank] following execution by the Buyer to accept this contract.

7. **CLOSING DATE AND OCCUPANCY.** This transaction shall be closed on or before thirty (30) days following approval by the CRA and The City of Pensacola, unless extended by other provisions of this Contract or mutual agreement. Buyer will take occupancy after closing, except as may be agreed by the Parties. Seller shall deliver Property broom-clean and free of debris at closing.

8. **RESTRICTIONS, EASEMENTS, LIMITATIONS.** The Buyer shall take title subject to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas, and mineral rights of record;

public utility easements of record; taxes for the year of closing (which shall be prorated through closing) and subsequent years; provided, however, that there exists at closing no violation of the foregoing.

9. REAL ESTATE PROFESSIONALS. Buyer and Seller each acknowledge that there are no real estate professionals involved in this transaction, other than the following:

Hayes Consulting Services, LLC – paid by Buyer

If Seller is represented by a real estate professional as listed above, the commission for such shall be paid by Seller. If Seller is represented by a real estate professional, Seller shall provide Buyer with copy of current unexpired listing or other representation agreement on or before ten (10) days from the Effective Date hereof; failing which the Seller shall be deemed to be unrepresented by a real estate professional for all purposes hereof.

Buyer and Seller shall each indemnify and hold harmless the other party from all claims of any other real estate professional who represents either party.

10. AS IS; CONDITION OF PREMISES. ***Buyer shall accept the Premises in its condition AS IS as of the effective date hereof.*** If vacant, Seller affirms and represents that the Premises are vacant, and that there is no person other than Seller in possession of the Premises whatsoever. Seller shall maintain the Premises in its current condition until closing, and shall discontinue all utilities as of closing. Seller shall deliver Property broom-clean and free of debris at closing.

11. NOTICE. Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person to the following named parties, (ii) sent by same day or overnight courier service, or (iii) sent by certified or registered United States mail, return receipt requested, postage and charges prepaid, to the following addresses:

SELLER: Billiken Group, LLC
3697 Laurel Lee Blvd.
Pace, Florida 32571

With copy to: _____

BUYER: COMMUNITY REDEVELOPMENT AGENCY
Attn: Helen Gibson, AICP, CRA Administrator
222 West Main Street
Pensacola, FL 32502

With Copy to Closing Agent, as determined by BUYER.

PRIOR TO SIGNING THIS CONTRACT, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ ALL PAGES OF THIS CONTRACT AND THE STANDARDS FOR REAL ESTATE TRANSACTIONS ATTACHED.

Seller:



Billiken Group, LLC

Date: 4/30, 2018

Buyer:

**COMMUNITY REDEVELOPMENT AGENCY
OF CITY OF PENSACOLA**

P. C. Wu, Chairperson

Date: _____, 2018

A1100055.DOC

STANDARDS FOR REAL ESTATE TRANSACTIONS

Property Address: 901 West Blount Street, Pensacola, Escambia County, Florida

- A. EVIDENCE OF TITLE:** Evidence of title shall mean a title insurance commitment agreeing to issue a policy of title insurance insuring marketable title to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Buyer shall have twenty (20) from receiving evidence of title or until closing, if closing is scheduled within such period to examine same. If title is found defective, Buyer shall within twenty (20) days after receipt of the title commitment, but in no event later than the scheduled closing date, notify Seller in writing specifying the defect(s). If any such defect(s) render title unmarketable, Seller shall have a reasonable time, not to exceed ninety (90) days from receipt of notice within which to remove said defect(s), and if Seller is unsuccessful in removing them within said time, Buyer shall have the option of either (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall forthwith be returned to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Contract; however, Seller agrees that he will, if title is found to be unmarketable, use diligent effort to correct the defect(s) in title within the time period therefore, including the bringing of necessary suits or estate administration.
- B. This Paragraph Intentionally Deleted.**
- C. SURVEY:** Buyer may obtain boundary survey at its own expense. If a flood elevation is required, it shall be at the expense of the Buyer. If the survey, certified by a registered Florida surveyor, shows any encroachment of said Property or that improvements located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants, or applicable governmental regulations, the same shall be treated as a title defect.
- D. TERMITES:** No later than three (3) days prior to the scheduled closing date, the party paying for the inspection shall have the buildings inspected by a certified pest control operator to determine whether there is any visible active termite infestation, wood rot, or visible existing damage in the buildings. Yard buildings and Fences which are not included in appraisal are to be conveyed 'As Is' except that the Seller agrees to treat any active infestation found. If Seller is informed of any of the foregoing, Seller will have until the scheduled closing date to have all damages, whether visible or not, inspected and estimated by a licensed building or general contractor. Seller shall have the option to pay the costs of treatment and repair and proceed with closing. Should Seller elect not to pay, the Buyer shall have the option of canceling this Contract by giving written notice to Seller, or Buyer may elect to proceed with the transaction. "Termites" shall be deemed to include all wood-destroying organisms required to be reported under the Florida Pest Control Act.
- E. INGRESS AND EGRESS:** Seller warrants that there is ingress and egress to the Property sufficient for the intended use as described hereinabove the title to which is in accordance with Standard A.
- F. LIENS:** Seller shall, both as to the Property and personally being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved within said time, Seller shall deliver a lien affidavit reciting that, in fact, all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing. At Buyer's option Seller's affidavit shall include an attestation by the Seller as to the absence of pending proceedings or bankruptcy actions that might affect title to the Property; the absence of boundary line disputes; absence of any adverse claim to the Seller's title to or possession of the Property; the Seller's United States tax payer identification number; and if Seller is not a U.S. citizen that proof of compliance with IRS Code is furnished.
- G. TIME:** Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.
- H. PRORATIONS:** Taxes to be prorated and escrowed with Tax Collector per FS 196.295, Florida Statutes. Assessments, rent, interest, condominium maintenance fees, homeowner association fees, insurance and other expenses and revenue of the Property shall be prorated through the day prior to closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by said prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessments and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, the taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. Any tax proration based on an estimate shall not be readjusted upon receipt of tax bill unless a statement to that effect is signed at closing.
- I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens, including (without limitation) condominium and homeowner assessment liens, as of date of closing (and not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer; provided, however, that where the improvements have been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate by the public body or condominium association or homeowner association of the assessment for the improvement.

J. INSPECTIONS, REPAIR AND MAINTENANCE: Buyer shall accept the property in its condition AS IS on the effective date of the contract.

Between the Effective Date and closing, Seller shall maintain the property (including the lawn) and personalty in the condition herein represented and warranted, ordinary wear and tear excepted.

Seller's responsibility in connection with the Property shall cease at closing (except any disclosures required of Seller under Standard "R" below). Closing shall constitute Buyer's acceptance of the Property unless provision is otherwise made in writing. Buyer and Seller agree that the real estate professionals involved shall have no liability concerning the condition of the property.

K. RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and costs of restoring same do not exceed three percent (3%) of the Purchase Price, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this Contract with cost therefore escrowed at closing. In the event the cost of repair or restoration exceeds three (3%) percent of the Purchase Price, Buyer shall have the option of either taking the Property as is, together with either the said three (3%) percent or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Contract and receiving a return of all deposit(s) made hereunder.

L. ATTORNEY FEES AND COSTS: In connection with any litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

M. DEFAULT: If Buyer fails to perform this Contract within the time specified (including payment of a Deposit hereunder), the Deposit paid by the Buyer aforesaid may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon all parties shall be relieved of all obligations under the Contract. If, for any reason other than failure of Seller to render title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may, at its option, seek specific performance or elect to receive the return of his deposit(s) without thereby waiving any action for damages resulting from Seller's breach. Notwithstanding the previous provisions of this paragraph, with the exception of any default based on a party not closing in a timely manner in accordance with the foregoing provisions hereof, neither party shall be deemed to be in default until the party seeking to declare a default has given the other party five (5) days written notice (exclusive of weekends and holidays) of his intention to declare such a default, and said defaulting party has failed to cure the default within the five (5) day period.

N. PERSONS BOUND AND NOTICE: This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

O. CONVEYANCE: Seller shall convey title to the Property by statutory warranty, trustee, personal representative or guardian deed, as appropriate to the status of Seller, subject only to matters contained in hereinabove or as otherwise set forth herein and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be conveyed by an absolute bill of sale with warranty of title, subject to such liens as may be otherwise provided for herein.

P. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

Q. REPRESENTATIONS: Buyer agrees that he has personally visited the Property and has not relied upon any representations made by any real estate professional in describing any aspect of the Property, including, but not limited to the presence or existence of toxic waste or hazardous substances, the square footage of the improvements on the Property, the availability of any particular purchase money financing, the boundaries of the Property, or any matters which could be revealed by a survey, title search, or professional inspection of the Property. Buyer and Seller hereby release any real estate professional involved in this transaction from any claim, rights of action or suits related to any of the aforesaid matters.

R. SELLER REPRESENTATIONS AND DISCLOSURES: Seller represents that Seller does not know of any material facts which affect the value of the Property other than those which Buyer can readily observe or which are known by or have been disclosed to Buyer.

ENERGY EFFICIENCY: Buyer may, at Buyer's expense, have the Property's energy efficiency rating determined.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Buyer may, at Buyer's expense, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, Seller may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.

FLOOD ZONE: Buyer is advised to verify by survey, with the lender and with appropriate government agencies whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

HOMEOWNERS ASSOCIATION: If Buyer will be obligated to be a member of a homeowners association, Buyer should not execute this Contract until Buyer has received and read the Homeowners Association Disclosure.

LEAD-BASED PAINT: If the real property includes pre-1978 residential housing, then a Lead-Based Paint Disclosure rider is mandatory.

S. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Contract in conflict therewith.

I have read and agree to these Standards for Real Estate Transactions

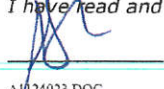


Exhibit "A"

Legal description of Property located at 901 West Blount Street, Pensacola, FL

000S009050016054

E1/2 OF LT 16 ALL LTS 17 18 BLK 54 NORTH HILL HIGHLANDS PLAT DB 62 P 244 ALSO NLY 10 FT OF
ALLEY ADJOINING S LI OF SD LTS VACATED BY ORD 60-80 OR 7659 P 1733 CA 107

	Client File #:	Appraisal File #:		TP18016Z-5/RL
	Summary Appraisal Report • Residential			
	Appraisal Company: Fruitticher Lowery Appraisal Group			
	Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504			
Phone: (850) 477-0419		Fax: (850) 477-7931		Website:
Appraiser: Tim H. Philpot		Co-Appraiser: Rodger K. Lowery, MAI		
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: State Certified Residential Appraiser		Other Professional Affiliation: State Certified General Appraiser		
E-mail: TPhilpot@Flag1.Net		E-mail: rlowery@Flag1.Net		
Client: City of Pensacola		Contact: Helen Gibson, CRA Director		
Address: 222 W. Main Street, Pensacola, FL 32502				
Phone: 850-436-5650		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 901 W. Blount Street				
City: Pensacola		County: Escambia		State: FL ZIP: 32501
Legal Description: East 1/2 of Lot 16, all of Lots 17 & 18, Block 54, North Hill Highlands Plat (Deed Book 62/PG 244)				
Tax Parcel #: 00-0S-00-9050-016-054		RE Taxes: 1,580		Tax Year: 2017
Use of the Real Estate As of the Date of Value: Single Family Residential				
Use of the Real Estate Reflected in the Appraisal: Single Family Residential				
Opinion of highest and best use (if required): Single Family Residential				
SUBJECT PROPERTY HISTORY				
Owner of Record: Billiken Group LLC				
Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the Escambia County Property Appraiser's Office, the subject property was purchased on 01/26/2017 for \$55,000 (OR Book 7659/PG 1733). According to the Escambia County Property Appraiser's Office, there have been no other sales of the subject property in the prior 3 years.				
Description and analysis of agreements of sale (contracts), listings, and options: There was no sales agreement provided to the appraiser.				
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 175,000		
Indication of Value by Cost Approach		\$ Not Applicable		
Indication of Value by Income Approach		\$ Not Applicable		
Final Reconciliation of the Methods and Approaches to Value: The subject property was recently acquired and the new owner is completely renovating the home at the present time. The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. Based upon a direct comparison of the subject property to recently sold competing properties, the sales comparison approach reflected a market value for the subject "as-is" of \$175,000. The appraisers estimate that it will take approximately \$25,000 to finish renovating the property.				
Opinion of Value as of: 02/14/2018		\$ 175,000		
Exposure Time: 3-6 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 #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

ASSIGNMENT PARAMETERS

Intended User(s):	City of Pensacola		
Intended Use:	For use by the client for additional surface drainage in this area.		
<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:	02/14/2018
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.) No hypothetical conditions are being used.			
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.) No extraordinary assumptions are being used.			
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: 02/14/2018 Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected subject property and neighborhood, measured house, researched 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: N/A Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: N/A	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: In addition to the physical inspection of the subject property, I also researched sales in the neighborhood for similar competing homes to use for direct comparison in the sales comparison approach. The sales were confirmed with at least one of the parties to the sale and then adjusted for any differences. Each adjusted sale indicated a value that was then reconciled into a final value opinion.

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

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

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>\$15,000</td> <td>Low</td> </tr> <tr> <td>\$900,000</td> <td>High</td> </tr> <tr> <td>\$175,000</td> <td>Predominant</td> </tr> <tr> <td></td> <td>0</td> </tr> <tr> <td></td> <td>100+</td> </tr> <tr> <td></td> <td>65</td> </tr> </table>		Price	Age	\$15,000	Low	\$900,000	High	\$175,000	Predominant		0		100+		65	Neighborhood Land Use <table> <tr> <td>1 Family</td> <td>92%</td> <td>Commercial</td> <td>5%</td> </tr> <tr> <td>Condo</td> <td>%</td> <td>Vacant</td> <td>1%</td> </tr> <tr> <td>Multifamily</td> <td>2%</td> <td></td> <td>%</td> </tr> </table>	1 Family	92%	Commercial	5%	Condo	%	Vacant	1%	Multifamily	2%		%	Neighborhood Name: North Hill Highlands Area PUD ☐ Condo ☐ HOA: \$ N/A/ Amenities: N/A
Price	Age																												
\$15,000	Low																												
\$900,000	High																												
\$175,000	Predominant																												
	0																												
	100+																												
	65																												
1 Family	92%	Commercial	5%																										
Condo	%	Vacant	1%																										
Multifamily	2%		%																										

Market area description and characteristics: The subject property is located in a predominantly residential neighborhood west of "E" Street and south of Blount Street. This is an older residential area that continues to receive steady demand and average marketability due to the neighborhood being in close proximity to shopping, public schools, medical services, recreational facilities and downtown Pensacola. Baptist Hospital is located approximately two blocks northwest of the subject site and is considered the largest employer in the immediate area. Existing development in the immediate area ranges from older, modest homes to very good quality single family residential properties. North Hill, one of the best quality subdivisions in Pensacola, is located just a few blocks east of the subject site. Downtown Pensacola is located approximately two miles southeast of the property and provides a vast number of employment opportunities.

SITE ANALYSIS

Dimensions: 75' x 150'	Area: 11,250 Sq.Ft.
View: Corner Residential	Shape: Rectangular
Drainage: Appears 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: R-1AAA (Single Family) ☒ Legal ☐ No zoning ☐ Legal, non-conforming ☐ Illegal	Covenants, Condition & Restrictions ☐ Yes ☐ No ☒ Unknown Documents Reviewed ☐ Yes ☒ No Ground Rent \$ N/A /

Utilities		Off Site Improvements	
Electric ☒ Public ☐ Other Gas ☒ Public ☐ Other Water ☒ Public ☐ Other Sewer ☒ Public ☐ Other	Street ☒ Public ☐ Private Asphalt Alley ☒ Public ☐ Private Vacated-See Legal Sidewalk ☐ Public ☐ Private None Street Lights ☒ Public ☐ Private		

Site description and characteristics: The subject site is located on the southwest corner of "E" Street and Blount Street. The property is rectangular in shape and contains 11,250 square feet. The lot is basically level and appears to have satisfactory surface drainage. All public utilities are available at the site. There were no adverse site conditions noted at the time of the 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. The home is being completely renovated and updated at this time.

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 67	Effective Age: 3
☐ Existing ☒ Under Construction ☐ Proposed ☐ Attached ☒ Detached ☐ Manufactured ☐ Modular					
Other:					
Exterior Elements	Roofing: Composition	Siding: Brick/Hardie Plank		Windows: Insulated	
☐ Patio		☐ Deck	☒ Porch Front	☐ Pool	☒ Fence Privacy
Other:					
Interior Elements	Flooring: Tile/Hardwood	Walls: Sheetrock		☐ Fireplace #	
Kitchen: ☒ Refrigerator ☒ Range ☒ Oven ☒ Fan/Hood ☐ Microwave ☒ Dishwasher Countertops: Granite					
Other:					
Foundation	☒ Crawl Space Piers		☒ Slab Concrete		☐ Basement
Other: Home has both crawl space and slab foundation.					
Attic	☐ None ☐ Scuttle		☒ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central		Fuel: Electric		Air Conditioning: Central
Car Storage	☒ Driveway Concrete		☐ Garage	☐ Carport	☐ Finished
Other Elements	Detached storage building, covered Bar BQ shelter.				

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	Area	1				4	2	Closet		1,661
Level 2											
Finished area above grade contains:	Bedroom(s): 4					Bath(s): 2			GLA: 1,661		

Summarize Above Grade Improvements: As previously mentioned in the report, the new owner is currently completely renovating the home. New improvements finished or will be completed include: roof, HVAC system, electrical & plumbing system, tile floors, refinished hardwood floors, sheetrock walls, kitchen cabinets & appliances, granite counter tops, crown molding, baseboards, privacy fence and concrete driveway.

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: N/A

Discuss physical depreciation and functional or external obsolescence: Based upon my interior and exterior inspection, the subject property has an estimated effective age of 3 years based on the current renovation of the home and excluding the needed repairs. Considering a 60 year life, the age/life method of depreciation would indicate the improvements have depreciated approximately 5%. There was no functional obsolescence reflected in the floor plan nor external obsolescence observed in the neighborhood.

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The subject property is a 4 BR/2 Bath ranch designed home that was originally built in 1951. The home was just purchased on 01/27/2017 for \$55,000. The new owner is currently renovating the entire home. Unfinished repairs at the time of the appraiser's inspection include: 1. Installing the kitchen cabinets and appliances. 2. Refinishing the existing hardwood floors. 3. Installing tile flooring in other parts of the home. The completed renovation work has been done in a professional workmanlike manner. The home is in better condition to the typical home in this area.

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

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	901 W Blount St Pensacola, FL 32501						
Proximity to Subject							
Data Source/ Verification							
Sales Price	\$		\$		\$		\$
Price / Sq.Ft.	\$		\$		\$		\$
Sale Date	N/A						
Location							
Site Size	11,250 Sq.Ft.						
Site View	Corner Residential						
Site Improvements							
Net Adjustment		☐ + ☐ -	\$	☐ + ☐ -	\$	☐ + ☐ -	\$
Indicated Value		Net Adj. %		Net Adj. %		Net Adj. %	
		Gross Adj. %	\$	Gross Adj. %	\$	Gross Adj. %	\$
Prior Transfer History							

Site Valuation Comments:**Site Valuation Reconciliation:****Opinion of Site Value****\$ Not Applicable**

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

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	1,661	Sq. Ft @ \$	= \$
Finished Below Grade Area		Sq. Ft @ \$	= \$
Unfinished Below Grade Area		Sq. Ft @ \$	= \$
Other Area		Sq. Ft @ \$	= \$
Car Storage		Sq. Ft @ \$	= \$
			\$
			\$
			\$

Total Estimated Cost New

\$

Less Depreciation

Physical	5.00	% = \$	
Functional		% = \$	
External		% = \$	
Total Depreciation		\$	

Depreciated Value of Improvements

\$

Contributory Value of Site Improvements

\$

\$

\$

\$

Opinion of Site Value

\$

Not Applicable

Indicated Value

\$

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):**Cost Approach Reconciliation:****Indication of Value by Cost Approach****\$ Not Applicable**

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

INCOME APPROACH**Market Rent Analysis**

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	901 W Blount St Pensacola, FL 32501			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	\$	\$	\$	\$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		\$	\$	\$
Location	W. Blount Street			
Site/View				
Quality of Construction	Above Average			
Age	A-67/E-3			
Condition	Unfinished			
Above Grade Bedrooms	Bedrooms 4	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 2	Baths	Baths	Baths
Gross Living Area	1,661 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 H/AC			
Car Storage				
Net Adjustment		☐ + ☐ - \$	☐ + ☐ - \$	☐ + ☐ - \$
		Net Adj. %	Net Adj. %	Net Adj. %
Indicated Market Rent		Gross Adj. % \$	Gross 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 \$ Not Applicable

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	901 W Blount St Pensacola, FL 32501	1708 Sonia St Pensacola, FL 32502		1720 Sonia St Pensacola, FL 32502		1229 W Government St Pensacola, FL 32502	
Proximity to Subject		1.83 miles S		1.83 miles S		1.37 miles S	
Data Source/ Verification		MLS Sale #521492 Pensacola MLS/Realtor		MLS Sale #520805 Pensacola MLS/Realtor		MLS Sale #519262 Pensacola MLS/Realtor	
Original List Price	\$ N/A	\$ 220,785		\$ 217,300		\$ 214,900	
Final List Price	\$ N/A	\$ 220,785		\$ 222,300		\$ 214,900	
Sale Price	\$ N/A	\$ 220,785		\$ 226,160		\$ 214,900	
Sale Price % of Original List	N/A %	100.0 %		104.1 %		100.0 %	
Sale Price % of Final List	N/A %	100.0 %		101.7 %		100.0 %	
Closing Date	N/A	01/30/2018		12/22/2017		01/16/2018	
Days On Market	N/A	5		42		74	
Price/Gross Living Area	\$ N/A	\$ 133.97		\$ 137.23		\$ 165.95	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash or Equiv.	Conv. Mtg.		VA Mortgage		Conv. Mtg.	
Concessions	None	None noted		None noted		None noted	
Contract Date	N/A	07/19/2017		08/23/2017		04/12/2017	
Location	W. Blount Street	Sonia Street		Sonia Street		W. Government	
Site Size	11,250 SF	5,000 SF		5,000 SF		3,600 SF	
Site Views/Appeal	Residential/Avg	Residential/Avg		Residential/Avg		Residential/Avg	
Design and Appeal	1 Story-Average	2 Story-Average		2 Story-Average		1 Story-Average	
Quality of Construction	Above Average	Superior	-10,000	Superior	-10,000	Superior	-10,000
Age	A-67/E-3	A-0/E-0	-8,800	A-0/E-0	-8,600	A-0/E-0	-8,500
Condition	Unfinished	Good	-25,000	Good	-25,000	Good	-25,000
Above Grade Bedrooms	Bedrooms 4	Bedrooms 3		Bedrooms 3		Bedrooms 3	
Above Grade Baths	Baths 2	Baths 2.1	-1,500	Baths 2.1	-1,500	Baths 2	
Gross Living Area	1,661 Sq.Ft.	1,648 Sq.Ft.		1,648 Sq.Ft.		1,295 Sq.Ft.	+21,600
Below Grade Area	N/A	N/A		N/A		N/A	
Below Grade Finish	N/A	N/A		N/A		N/A	
Other Area	None	None		None		None	
Functional Utility	Average	Good		Good		Good	
Heating/Cooling	Central H/AC	Central H/AC		Central H/AC		Central H/AC	
Car Storage	Open Parking	2 Car Garage	-10,000	2 Car Garage	-10,000	Open Parking	
Fireplace, Stg., etc.	Stg. Bldg./BarBQ	None	+1,500	None	+1,500	Fireplace/Stg.	-1,500
Fence, Sprinkler, etc.	Fence	Fence/Sprinkler	-1,500	Fence/Sprinkler	-1,500	Fence	
Porch etc.	Porch/Steps	Porch/OP	-500	Porch/OP	-500	Porches	-1,000
Net Adjustment (total)		☐ + ☒ - \$ -55,800		☐ + ☒ - \$ -55,600		☐ + ☒ - \$ -24,400	
Adjusted Sale Price		Net Adj. 25.3 % Gross Adj. 26.6 % \$ 164,985		Net Adj. 24.6 % Gross Adj. 25.9 % \$ 170,560		Net Adj. 11.4 % Gross Adj. 31.5 % \$ 190,500	
Prior Transfer	01/26/2017-\$55,000	No Sales Noted Prior Year		No Sales Noted Prior Year		No Sales Noted Prior Year	
History	OR Book 7659/PG 1733						

Comments and reconciliation of the sales comparison approach:

There has been a scarcity of sales of similar renovated properties in the subject neighborhood; thus, the appraisers had to expand their parameters to find suitable sales for direct comparison. Comparables #1 and #2 are new dwellings recently constructed by Adams Homes on homesites on Sonia Street. Sale #3 is a new home by Olde City Developers in a new development on W. Government Street. The selected comparables were all superior in effective age & condition; thus, negative adjustments were required primarily due to the unfinished condition of the subject property. All of the sites were smaller in size but were considered to have approximately the same value as the subject property. Comp. #3 has less total gross living area and required an upward adjustment of \$21,600 based on the depreciated estimated replacement cost new minus 25% for high cost items common to all homes. After adjustments, the attached comparables indicate a market value range between \$164,985 and \$190,500, reconciled at \$175,000.

Indication of Value by Sales Comparison Approach**\$ 175,000**

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Client:	City of Pensacola	Client File #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

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 #:	
Subject Property:	901 W. Blount Street, Pensacola, FL 32501	Appraisal File #:	TP18016Z-5/RL

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 not a Member, Candidate or Practicing Affiliate of the Appraisal Institute.

▪ 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 Tim H. Philpot
 Name Tim H. Philpot
 Report Date February 26, 2018
 Trainee ☐ Licensed ☐ Certified Residential ☒ Certified General ☐
 License # Cert Res RD#934 State FL
 Expiration Date 11/30/2018

CO-APPRAISER:

Signature Rodger K. Lowery
 Name Rodger K. Lowery, MAI
 Report Date February 26, 2018
 Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒
 License # Cert Gen RZ#1922 State FL
 Expiration Date 11/30/2018

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January 2013

Legal Description Map

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				

escpaLegal 000S009050016054

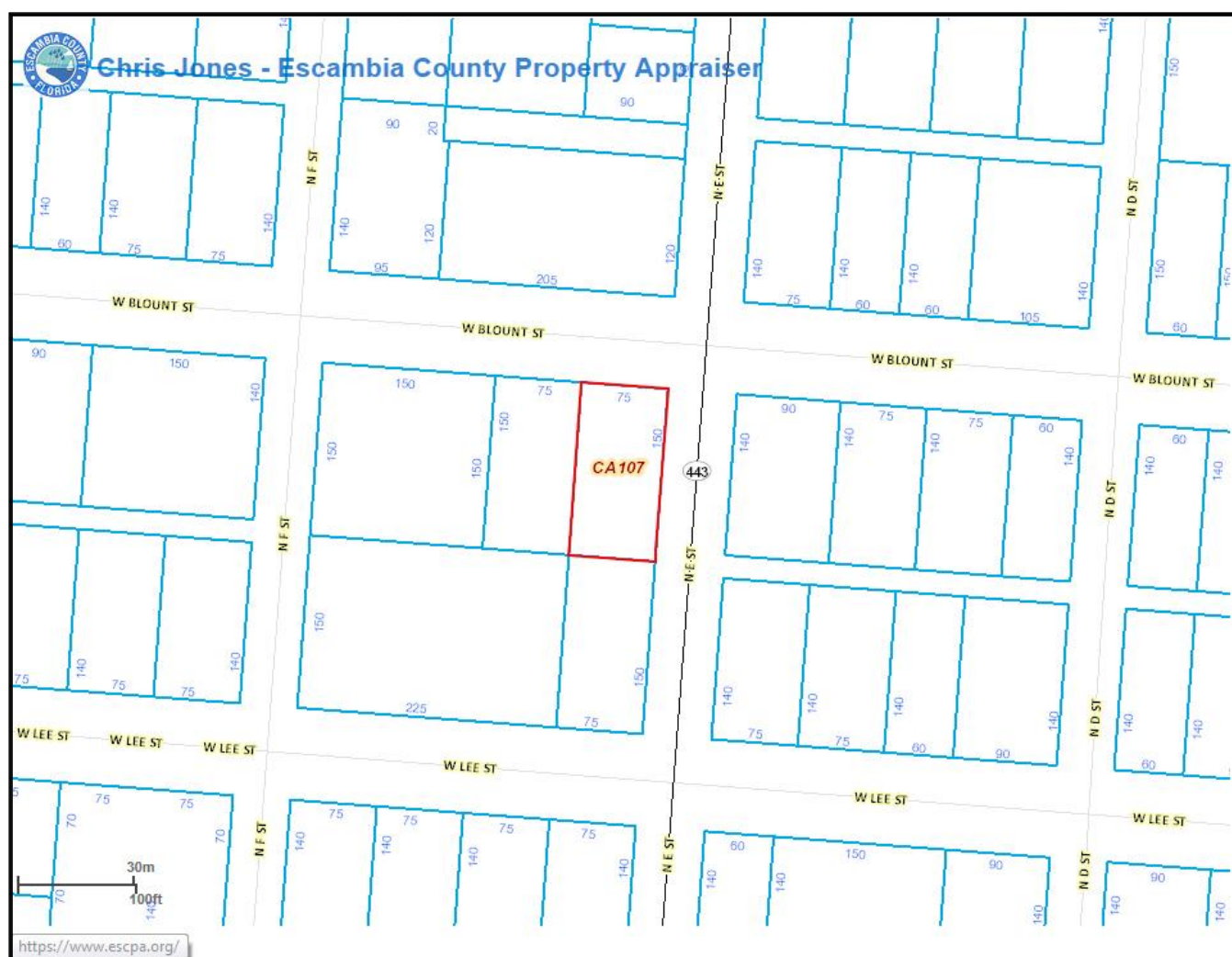
Page 1 of 1

Escambia County Property Appraiser
000S009050016054 - Full Legal Description

E1/2 OF LT 16 ALL LTS 17 18 BLK 54 NORTH HILL HIGHLANDS PLAT DB 62 P 244 ALSO NLY 10 FT OF ALLEY
 ADJOINING S LI OF SD LTS VACATED BY ORD 60-80 OR 7659 P 1733 CA 107

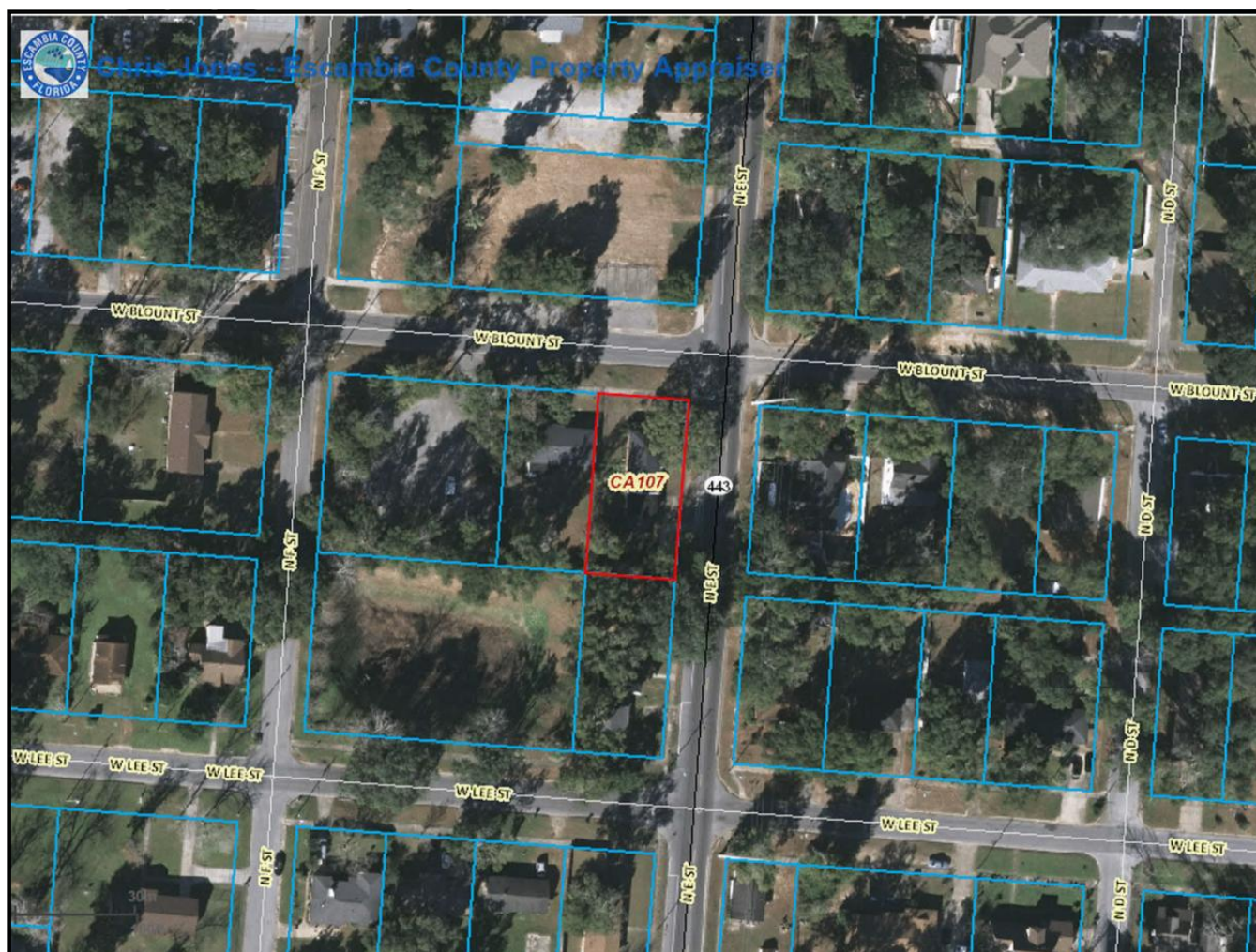
Site Map

Borrower/Client	City of Pensacola			
Property Address	901 W. Blount Street			
City	Pensacola	County	Escambia	State FL Zip Code 32501
Lender	City of Pensacola			



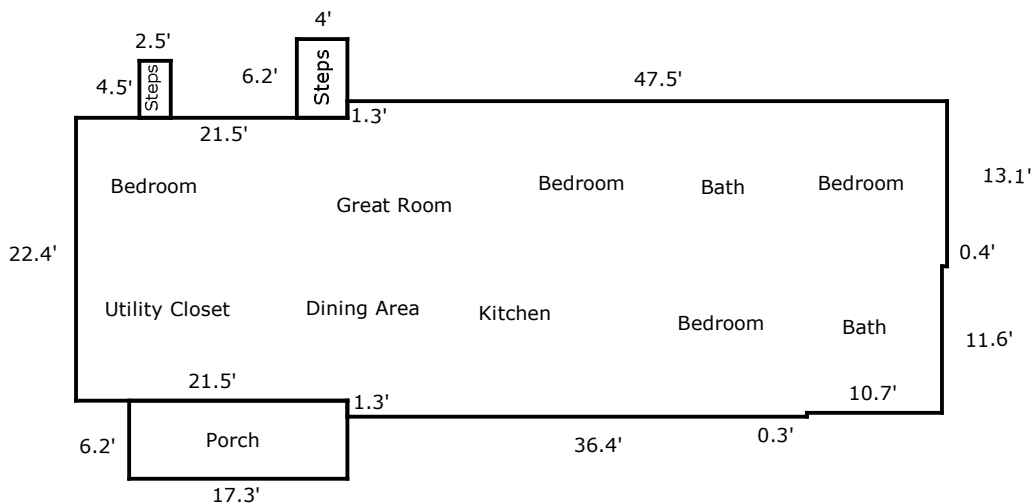
Aerial Map

Borrower/Client	City of Pensacola			
Property Address	901 W. Blount Street			
City	Pensacola	County	Escambia	State FL Zip Code 32501
Lender	City of Pensacola			



Building Sketch

Borrower/Client	City of Pensacola			
Property Address	901 W. Blount Street			
City	Pensacola	County	Escambia	State FL Zip Code 32501
Lender	City of Pensacola			



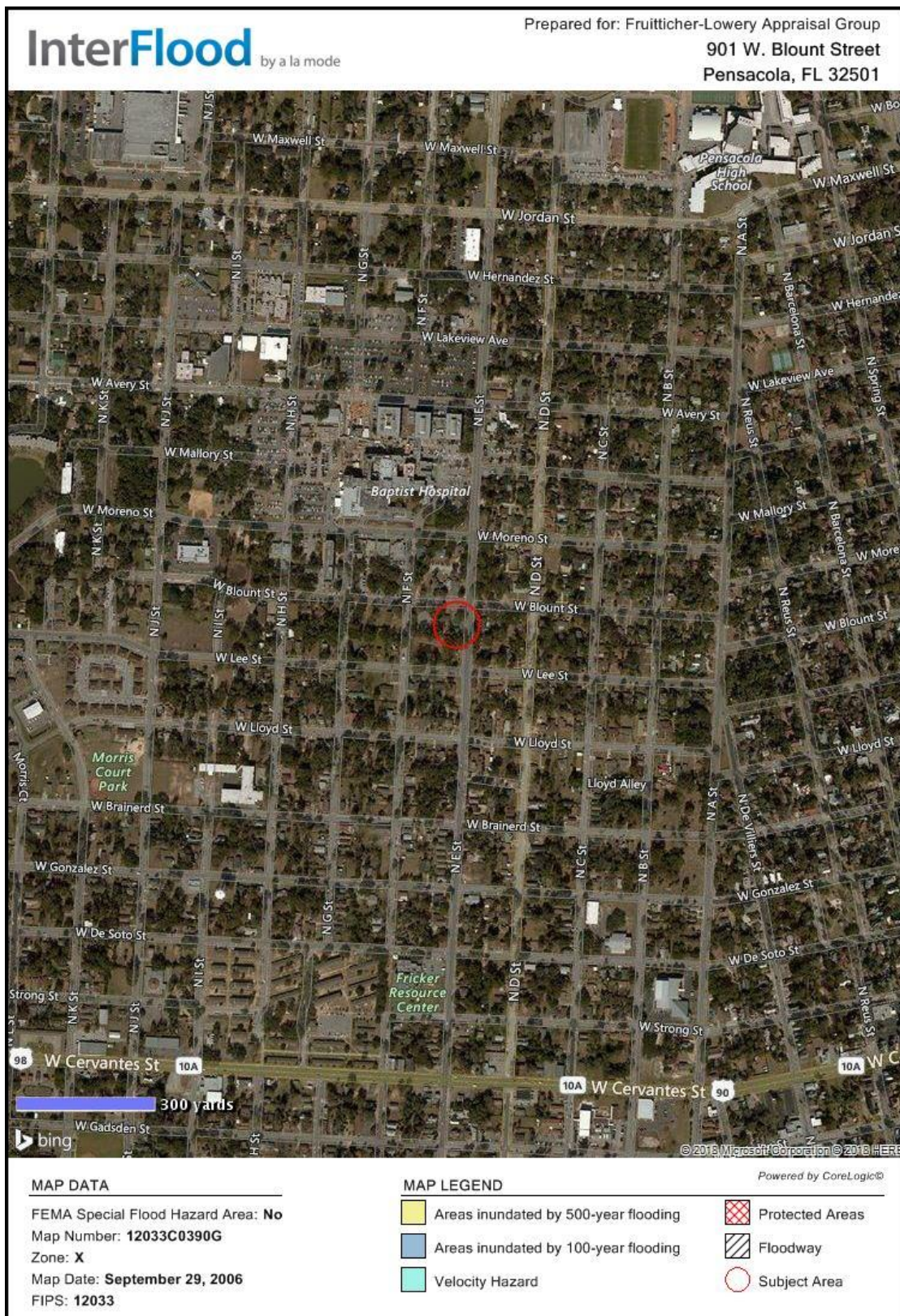
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details
First Floor	1661.13 Sq ft	$22.4 \times 21.5 = 481.6$ $25 \times 36.4 = 910$ $10.7 \times 11.6 = 124.12$ $13.1 \times 11.1 = 145.41$
Total Living Area (Rounded):	1661 Sq ft	
Non-living Area		
Rear Steps	24.8 Sq ft	$4 \times 6.2 = 24.8$
Steps	11.25 Sq ft	$2.5 \times 4.5 = 11.25$
Porch	107.26 Sq ft	$6.2 \times 17.3 = 107.26$

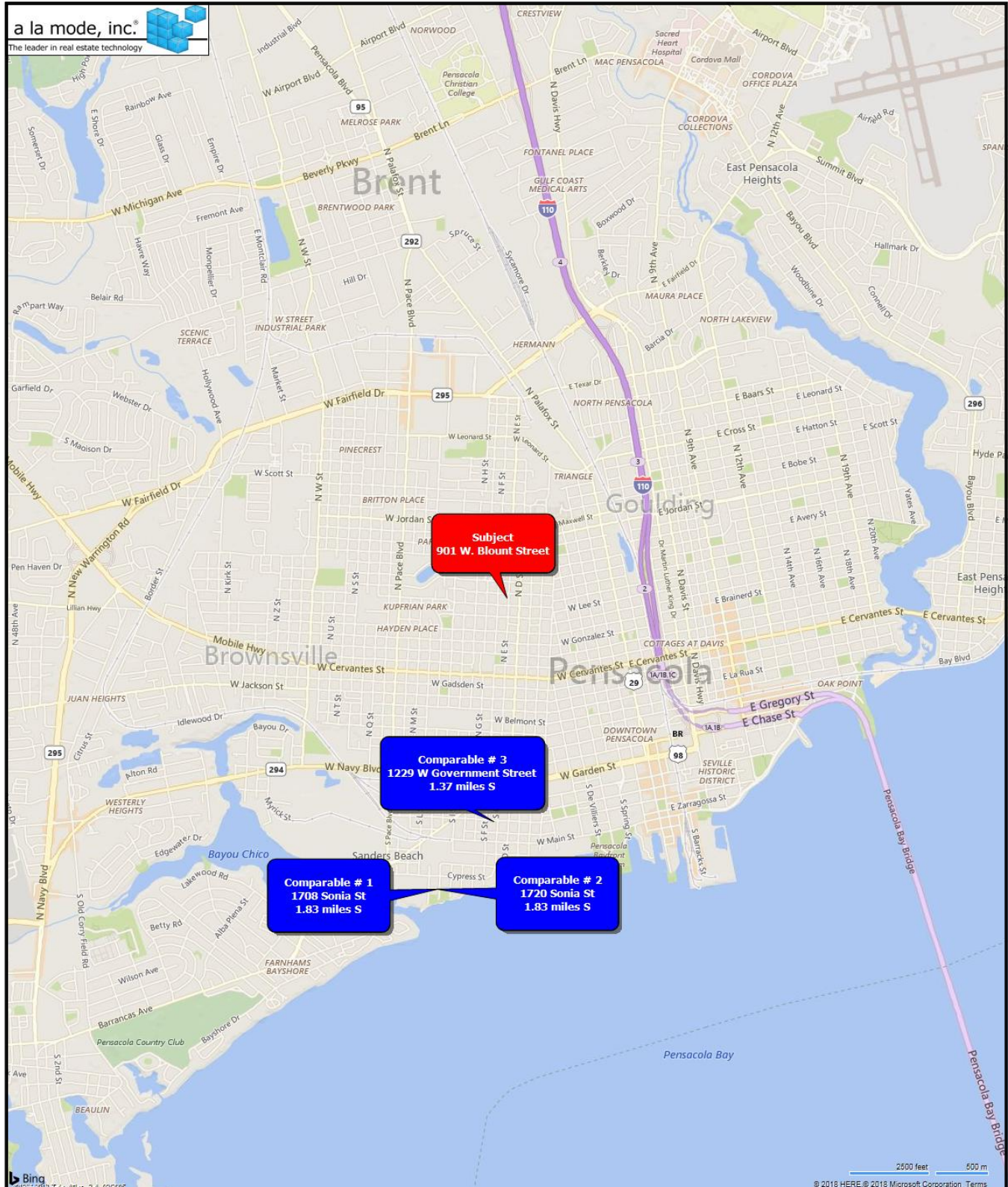
Flood Map

Borrower/Client	City of Pensacola			
Property Address	901 W. Blount Street			
City	Pensacola	County	Escambia	State FL Zip Code 32501
Lender	City of Pensacola			



Comparable Sales Map

Borrower/Client	City of Pensacola			
Property Address	901 W. Blount Street			
City	Pensacola	County	Escambia	State FL Zip Code 32501
Lender	City of Pensacola			



Subject Photo Page

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				



Front View

901 W Blount St
 Sales Price N/A
 Gross Living Area 1,661
 Total Rooms
 Total Bedrooms 4
 Total Bathrooms 2
 Location W. Blount Street
 View Residential/Avg
 Site 11,250 SF
 Quality Above Average
 Age A-67/E-3



Rear View



Street View

Subject Photo Page

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				

**North View**

901 W Blount St
 Sales Price N/A
 Gross Living Area 1,661
 Total Rooms
 Total Bedrooms 4
 Total Bathrooms 2
 Location W. Blount Street
 View Residential/Avg
 Site 11,250 SF
 Quality Above Average
 Age A-67/E-3

**South View****Another Street View**

Subject Interior Photo Page

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				



Great Room

901 W Blount St
 Sales Price N/A
 Gross Living Area 1,661
 Total Rooms
 Total Bedrooms 4
 Total Bathrooms 2
 Location W. Blount Street
 View Residential/Avg
 Site 11,250 SF
 Quality Above Average
 Age A-67/E-3



Kitchen



Dining Area

Subject Interior Photo Page

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				



Bedroom

901 W Blount St
 Sales Price N/A
 Gross Living Area 1,661
 Total Rooms
 Total Bedrooms 4
 Total Bathrooms 2
 Location W. Blount Street
 View Residential/Avg
 Site 11,250 SF
 Quality Above Average
 Age A-67/E-3



Bath



Bedroom

Subject Interior Photo Page

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				



Bedroom

901 W Blount St
 Sales Price N/A
 Gross Living Area 1,661
 Total Rooms
 Total Bedrooms 4
 Total Bathrooms 2
 Location W. Blount Street
 View Residential/Avg
 Site 11,250 SF
 Quality Above Average
 Age A-67/E-3



Bath



Bedroom

Subject Interior Photo Page

Borrower/Client	City of Pensacola				
Property Address	901 W. Blount Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32501
Lender	City of Pensacola				



Utility Closet

901 W Blount St	
Sales Price	N/A
Gross Living Area	1,661
Total Rooms	
Total Bedrooms	4
Total Bathrooms	2
Location	W. Blount Street
View	Residential/Avg
Site	11,250 SF
Quality	Above Average
Age	A-67/E-3



Storage Bldg./BarBQ



Another Rear View

Comparable Photo Page

Borrower/Client	City of Pensacola			
Property Address	901 W. Blount Street			
City	Pensacola	County	Escambia	State FL Zip Code 32501
Lender	City of Pensacola			



Comparable 1

1708 Sonia St
 Prox. to Subject 1.83 miles S
 Sales Price 220,785
 Gross Living Area 1,648
 Total Rooms
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location Sonia Street
 View Residential/Avg
 Site 5,000 SF
 Quality Superior
 Age A-0/E-0



Comparable 2

1720 Sonia St
 Prox. to Subject 1.83 miles S
 Sales Price 226,160
 Gross Living Area 1,648
 Total Rooms 2.1
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location Sonia Street
 View Residential/Avg
 Site 5,000 SF
 Quality Superior
 Age A-0/E-0



Comparable 3

1229 W Government St
 Prox. to Subject 1.37 miles S
 Sales Price 214,900
 Gross Living Area 1,295
 Total Rooms 2
 Total Bedrooms 3
 Total Bathrooms 2
 Location W. Government
 View Residential/Avg
 Site 3,600 SF
 Quality Superior
 Age A-0/E-0

West Moreno Stormwater Park Targeted Acquisition Map



Alternative Concept
Lee Street Closed

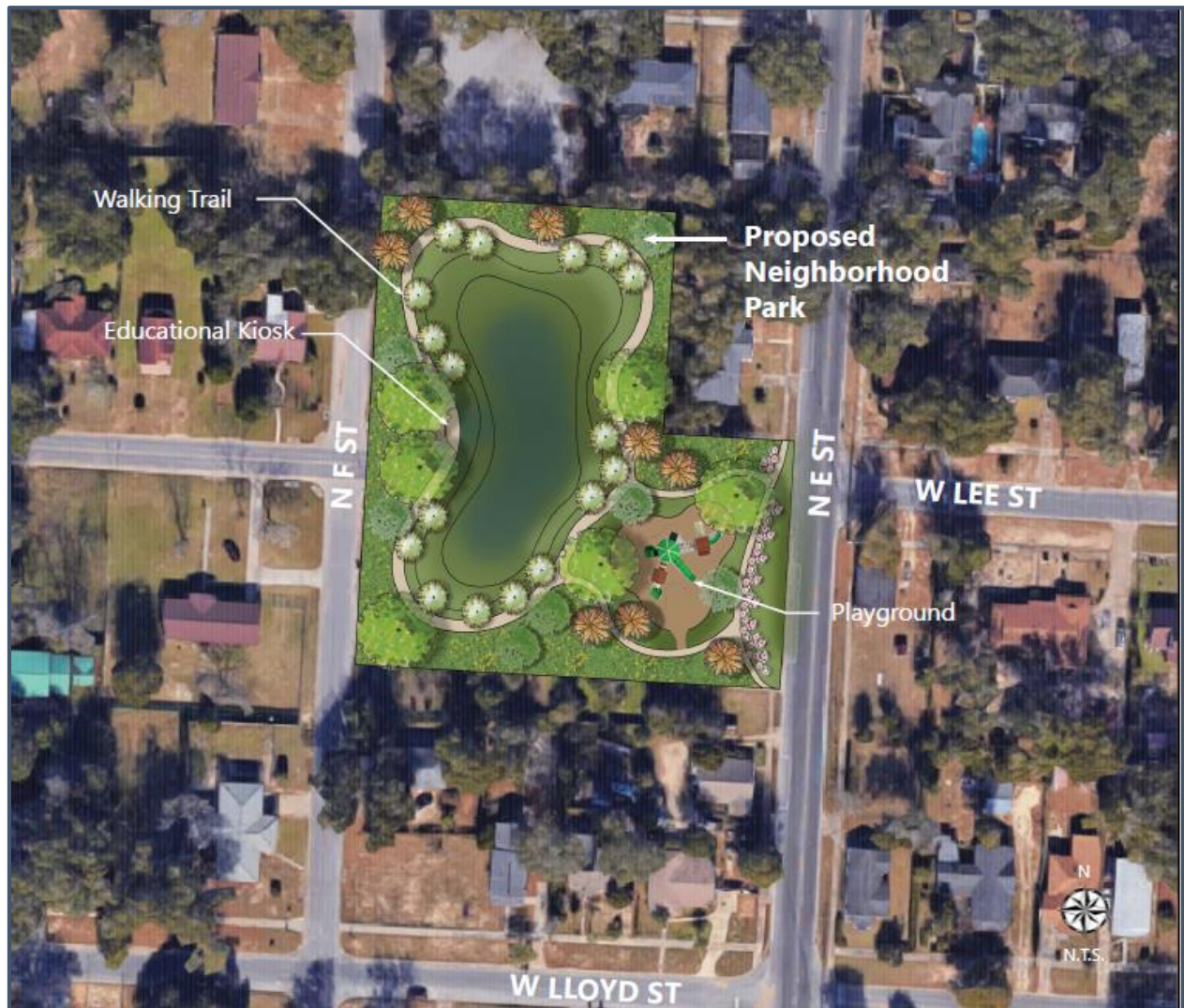


Figure 3-3



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00234

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES WITH EMERALD COAST UTILITIES AUTHORITY

RECOMMENDATION:

That City Council approve an Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables with Emerald Coast Utilities Authority. Further, that City Council authorize the Mayor to take all action necessary to execute an agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City's Sanitation Services and Fleet Management (Sanitation Services) Department began a city-wide recycling program in fiscal year 2009. By converting twice weekly garbage collection to once-per-week garbage collection and once-per-week recyclable material collection, customers receive the same level of service at no additional cost.

In order for the City to continue to offer a recyclable collection service, it must have an agreement for recyclable processing services. At present, Emerald Coast Utilities Authority ("ECUA") operates the only Municipal Recycling Facility ("MRF") in our region that is capable of processing the recyclable material collected by Sanitation Services. The proposed Interlocal Agreement clarifies the terms and conditions under which the City may deliver its collected recyclables to the ECUA MRF.

Key provisions of the agreement include:

- The initial term of the agreement will be from July 1, 2018 to September 25, 2019.
- The ECUA MRF will accept various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The list of recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

- The City shall be either compensated or charged for the recyclables it collects and delivers to the ECUA MRF for processing in accordance with a sliding rate scale. The rate scale will be based on the Average Market Value ("AMV") of recyclable material in the Southeastern United States as established by the *RISI/OBM* and *Recyclingmarkets.net* market indices described in Exhibit A of the agreement.

The market for recyclable materials fluctuates greatly and prices for recyclables have recently been under considerable downward pressure. The total AMV per ton of recyclables has declined by 11% since January 2018. Based on the calculation for May 31, 2018, the AMV per ton of recyclable material delivered to the ECUA MRF was \$79.03. Applying that AMV to the sliding rate scale in the agreement, ECUA would charge the City a \$7.00 per ton tipping fee. Should the AMV drop an additional 5%, the AMV would be \$75.00 and the tipping fee would increase to \$14.00 per ton. The AMV would need to reach \$105.01 (a 33% increase from the May 31 AMV) before the City would receive a share of the revenue from the sale of recyclables processed at the ECUA MRF.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Costs associated with processing the recyclable materials collected by Sanitation Services will be based on the AMV per ton of recyclables. Based on the calculation for May 31, 2018, ECUA would charge the City a \$7.00 per ton tipping fee. Staff will continue to monitor the AMV for recyclables. Should the AMV for recyclable materials continue to decline, consideration of a recycling fee to absorb the cost of processing recyclables may be necessary in the future.

CITY ATTORNEY REVIEW: Yes

6/5/2018

STAFF CONTACT:

Eric W. Olson, City Administrator

Doug Resmondo, Acting Sanitation Services and Fleet Management Director

ATTACHMENTS:

- 1) Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables with Emerald Coast Utilities Authority

PRESENTATION: No

INTERLOCAL AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES

This Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables (hereinafter “Agreement”) is made and entered into as of this ____ day of _____, 2018, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter “City”), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 (each at times also being referred to as a “Party” or collectively as “Parties”).

W I T N E S S E T H:

WHEREAS the City Council of the City of Pensacola and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS Source Separated Recyclables are collected in the City of Pensacola through a curbside recycling collection program operated by the City;

WHEREAS the Source Separated Recyclables collected in the City of Pensacola must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Municipal Recycling Facility (MRF) which is capable of processing Source Separated Recyclables;

WHEREAS the City would like to deliver all of the Source Separated Recyclables collected by the City in its curbside recycling program to the ECUA MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use;

WHEREAS the Parties desire to clarify the terms and conditions under which the City may deliver and the ECUA MRF may accept Source Separated Recyclables collected by the City.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by a governmental authority.

2.2 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.3 *ECUA MRF* -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.4 *Effective Date* -- shall mean July 1, 2018, and the first day on or after that date on which the City collects Source Separated Recyclables and the ECUA MRF is operating and begins accepting Source Separated Recyclables delivered to it from the City.

2.5 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and

containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.6 *Hazardous Waste* -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals, livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable

Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.7 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.8 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions

or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as “white goods” including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a “waste ban,” shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 25, 2019. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the ECUA MRF, all SSR collected within the City of Pensacola.¹

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%)

¹The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be liable for a processing fee of \$250 per load plus the disposal costs attributable to that entire rejected load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.² Moreover, in the event that the City's SSR has excess Reject contamination on three separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify the City from further deliveries. In an effort to avoid such a termination, however, ECUA shall comply with an escalating reporting requirement for the rejection of loads because of excess contamination, as follows: (1) for the first such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the City Director of Sanitation Services the day the rejection recurs; (2) for the second such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the City Administrator the day the rejection occurred; and (3) for the third such rejection within a thirty (30) day period, ECUA shall both e-mail and telephone the Mayor.

c. *Compensation/Charges to City.* The City shall be compensated/charged quarterly for each ton of SSR processed at the ECUA MRF, in accordance with paragraph 6 of this Agreement, below.

d. *Recovered Materials Report and Composition Study.* The Parties recognize that subsequent to acceptance at the ECUA MRF, the SSR subject to this Agreement will likely be commingled with materials from other entities. Therefore, in order to facilitate Florida Department of Environmental Protection reporting requirements, the City has provided a composition study dated October 25, 2016 which identifies the overall percentages of Recyclable Materials contained within the City's SSR. This composition study shall be used, in conjunction with market indices and other studies, to determine the Average Market Value of the SSR delivered to the ECUA MRF, as set forth in paragraph 6, below, and the Exhibit A referenced therein.

²In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

Notwithstanding the foregoing, either Party may obtain one or more additional composition studies in the event that Party believes the City's SSR is materially different than what is reflected in the most recent composition study. Each such composition study shall be prepared by a third party acceptable to both Parties who is recognized in the industry as being experienced in conducting such composition studies. The third party shall be selected by the Party requesting the composition study, and the approval of this third party shall not be unreasonably withheld by the other Party. The third party selected to perform a composition study shall prepare the methodology for that composition study which is consistent with industry practices, with cooperation and input from both Parties.

If a Party requests a composition study during the initial term of this Agreement, as set forth in paragraph 3, above, then the Party requesting it shall be the one remunerating the third party conducting it, but both Parties shall receive copies of that composition study. Provided, however, if the initial term of this Agreement is extended for two or more years, the City will obtain another composition study in a fashion consistent with this paragraph at the City's expense.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Pensacola will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

6. Compensation/Charges for Delivered Recyclables. The Parties acknowledge and understand that the market for various Recyclable Materials fluctuates greatly based upon various market conditions. In order to reflect that reality, and make this Agreement viable and mutually beneficial, the Parties agree that the City shall be either compensated or charged for the SSR processed at the ECUA MRF in accordance with the document attached hereto as Exhibit A, which is hereby incorporated by reference as if fully set forth herein, based upon weights measured at the scale house

operated by Escambia County at the Perdido Landfill. However, on each September 26 in which this Agreement remains in effect, a new Exhibit shall be prepared in which each number in Exhibit A shall be automatically adjusted by one hundred percent (100%) of the percentage change in the most recently published Consumer Price Index for All Urban Consumers (the "CPI-U"), South Region, 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics, over the twelve (12) months immediately preceding that date.

7. Billing. ECUA shall send a bill to the City within thirty (30) days of the end of each quarter of the calendar year which reflects all charges and credits due to the Parties pursuant to paragraph 6, above. All charges and/or credits shall be paid by the respective Party within forty-five (45) days of the end of each quarter of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables; Delivery of said SSR; and Tonnage Limit.

a. *Collection and Delivery Requirements.* The City presently provides for the collection of residential solid waste within its jurisdiction and offers curbside collection of Source Separated Recyclables. The City agrees to keep the curbside collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR that is

collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b, above, the City shall not be in breach of this Agreement by delivering such contaminated load/s directly to the Perdido Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately 2,500 tons of SSR are generated and collected within the jurisdiction of the City per year. Despite the requirements in paragraphs 4.a and 11.a above that all SSR be delivered to ECUA, the City is limited to delivering 3,000 tons of SSR per year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. Notices. All notices called for under this Agreement shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City:

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

With a copy to:

Sanitation Services/Fleet Management Director
City of Pensacola
100 West Leonard Street
Pensacola, Florida 32501

To ECUA:

Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

14. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

15. ECUA's Right to Refuse to Accept SSR and Parties Right to Cancel for Convenience. Notwithstanding the provisions of paragraph 4, above, in the event that the operator of the ECUA MRF declares a Shutdown, ECUA and the ECUA MRF shall be under no obligation to accept any SSR from the City and the City may dispose of it without cost or penalty through the duration of that Shutdown. Moreover, in the absence of a Shutdown, ECUA, acting through its Executive Director, may cancel this Agreement for convenience on one week's written notice notwithstanding the provisions of paragraph 3 above.

16. 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 shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. ECUA further agrees to:

a. Keep and maintain public records required by the City to perform services under this Agreement.

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 from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the City.

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

IF ECUA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY

ATTORNEY, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502,
PHONE: (850) 435-1715, publicrecordscityofpensacola.com.

17. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

18. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

19. Governing Law. This Agreement shall be governed by 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 lie in Escambia County, Florida.

20. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

21. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

22. 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 or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

23. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

24. No Waiver. The failure of a 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.

25. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26. Recording. This Agreement shall be filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for such filing.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Pensacola, Florida, a political subdivision of the State of Florida acting by and through its duly authorized City Council.

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

By: _____
Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

Eric W. Olson, City Administrator

Lysia Bowling, City Attorney

**EMERALD COAST UTILITIES
AUTHORITY**, a local governmental body,
corporate and politic, acting by and through its
duly authorized Board.

By: _____
Lois Benson, Chairman

ATTEST:

By: _____
Secretary

EXHIBIT “A”

Calculation of Average Market Value of Source Separated Recyclables

The Parties acknowledge that the Average Market Value (AMV) of the City’s Source Separated Recyclables (SSR) must be based upon certain assumptions and estimates, as it is impractical to individually assess the composition of each load of SSR delivered to the ECUA MRF by the City. Consequently, the material percentages reflected in the City’s most recent composition study, as referenced or contemplated by paragraph 4.d, shall be deemed the best estimate of the composition of the City’s SSR.

The Parties also acknowledge that the City is but one of many polities delivering SSR to the ECUA MRF. Just as the City’s SSR must be estimated based upon its composition study, other estimations must also occur in reference to the SSR generated in other jurisdictions/areas. Moreover, it is impractical for ECUA to determine the individual AMV of each SSR stream.

Consequently, AMV shall be determined based upon an aggregation of the various composition studies of those entities which contribute SSR to the ECUA MRF.

AMV will be computed for the ECUA MRF as a whole using market indices reflecting the average value, in the Southeastern United States, of each Recyclable Material included in the SSR delivered to the ECUA MRF. Those market indices are designated as the RISI/OBM index and the [Recyclingmarkets.net](#) index, as appropriate, for the Southeastern United States.¹ Those indices are intended to reflect average values; they are not intended to equate to the revenue received by ECUA.

For the purpose of calculating AMV, the value of Rejects shall remain fixed at zero dollars.

¹If at any time during the term of this Agreement, RISI/OBM and/or [Recyclingmarkets.net](#) no longer post or otherwise provide an applicable market index, then the Parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information, and this selection shall be memorialized in writing.

ECUA shall calculate the AMV of all Recyclables delivered to the ECUA MRF each calendar month. AMV calculations for each month shall be based upon the market indices first posted in the month. ECUA's calculation of AMV shall be deemed accurate, absent manifest error.

For illustrative purposes, Table A-1 calculates the AMV per ton for the SSR delivered to the ECUA MRF as a whole based upon the commodity prices first posted in the month identified. The AMV, computed in this fashion, will then be applied to Table A-2 to determine the compensation/charge to the City. The appropriate figure in Table A-2 will then be multiplied by the tonnage of SSR delivered to the ECUA MRF by the City for each month. The City shall then be compensated/charged accordingly on a quarterly basis, as set forth in paragraph 4.c of the Agreement.

Thus, if the City delivered to the ECUA MRF 400 tons of SSR in January, 2018; 300 tons of SSR in February, 2018, and 350 tons of SSR in March, 2018, based upon the information contained in Tables A-1 and A-2, the computation would be as follows:

January, 2018	$\$89.09 < \$95 \text{ -- } \$0 \times 400 \text{ tons} = \0
February, 2018	$\$89.54 < \$95 \text{ -- } \$0 \times 300 \text{ tons} = \0
March, 2018	$\$86.77 < \$95 \text{ -- } \$0 \times 350 \text{ tons} = \0
Total	$\overline{\$0}$

Accordingly, neither Party would owe the other Party any tipping fee or revenue share for SSR delivered to the ECUA MRF by the City for the first quarter of 2018.

TABLE A-1

		Market Values (\$/ton)												
Material	Index	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Average
Mixed Paper PS#54	RISI/OBM	\$ 32.50	\$ 27.50	\$ 22.50	\$ 7.50									\$ 22.50
SRP PS#56	RISI/OBM	\$ 52.50	\$ 52.50	\$ 47.50	\$ 32.50									\$ 46.25
Cardboard PS#11	RISI/OBM	\$ 110.00	\$ 105.00	\$ 92.50	\$ 82.50									\$ 97.50
Aluminum Cans (Baled)	RecyclingMarkets.net	\$ 1,380.00	\$ 1,450.00	\$ 1,480.00	\$ 1,400.00									\$ 1,427.50
Steel Cans (Baled)	RecyclingMarkets.net	\$ 135.00	\$ 175.00	\$ 175.00	\$ 180.00									\$ 166.25
Mixed Metals	RecyclingMarkets.net	\$ 135.00	\$ 175.00	\$ 175.00	\$ 180.00									\$ 166.25
PET	RecyclingMarkets.net	\$ 270.00	\$ 280.00	\$ 290.00	\$ 305.00									\$ 286.25
Natural HDPE	RecyclingMarkets.net	\$ 640.00	\$ 680.00	\$ 750.00	\$ 750.00									\$ 705.00
Colored HDPE	RecyclingMarkets.net	\$ 320.00	\$ 315.00	\$ 350.00	\$ 380.00									\$ 341.25
Plastics #3-7	RecyclingMarkets.net	\$ (30.00)	\$ (30.00)	\$ (30.00)	\$ (30.00)									\$ (30.00)
Mixed Bulky Rigid	RecyclingMarkets.net	\$ 10.00	\$ 10.00	\$ 10.00	\$ 47.60									\$ 19.40
Mixed Glass	RecyclingMarkets.net	\$ (22.50)	\$ (22.50)	\$ (22.50)	\$ (22.50)									\$ (22.50)
Contamination	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		AMV (\$/ton SSR)												
Material	2017 RCS Composition (% weight)	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Average
Mixed Paper PS#54	22.9%	\$ 7.43	\$ 6.29	\$ 5.15	\$ 1.72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.72
SRP PS#56	5.2%	\$ 2.72	\$ 2.72	\$ 2.46	\$ 1.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.80
Cardboard PS#11	29.1%	\$ 31.96	\$ 30.51	\$ 26.88	\$ 23.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.44
Aluminum Cans (Baled)	1.5%	\$ 21.06	\$ 22.13	\$ 22.59	\$ 21.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.26
Steel Cans (Baled)	1.3%	\$ 1.70	\$ 2.20	\$ 2.20	\$ 2.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.70
Mixed Metals	1.5%	\$ 1.99	\$ 2.58	\$ 2.58	\$ 2.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.82
PET	4.2%	\$ 11.42	\$ 11.84	\$ 12.26	\$ 12.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.03
Natural HDPE	1.3%	\$ 8.39	\$ 8.91	\$ 9.83	\$ 9.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.08
Colored HDPE	1.3%	\$ 4.23	\$ 4.17	\$ 4.63	\$ 5.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.50
Plastics #3-7	0.8%	\$ (0.23)	\$ (0.23)	\$ (0.23)	\$ (0.23)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0.08)
Mixed Bulky Rigid	1.9%	\$ 0.19	\$ 0.19	\$ 0.19	\$ 0.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.12
Mixed Glass	7.8%	\$ (1.76)	\$ (1.76)	\$ (1.76)	\$ (1.76)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0.59)
Contamination	21.3%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total AMV		\$ 89.09	\$ 89.54	\$ 86.77	\$ 80.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28.81

TABLE A-2

Average Market Value	\$45.00	\$55.00	\$65.00	\$75.00	\$ 85.00	\$ 95.00	\$ 105.00	\$ 115.00	\$ 125.00	\$ 135.00	\$ 145.00
	or less	or less	or less	or less	or less	or less	or less	or less	or less	or less	or less
ECUA MRF Tipping Fee	\$ 57.00	\$ 42.00	\$ 28.00	\$ 14.00	\$ 7.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Per ton revenue share	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.00	\$ 10.00	\$ 15.00	\$ 20.00



Memorandum

File #: 18-00241

City Council

6/14/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SETTLEMENT PROPOSAL ENCOMPASSING THE LEASE OF SOUTH PALAFOX PROPERTY FOR DEVELOPMENT OF A MIXED USE RESIDENTIAL/COMMERCIAL CONDOMINIUM BUILDING, THE SALE OF THE PITT SLIP PARCELS, AND AN AGREEMENT ADDRESSING SATISFACTION OF PAYMENT OF PREVAILING PARTY ATTORNEYS' FEES IN THE FISH HOUSE LAWSUIT

RECOMMENDATION:

That the City Council approve a settlement proposal from Seville Harbour, Inc. encompassing: the Ground Lease of South Palafox property for development of a mixed use residential/commercial condominium building with a necessary declaration of surplus by City Council declaring an exigent circumstance exists; and the Purchase and Sale Agreement of the Pitt Slip parcels IA, I and III, with a necessary declaration of surplus and disposition by sale by City Council declaring an exigent circumstance exists; and an agreement addressing Satisfaction of Payment/Release of Prevailing Party Attorneys' Fees in the Fish House lawsuit; and authorize the Mayor to execute all agreements and take all action necessary to complete the transactions.

HEARING REQUIRED: No Hearing Required

SUMMARY:

J. Nixon Daniel and John Daniel of Beggs & Lane RLLP, hereinafter referred to as Attorneys for the City, such attorneys representing the City in all matters herein, have negotiated a settlement proposal with Ray Russenberger, the owner of Seville Harbour, Inc., hereinafter referred to as "Owner," who is also the sub-lessor of all improvements housing the Fish House restaurant under the Pitt Slip Lease to Merrill Land, LLC and who is also the owner of Marina Management Corp. The proposal is as follows:

- i. the City approve the attached Settlement Agreement which provides for (a) the Owner's waiver and release of all claims for attorneys' fees and costs against the City arising out of the Fish House litigation asserted by the Owner to be approximately \$425,000, (b) the sale to Owner of parcels IA, I and III encumbered by the Pitt Slip lease; and (c) a ground lease of certain property on South Palafox Street to Owner for the development of a mixed use residential/commercial condominium building;
- ii. the City approve the attached Purchase and Sale Agreement with Owner for the sale of parcels IA, I and III which are encumbered by the Pitt Slip lease currently in effect with Owner, for the purchase price of

\$630,000 (subject to adjustment based on a current appraisal presently in progress), and all closing costs to be paid by Owner; and

- iii. the City Council approve the attached Ground Lease by City, as lessor, to Owner, as lessee, of certain property on South Palafox Street for a lump sum up-front rent payment of \$370,000 plus the waiver and release of all claims from Seville Harbour, Inc. for attorneys' fees and costs against the City arising out of the Fish House litigation (lump sum up-front rent payment subject to adjustment based on the current appraisal referred to in the preceding paragraph, it being proposed that the sum of (a) the purchase price for the sale of parcels IA, I and III and (b) such up-front rent payment will be \$1,000,000.00). The term of the lease is ninety-nine (99) years. An option to renew for an additional ninety-nine (99) years has been requested but is not included in the Ground Lease. The proposed lease property includes both property currently licensed to Owner with a remaining period of approximately eighty (80) years for limited parking purposes only and a smaller portion of property not yet licensed or leased by City Council, all such property to be developed as a mixed use residential/commercial condominium building to be more particularly described by plans and specifications to be developed by Owner and approved by the Mayor or his designee on behalf of the City;
- iv. upon satisfaction of all contingencies in the attached Settlement Agreement, Ground Lease and Purchase and Sale Agreement, the City accept Owner's waiver and release of any and all claims for attorneys' fees that Owner has or may have against City related to the Fish House lawsuit;
- v. upon satisfaction of all contingencies in the attached Settlement Agreement, Ground Lease and Purchase and Sale Agreement, the City approve the amendment of the current South Palafox Marina Lease and the current South Palafox Commercial Lease to eliminate from each lease any reference to the parcels that will be leased to Owner pursuant to the above-mentioned Ground Lease. Such amendments will eliminate any obligation of the City under the current South Palafox Marina Lease and the current South Palafox Commercial Lease to replace, move or otherwise provide the parking currently located on such parcels. The majority of the proposed project site is currently licensed to Owner for the limited purpose of parking during limited hours. The current license requires Owner to make those parking spaces available to the general public for parking from 6 p.m. to 6 a.m. each day without charge;
- vi. upon satisfaction of all contingencies in the attached Settlement Agreement, Ground Lease and Purchase and Sale Agreement, the City approve the amendment of the current Pitt Slip Lease to eliminate any right of first refusal or any other priority claim which Owner or any of its successors or related entities may have to Parcel II described in that lease;
- vii. to declare as surplus the mixed use residential/commercial condominium site to be leased to Owner pursuant to the above-mentioned Ground Lease, inasmuch as such site has not been previously been declared surplus by City Council and would thus need to be declared surplus by City Council simultaneous to approval of the Ground Lease agreement;
- viii. pursuant to City Ordinance 14-15, which prohibits the declaration of surplus of City-owned properties south of Main Street barring exigent circumstances, to determine that such exigent circumstances exist with the South Palafox Property for, among other reasons, to reach final resolution to the Fish House litigation and to facilitate economic development of the South Palafox parcel which

otherwise might be prevented until the expiration of the current South Palafox Marina Lease and the current South Palafox Commercial Lease; and

- ix. pursuant to City Ordinance 14-15, which prohibits the declaration of surplus and disposal by sale of City-owned properties south of Main Street barring exigent circumstances, to determine that such exigent circumstances exist with Pitt Slip parcels IA, I and III for, among other reasons, to reach final resolution to the Fish House litigation and to facilitate economic development of the South Palafox parcel which otherwise might be prevented until the expiration of the current South Palafox Marina Lease and the current South Palafox Commercial Lease.

Attorneys for the City have advised that any claims for attorney's fees or costs by Merrill Land, LLC have been dismissed by the Courts and are no longer pending. Therefore, this Settlement Agreement represents the final resolution in the Fish House lawsuit and is being presented to City Council for consideration since the settlement includes the sale and lease of real property.

City Council previously conceptually approved a residential condominium building development consisting of eight habitable floors built over the parking on the ground floor. Currently the proposed development will be a mixed use residential/commercial condominium building consisting of three floors with onsite parking.

PRIOR ACTION:

March 9, 2017 - The City Council conceptually approved a proposed South Palafox residential condominium building development plan proposed by Marina Management Corp. and authorized the Mayor to enter into negotiations for a long term lease for such development.

June 12, 1997 - The City initially entered into the 100 year South Palafox Marina Lease Agreement, licensing a portion of the subject property, and there have been several amendments to the original lease since that time, and several assignments related thereto.

November 30, 1998 - The City initially entered into the 30 year Pitt Slip Lease for parcels IA, I and III, and there have been several amendments to the original lease since that time, and several assignments related thereto.

September 18, 1985 - The City initially entered into the 100 year South Palafox Marina Lease Agreement, licensing a portion of the subject property, and there have been amendments to the original lease since that time, and several assignments and a sublease related thereto.

FUNDING:

N/A

FINANCIAL IMPACT:

Attorneys for the City represent that the sale of Pitt Slip Parcels IA, I and III will generate \$630,000 in revenue

to the City (subject to adjustment based on a current appraisal presently in progress). Attorneys for the City represent that the South Palafox Ground Lease will generate a total lump sum up-front rent payment of \$370,000. The City's Attorneys have stated that the up-front rent payment is subject to adjustment based on the appraised value received on the Pitt Slip Parcels and that the sum of both the purchase price of the Pitt Slip Parcels and the up-front rent payment for the South Palafox Lease will be \$1,000,000. Additionally, the Settlement Agreement provides for the waiver and release of all claims from Seville Harbour, LLC for attorneys' fees and costs against the City arising out of the Fish House litigation asserted by the owner to be approximately \$425,000. In summary, the total estimated benefit to the City will be \$1,425,000.

All such revenue from the two real estate transactions, when received, shall be placed in the City's Housing Initiatives Fund. Attorneys for the City represent the parties will sign a release of all claims for attorney's fees associated with the Fish House lawsuit upon satisfaction of all contingencies in the attached Settlement Agreement, Ground Lease and Purchase and Sale Agreement.

CITY ATTORNEY REVIEW: Yes

6/5/2018

Reviewed by Outside Attorneys.

STAFF CONTACT:

Eric W. Olson, City Administrator

ATTACHMENTS:

- 1) Proposed Settlement Agreement
- 2) Proposed South Palafox Ground Lease
- 3) South Palafox Appraisal
- 4) Proposed Pitt Slip Purchase and Sale Agreement
- 5) Pitt Slip Parcels IA, I and III Appraisals (to be distributed upon receipt)

PRESENTATION: Yes

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT and RELEASE is made and entered into on this ____ day of June, 2018, by and between the City of Pensacola (referred to hereinafter as “City”) and Seville Harbour, Inc. (referred to hereinafter as “Seville”).

WITNESSETH:

WHEREAS the parties wish to resolve all remaining issues in the pending litigation styled Seville Harbour, Inc., et al v. The City of Pensacola, Case No. 2014-CA-000081 (the “Civil Action”), in the Circuit Court in and for Escambia County, Florida; and

WHEREAS the City leased and subleased certain property to the predecessor-in-interest of Seville in that certain lease entitled “Pitt Slip Marina Lease Agreement” dated September 18, 1985 (“Lease Agreement”); and

WHEREAS, Seville entered into that certain sublease with Merrill Land , LLC entitled “Pitt Slip Marina Lease Agreement” dated April 21, 2000 (“Sublease Agreement”); and

WHEREAS at the time the Lease Agreement was entered the City did not have the right to sell the property described as Parcel I-A, a parcel that belonged to the State of Florida at the time of the lease and sublease; and

WHEREAS the City has now acquired title to Parcel I-A from the State of Florida for no consideration, and has the right to sell Parcel I-A together with its surrounding and interconnected land lease parcels (Parcel I, the submerged parcel) and Parcel III, described more fully in Exhibit “1” (collectively “the Property”); and

WHEREAS the parties had a dispute as to the terms and conditions of the Lease Agreement, including without limitation the duration of the land lease as to Parcel I-A, a parcel containing valuable improvements built and maintained at the sole expense of the tenant, and at no expense to the City; and

WHEREAS the Circuit Court has given the parties direction as to the interpretation of said Lease Agreement, and all appeals of such decision have been decided; and

WHEREAS under the terms of the Lease Agreement on said parcels the tenant has the exclusive right of possession of said properties for 60 years (having commenced its original 30-year term on September 18, 1985 and renewed for an additional 30 year term)

at consideration, based on the undeveloped property that was leased, that has been approximately \$3,500.00 per month; and

WHEREAS the Property has been appraised by an MIA appraiser in accordance with accepted appraisal methodology, under the assumption that the Court found that both the lease of Parcels I and III and original sublease of Parcel I-A had remaining durations of 30 years; and

WHEREAS the City desires to sell, and Seville desires to purchase, the Property at its full appraised price, a price that takes into consideration the long-term encumbrance of the Lease, and

WHEREAS the City further desires to convert long-term parking rights in a separate and distinct parcel of land identified in Exhibit "2" to allow the construction of a commercial and residential structure that will enhance the tax base for the City, as well as accomplish the City's goal of having a greater residential and commercial presence in the downtown area for the economic benefit of the City, and

WHEREAS the value of the property, and leasehold interest in such property, as described in Exhibit "2," must take into account a license to park which Seville contends would preclude its development by anyone who did not possess such license and must also take into account the unencumbered value of such property, and

WHEREAS the City Council for the City of Pensacola has approved in principal and concept the lease of the property described in Exhibit "2," directing its undersigned Mayor to negotiate a lease for said parcel, and

WHEREAS the City and Seville have reached an agreement in principal for a lease of the land described in Exhibit "2" to construct a commercial and residential structure, and

WHEREAS Seville has offered to pay a lump sum rent for a 99 year lease of the parcel described in Exhibit "2" and the City has found it to be in the best interest of the City to settle pending litigation, sell land at full appraised value, lease land at fair market value, and – by doing so -- add to the City's tax base, and increase the residential and commercial presence in the downtown area as part of the economic enhancement and development of Pensacola,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree that this is a settlement of disputed and uncertain claims and that nothing in this Agreement shall be construed as an admission against interest or an admission of liability.

2. The parties shall enter a Purchase and Sale Agreement in the form attached as Exhibit 1. The Purchase and Sale agreement shall be contingent upon the City approving the Ground Lease as described below.

3. The parties shall enter a Ground Lease in the form attached hereto as Exhibit 2. The Ground Lease shall be contingent upon the City issuing approval of the development proposed by the Lessee or its authorized agent or assignee, including Seville's satisfaction of any parking requirements related to the Ground Lease, and its development, the Marina Lease and the Commercial Lease.

4. The parties agree to execute amendments to the Marina Lease and the Commercial lease eliminating from each lease any reference to the parcels described in Exhibit 2. It is the intent of the parties that the amendment described in this paragraph shall eliminate any obligation of the City to replace, move or otherwise provide the parking currently located on the parcel described in Exhibit 2.

5. The parties agree to execute an amendment to the Pitt Slip Lease to eliminate any right of first refusal or any other priority claim which Seville or any of its successors or related entities may have to Parcel II described in that lease.

6. As consideration for the Purchase and Sale Agreement and Ground Lease approval, Seville agrees to waive, release, its claim to attorney's fees and costs arising from the Civil Action.

7. Upon occurrence of all contingencies and final approval by the City of the Purchase and Sale Agreement and the Ground Lease, Seville shall dismiss with prejudice its claim for attorney's fees and costs pending in the Civil Action.

8. The Parties agree that the terms and conditions of this Agreement shall be binding on Seville and City and their respective successors and assigns.

9. It is the intent of the parties that if any approval or contingency required by this Agreement including, without limitation, Exhibits 1 and 2 hereto, does not occur, then this entire Agreement and all Exhibits hereto shall be deemed null and void and the parties shall be returned to their original positions as of the date this Agreement was entered.

10. The Parties further represent that they have read this Agreement and all Exhibits hereto and understand all of its terms and that they have had the opportunity to

be advised by counsel and agreed to execute this Agreement voluntarily and with full knowledge of its significance.

11. The parties agree that there are no oral representations affecting this agreement that are not contained in this writing.

12. This Agreement shall be deemed to constitute a contract made and entered into under the laws of the State of Florida. For all purposes, this Agreement shall be construed and governed in accordance with the laws of the State of Florida. Any suit regarding this Agreement shall be brought in state court, in a court of competent jurisdiction within the state of Florida, with exclusive venue lying in Escambia County, Florida. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT.

13. If any party to this agreement is required to take action to enforce the rights, duties, obligations, or responsibilities created by this Agreement or by Florida law, the party substantially prevailing on the merits of the issues being contested shall be entitled to recover: all reasonable attorney's fees and all costs and expenses (including, without limitation, court costs); all reasonable attorneys' fees and all costs and expenses incurred on appeal; all reasonable attorneys' fees and all costs for post-judgment proceedings, including without limitation proceedings to establish entitlement to and/or the amount of reasonable attorneys' fees and costs; and all reasonable attorneys' fees and all costs and expenses of collection of a judgment.

14. The Parties agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A copy of this Agreement including, without limitation, the signatures hereto shall have the same force and effect as if it were an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

SEVILLE HARBOUR, INC.,
a Florida corporation

By: _____
Ray Russenberger, Its President

(AFFIX CORPORATE SEAL)

Attest:

Print Name: _____
Its Secretary

SELLER:

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Ashton J. Hayward, Mayor

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Legal in form and valid as drawn:

Approved as to content:

Lysia H. Bowling, City Attorney

Eric Olson, City Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

GROUND LEASE

THIS GROUND LEASE (this "Lease") is made and entered into this ____ day of _____, 2018 (the "Effective Date") by and between the CITY OF PENSACOLA, a Florida municipal corporation ("Lessor"), whose address is 222 W. Main Street, Pensacola, Florida 32502 and SEVILLE HARBOUR, INC., a Florida corporation ("Lessee"), whose address is 850 South Palafox Street, Suite 102, Pensacola, Florida 32502. Lessor and Lessee are collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Lessor is the fee simple owner of that certain parcel of land the City of Pensacola, Escambia County, Florida described in Exhibit "A" attached hereto and incorporated herein by reference (the "Leased Premises"); and

WHEREAS, Lessee desires to lease the Leased Premises from Lessor for the construction, use and operation of certain buildings and improvements described hereinbelow; and

WHEREAS, Lessor is willing to lease the Leased Premises to Lessee, and Lessee is willing to lease the Leased Premises from Lessor, for the purposes, upon the terms and subject to the conditions set forth in this Lease;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and conditions set forth below, the Parties mutually agree, each for itself and its successors, as follows:

1. LEASED PREMISES. Lessor hereby leases the Leased Premises to Lessee and Lessee hereby leases and rents the Leased Premises from the Lessor upon the terms and subject to the conditions of this Lease. Notwithstanding anything in this Lease to the contrary, the Leased Premises are leased subject to the following:

- (a) All matters appearing in the public records of Escambia County, Florida;
- (b) All matters of which Lessee has actual knowledge or constructive knowledge as a matter of law;
- (c) Any state of facts which an accurate survey or physical inspection of the Leased Premises would show;

- (d) All zoning laws, ordinances, resolutions, restrictions, rules and regulations, building and use restrictions and other laws, rules and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, including but not limited to the City of Pensacola acting in its governmental capacity;
- (e) Easements heretofore or hereby granted to or reserved by the City of Pensacola for sidewalks, roads, drives and utilities, if any, located on, over, under or across the Leased Premises; and
- (f) All the terms, covenants, conditions and other provisions of this Lease.

2. USE OF PREMISES. Lessee may use the Leased Premises only for a residential condominium building, provided that the ground floor of such building may include restaurant, office and/or retail sales uses. No other use shall be made of the Leased Premises or any part thereof without the prior written consent of Lessor. Nothing in this Lease shall relieve Lessee of any obligation under any applicable rule, regulation, code, ordinance, statutes and law of the United States, the State of Florida, Escambia County or the City of Pensacola, or any department, agency or political subdivision of any of them.

3. IMPROVEMENTS.

(a) Prior to the end of the Construction Period (hereinafter defined) Lessee shall, at its sole cost and expense, construct the following described improvements on the Leased Premises, to-wit: a mixed use residential and commercial building, as more particularly described by the plans and specifications approved by the Lessor pursuant to this Section 4 (collectively, the "Initial Improvements"). The Construction Period shall commence on the Effective Date of this Lease, and shall expire on _____, 20____ (the "Construction Period"); provided that the Construction Period may be extended if and to the extent that the completion of the Initial Improvements is delayed solely due to Force Majeure (as defined in Section 15 below). The Lessee shall commence construction of the Initial Improvements on or before _____, 20____, and shall diligently and continuously prosecute such construction until full and final completion. The Initial Improvements shall be substantially complete no later than the last day of the Construction Period and shall be fully complete no later than sixty (60) days after substantial completion. The date of substantial completion shall be the last to occur of (1) the date upon which the Initial Improvements are ready and available for occupancy for the use permitted by Section 2 or (2) the date of issuance of an unconditional, permanent certificate of occupancy for the Initial Improvements. For purposes of this Lease, construction shall be deemed to have commenced upon the pouring of the footers or the sinking of pilings, as the case may be, for the foundation of the Initial Improvements, and construction shall be deemed to have been completed

upon the full completion of all of the Initial Improvements in accordance with the plans and specifications approved by the Lessor (subject only to normal punch list items) and the issuance of all final governmental permits and unconditional certificates of occupancy required for the full and lawful use and occupancy of the Improvements for the purposes permitted by Section 2 above.

(b) The Initial Improvements and all other buildings and improvements (including without limitation landscaping and signage) constructed or placed on the Leased Premises at any time and from time to time during the Term of this Lease are referred to in this Lease as the "Improvements". Lessee shall not construct, alter, remove or demolish any Improvements, in whole or in part, without first having obtained the written approval of Lessor, which approvals shall not be unreasonably withheld, conditioned or delayed. No Improvements shall be constructed, altered, removed or demolished except in strict accordance with architectural design, site plan, construction contracts, construction budget, construction schedule and plans and specifications approved in writing by Lessor prior to commencement of such work, such approvals not to be unreasonably withheld, conditioned or delayed; provided, however, that the approvals of Lessor required by this paragraph shall not be deemed to be any acknowledgement by the City of Pensacola that such plans and specifications, other approved items or the proposed Improvements or other work complies or will comply with applicable laws, codes, ordinances and regulations and shall not relieve Lessee from obtaining all City of Pensacola authorizations, permits and approvals required by applicable laws, codes, ordinances and regulations, all of which shall be obtained prior to commencement of construction, alteration, removal or demolition of any Improvements. Without limiting the generality of the foregoing, the approvals of Lessor required by this Section shall be conditioned upon the provision of payment and performance bonds in favor of and satisfactory to Lessor in accordance with paragraph (d) below; and all Improvements shall comply with the federal Americans with Disabilities Act and all regulations thereunder.

(c) Lessee shall be solely responsible for payment of all hard and soft costs of construction, alteration, removal and demolition of any Improvements and, prior to commencement of any work on Improvements, Lessee shall provide Lessor with reasonably satisfactory evidence of Lessee's ability to pay the costs of such work as and when due. Lessee shall cause all work and Improvements on the Leased Premises to be performed and constructed with new materials and in a good and workmanlike manner, pursuant to valid building permits and in conformance with this Lease, all applicable federal, state, county and municipal laws, rules and regulations, and Lessor's reasonable construction rules and regulations. Lessee shall indemnify, defend and hold Lessor free and harmless from all liens and claims of lien, and all other liability, claims and demands arising out of any work done or material supplied to the Leased Premises by or at the request of Lessee. All Improvements (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) shall be deemed to be a part of the real estate, and title to all such Improvements shall vest in Lessor immediately upon substantial completion thereof, subject to this Lease. All Improvements shall remain upon and be surrendered with the Leased Premises in good

condition, appearance and repair, normal wear and tear excepted, upon the termination of this Lease. Except to the extent otherwise provided in paragraph (a) above with respect to the Initial Improvements, upon commencement of any permitted construction, alteration, removal or demolition, Lessee shall thereafter diligently and continuously prosecute such work to completion within a reasonable time.

(d) Prior to commencement of any work on Improvements, Lessee shall provide to the Lessor payment and performance bonds obtained by each general contractor of Lessee ensuring performance of that general contractor's obligations under the prime construction contract between that general contractor and the Lessee and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of Improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to Lessor, (iii) run in favor of the Lessor, and (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the Improvements as approved by the Lessor, as such cost is stipulated in the construction contract between the Lessee and its general contractor. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

(e) Notwithstanding any provision of this Lease, Lessor's estate and interest in the Leased Premises and Improvements shall not be subject to any lien, statutory or otherwise, by reason of any Improvements constructed or altered upon, removed from or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises by or upon the order or request of Lessee or its employees or contractors or anyone acting by, through or under Lessee, and Lessee shall include notice of the foregoing in all contracts for the furnishing of labor, services or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of Lessee must look solely to Lessee, and not to Lessor, for payment. Lessee shall keep Lessor and Lessor's estate and interest in the Leased Premises and Improvements free from any construction liens, mechanic's liens, vendor's liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by Lessee, all of which liens and claims are hereby expressly prohibited, and Lessee shall defend, indemnify and hold Lessor harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by Lessor in connection with any such lien, claim or action. Before commencing any work of construction, alteration, addition, demolition or improvement to the Leased Premises, Lessee shall give Lessor at least ten (10) business days' written notice of the proposed commencement of such work and the name, address and telephone number of each contractor that will perform all or any portion of such work, in order to afford Lessor an opportunity to provide and post appropriate notices of non-responsibility. In the event that there shall be recorded against Lessor or Lessor's estate or interest in the Leased Premises or Improvements any claim or lien arising out of any such work performed,

materials furnished or obligations incurred by Lessee and such claim or lien shall not be removed or discharged within thirty (30) days of filing, Lessor shall have the right but not the obligation to pay and discharge said lien without regard to whether such lien shall be lawful or correct, in which event Lessee shall reimburse such amount to Lessor within ten (10) days' after Lessor's written demand, or to require that Lessee deposit with Lessor, within ten (10) days after Lessor's written demand, in cash, lawful money of the United States, one hundred fifty percent (150%) of the amount of the sum of such claim, two years' estimated interest thereon, the attorneys' fees that Lessor estimates may be incurred by the claimant or lienor, and the attorneys' fees that Lessor estimates that may be incurred by Lessor, which sum may be retained by Lessor until such claim shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Lessor shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including reasonable attorneys' fees and costs incurred by Lessor, and shall remit the balance thereof to Lessee. Lessor shall have the right to execute and record in the public records of Escambia County, Florida, a notice of provisions of this paragraph, meeting the requirements of Section 713.10, Florida Statutes.

4. TERM; RENEWAL TERM. The term of this Lease (the "Term") shall commence on the Effective Date and shall end ninety-nine (99) years after the Effective Date

5. RENT AND SALES TAX; DEVELOPMENT ORDER CONTINGENCY.

(a) Rent. As compensation for the use of the Leased Premises during the Term, Lessee shall pay the Lessor the lump sum of \$_____, payable by certified bank check or, at Lessor's option, by wire transfer or other immediately available U. S. funds acceptable to Lessor. Such lump sum Rent shall due and payable within thirty (30) days after the issuance of a Building Permit to Lessee by the City of Pensacola for the construction of the Improvements required by Section 3(a) above. Such Building Permit shall be satisfactory to Lessee in all respects. In the event that such Building Permit is not issued on or before _____, 2018, regardless of the reason, then either Lessor or Lessee may terminate this Lease by giving the other party written notice of termination, whereupon neither party shall have any further liability or obligation to the other under this Lease. Further, in the event that Lessee fails to pay such lump sum rent, together with all applicable sales tax due under paragraph (b) below, when required by this paragraph (a), Lessor may immediately terminate this Lease by giving written notice of termination to Lessee, notwithstanding any notice and cure provisions or grace periods provided elsewhere in this Lease, time being of the essence of this provision.

(b) Sales Tax. Lessee shall pay all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto or other applicable Florida law in effect from time to time (the "Sales Tax") on the Rent paid under this Lease and on all other consideration for this Lease, if any, which is taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with

the payment of the Rent or other consideration with respect to which such tax is required to be paid.

6. TAXES. Lessor and Lessee shall cause the Leased Premises and all Improvements now or at any time hereafter situated thereon to be separately assessed and taxed for Property Taxes (hereinafter defined) as if Lessee owned fee simple title to the Leased Premises and Improvements. Commencing on the Effective Date, Lessee shall pay directly to the appropriate tax authority, prior to delinquency, all Property Taxes imposed against or with respect to the Leased Premises and any Improvements now or at any time hereafter situated thereon with respect to any time period during the Term. As used herein the term "Property Taxes" shall mean all ad valorem and non-ad valorem taxes, fees, assessments and special assessments (including interest and penalties thereon), including without limitation real property ad valorem taxes and storm water fees and assessments, which are, at any time and from time to time during the Term, assessed or imposed against any legal or equitable interest of Lessor or Lessee in the Leased Premises or in any Improvements now or at any time hereafter situated thereon by the City of Pensacola, Escambia County or State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district or other subdivision or agency thereof, together with any tax, fee or assessment imposed in addition to or in substitution of, partially or totally, any such tax, fee or assessment. If at any time during the Term all or any part of the Leased Premises or any Improvements now or at any time hereafter situated thereon are deemed exempt from Property Taxes or otherwise not subject to Property Taxes, in whole or in part, Lessee shall pay to Lessor, annually on or before November 30 of each year during the Term, amounts equivalent to the Property Taxes that would have otherwise been due and payable to the City of Pensacola in the absence of such exemption or if the Leased Premises and Improvements had been subject to Property Taxes, as the case may be.

7. ASSIGNMENT AND SUBLEASE.

(a) Assignment. Lessee may assign its interest in this Lease, in whole or in part, provided that there then exists no Event of Default under this Lease nor any state of facts which with the giving of notice or the lapse of time, or both, would become an Event of Default, and provided further that Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) Sublease. Lessee may sublease any portion of the Leased Premises, provided that there then exists no Event of Default under this Lease nor any state of facts which with the giving of notice or the lapse of time, or both, would become an Event of Default, and provided further that Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall not be required to obtain Lessor's consent to any sublease of a residential dwelling unit within the Improvements, except that a sublease of two or more residential dwelling units to the same sublessee or to sublessees that are subject to common ownership or control shall require Lessor's prior written consent, which

consent shall not be unreasonably withheld. Within thirty (30) days after any sublease of a residential dwelling unit, Lessee shall give Lessor written notice thereof, which written notice shall include identification of the portion of the Leased Premises that has been subleased and the name, address and telephone number of the sublessee. Each such sublessee shall likewise give Lessor such written notice in the event of any subsequent assignment, in whole or in part, of such sublease or any subsequent sub-sublease of the subleased portion of the Leased Premises.

8. IMPROVEMENTS. This Lease represents a ground lease only. During the Term, Lessee shall own all Improvements now or at any time hereafter situated on the Leased Premises. Upon the expiration or termination of this Lease for any reason, the Improvements on the Leased Premises shall automatically be and become the sole property of Lessor, and Lessee shall have no further right, title or interest therein.

9. CONDITION OF LEASED PREMISES. LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT LESSOR HAS LEASED THE LEASED PREMISES TO LESSEE, AND LESSEE HAS ACCEPTED THE LEASED PREMISES FROM LESSOR, IN ITS CURRENT CONDITION "AS/IS, WHERE IS AND WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY OF THE LESSOR OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. LESSEE ACKNOWLEDGES THAT THE LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE USE SET FORTH IN SECTION 2 ABOVE) OR WITH RESPECT TO ANY KNOWN OR UNKNOWN CONDITION EXISTING IN, ON, UNDER OR ABOVE THE LEASED PREMISES OR ANY PORTION THEREOF AND THAT THE LESSOR SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE, REMEDIATE, CORRECT OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO ANY CONDITION NOW OR HEREAFTER EXISTING IN, ON, UNDER OR ABOVE THE LEASED PREMISES OR ANY PORTION THEREOF, WHETHER OR NOT KNOWN TO LESSOR OR ANY OFFICER, AGENT, EMPLOYEE OR CONTRACTOR OF LESSOR, AND WHETHER OR NOT FORESEEABLE OR DISCOVERABLE BY LESSEE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE LESSOR SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES OR ANY PORTION THEREOF, AND THE LESSOR SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY LESSEE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES OR ANY PORTION THEREOF. FURTHER, LESSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY, HABITABILITY OR TENANTABILITY.

10. MAINTENANCE. Lessee, at Lessee's sole cost and expense, shall keep and maintain the entire Leased Premises and all Improvements at any time situated thereon, and every part and component thereof, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, including without limitation roofs, exteriors, interiors, plumbing, electrical, heating, air conditioning and ventilation, structural elements, grounds, landscaping and parking facilities, in first class condition, and Lessee shall not do or suffer any waste, damage, disfigurement or injury to the Leased Premises, the Improvements or any portion thereof. Further, Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner, free from trash, debris and other unsafe, unsightly or unsanitary matters or conditions. Upon termination of this Lease for any reason, Lessee shall surrender to the Lessor the Leased Premises and the Improvements in good condition, appearance and repair, reasonable wear and tear excepted. Notwithstanding the foregoing, however, if requested by the Lessor in writing within six (6) months after termination of this Lease for any reason, Lessee shall demolish and remove the Improvements and all trash and debris, grade the Leased Premises and deliver the Leased Premises to the Lessor in a neat, clean, graded, level and safe condition. Lessee's obligations under this Section shall survive the termination of this Lease.

11. PAYMENT OF UTILITIES. Lessee shall arrange for direct billing with all appropriate utility providers and shall pay when due all invoices for services rendered from time to time by such utility providers.

12. TRASH COLLECTION. Lessee shall, at its sole expense, cause all trash and garbage to be removed from the Leased Premises and Improvements on a regular basis, not less than weekly.

13. DAMAGE AND DESTRUCTION. In the event that the Improvements or any portion thereof shall be damaged or destroyed by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired, restored and/or rebuilt by Lessee at its sole cost and expense, to the condition at least equal to that which existed prior to its damage or destruction and in compliance with all laws and regulations applicable at the time of repair and/or restoration of any improvements constructed thereon, and in accordance with and subject to all terms and conditions of paragraphs (b) through (e) of Section 3 above. Any insurance proceeds payable with respect to such damage or destruction shall be deposited to and held in an escrow account (the "Insurance Escrow") with a local financial institution reasonably acceptable to both Lessor and Lessee, which account shall be subject to the joint control of Lessor and Lessee. Lessee shall also promptly deposit the amount of any insurance deductible into the Insurance Escrow. Funds from the Insurance Escrow shall be used and disbursed only to pay for the reasonable costs of repair, restoration and rebuilding of the Improvements in accordance with the Lessor-approved plans and specifications in monthly draws based on the progress of construction. Any funds remaining in the Insurance Escrow after completion of such repairs, restoration and rebuilding shall be disbursed to Lessee provided that at such time there exists no Event of Default by Lessee under this Lease nor any circumstance which with the giving of notice or the

lapse of time, or both, would constitute such an Event of Default. Notwithstanding the foregoing, no Insurance Escrow shall be required if the total insurance proceeds payable with respect to such damage or destruction is \$5,000.00 or less. Further, notwithstanding the foregoing, if the Improvements are "totally destroyed" (as hereinafter defined) during the last thirty (30) years of the Term, either the City or Lessee may elect to terminate this Lease by giving written notice of termination to the other Parties within one hundred eighty (180) days after the Improvements are "totally destroyed" (as hereinafter defined). Promptly upon such termination, Lessor shall demolish any remaining Improvements, remove all debris, grade the Leased Premises and deliver the Leased Premises to the City in a neat, clean, graded, level and safe condition. Insurance proceeds payable with respect to total destruction shall be applied to pay the reasonable costs of such demolition, removal and grading and the outstanding indebtedness then secured by any mortgage or mortgages encumbering the Leased Premises and/or Improvements, but only if and to the extent such costs and indebtedness exceed the amount of the insurance deductible, and all remaining insurance proceeds shall be paid to Lessor. For the purposes of this paragraph the terms "totally destroyed" and "total destruction" shall mean that the total aggregate cost to repair or replace the damage to the Improvements exceeds fifty percent (50%) of the fair market value of the Improvements immediately prior to the occurrence of such damage. If Lessor or Lessee elects to terminate this Lease pursuant to the terms of this Section, the Parties shall be relieved of all further obligations owed under this Lease, unless the survival of such obligation(s) is specifically provided for herein. The provisions of this Section shall survive the termination of this Lease.

14. CONDEMNATION. If more than 50% of the gross area of the Improvements shall be taken by eminent domain, condemnation or in any other manner for public or quasi-public use or purpose (a "taking") (other than for temporary use or occupancy), the term of this Lease shall, at the option Lessee or Lessor, terminate as of the date of vesting of title. If this Lease is not terminated pursuant to the preceding sentence, the Parties shall enter into good faith negotiations to modify, alter, or amend this Lease such that the remainder of the Leased Premises and Improvements remain tenantable for the uses permitted pursuant to Section 2 above. Lessor and Lessee shall have the right to participate in any condemnation proceedings. Each shall notify the other promptly of any contemplated or threatened condemnation proceeding of which it shall become aware and shall keep the other informed of developments with respect thereto.

15. FORCE MAJEURE. Except as otherwise provided in Section 3(a) above and except for Lessee's obligations to pay Rent and other sums of money pursuant to the terms of this Lease, each party's obligations under this Lease shall be abated or excused when performance of such obligations is rendered impossible or impracticable for a period of more than 30 days by reason of strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition of other governmental body or authority, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of the Parties hereto (each a "Force Majeure Event"), until such

Force Majeure Event is eliminated or ceases to exist; provided however, that each responsible party shall use all due diligence to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible.

16. **PARKING.** Lessee, at its sole cost and expense, shall construct vehicular parking on the Leased Premises and/or secure off-premises vehicular parking that is adequate for the permitted use of the Leased Premises by Lessee and other occupants, if any, of the Leased Premises or Improvements and their respective agents, representatives, employees, contractors, tenants, guests and invitees, and is, at a minimum, sufficient to meet applicable codes, ordinances and regulations in effect from time to time.

17. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee, in the use and enjoyment of the Leased Premises, shall comply with all governmental regulations, statutes, ordinances, rules, ordinances and directives of any federal, state, county or municipal governmental unit or agencies having jurisdiction over the Leased Premises or the business being conducted thereon, as in effect from time to time, including but not limited to all ordinances, codes, rules and regulations now in effect or hereafter imposed by the City of Pensacola in its governmental capacity.

18. **ENVIRONMENTAL MATTERS.** Lessee shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, alteration or demolition of the Improvements or the occupancy, use or operation of the Leased Premises. Lessee shall furnish to the Lessor at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. Lessee is prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of the Leased Premises or adjacent or nearby waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, rules, regulations or permits. In the event Lessee violates this prohibition, Lessee shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, rules, regulations or permits. Lessee agrees to indemnify, defend and hold harmless Lessor against any and all actions, claims, demands, judgments, penalties, liabilities, costs, damages and expenses, remediation costs and response costs, including court costs and attorney's fees incurred by Lessor arising out of or in connection with contamination resulting from the construction, alteration or demolition of the Improvements or the occupancy, use or operation of the Leased Premises during the Term. The terms of this Section shall survive the termination of this Lease.

19. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.

20. CORPORATE TENANCY. The undersigned representative of Lessee hereby warrants and certifies that Lessee is an entity in good standing and is authorized to do business in the State of Florida. The undersigned representative of Lessee hereby further warrants and certifies that he or she, as such representative, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto. Lessor, before it accepts and delivers this Lease, may require Lessee to supply it with a certified copy of the entity resolution or such other document authorizing the execution of this Lease by Lessee.

21. INTEGRATION, MERGER AND AMENDMENT. This Lease contains the entire agreement of the Parties with respect to the subject matter of this Lease, and fully substitutes, replaces, and supersedes any prior letter of intent, memorandum of understanding and all other prior negotiations, agreements and understandings with respect thereto. This Lease may not be altered, changed or amended, except by written instrument signed by all Parties hereto and executed in the same formality as this Lease.

22. NO WAIVER. No provision of this Lease shall be deemed waived by Lessor by any act, omission, conduct or course of dealing by Lessor. Rather, a provision of this Lease may be waived by Lessor only by a written instrument duly authorized and executed by Lessor which specifically identifies the provision being waived. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective permitted successors in interest and legal representatives, except as otherwise expressly provided herein and except that Lessor shall have no liability to Lessee under this Lease except as otherwise expressly stated herein.

23. INSURANCE.

Lessee shall procure and maintain at all times during the term of this Lease Agreement, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida whose business reputation, financial stability and claims payment reputation is reasonably satisfactory to Lessor. Each policy of insurance shall list the Lessor as an Additional Insured.

Lessee and Lessor understand and agree that the minimum limits or types of insurance herein required may become inadequate following the initial term of this Lease Agreement, and, therefore agree that the minimum limits may be increased to commercially reasonable limits from time to time during the Term of this Lease or additional coverage may be required upon a substantial change in the scope of operation contemplated in this Lease Agreement.

Unless otherwise agreed by the Lessor, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL LIABILITY COVERAGE

Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence and in the aggregate for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis and the Lessor must be listed as an additional insured.

Lessee must provide Business Automobile Liability coverage, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 CSL must be provided.

Lessee's 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, and the Lessor must be listed as an additional insured.

BUILDERS RISK INSURANCE

Lessee shall require any contractor constructing, altering, removing or demolishing improvements of the Leased Premises to provide builder's risk insurance. Coverage shall be afforded on an Inland Marine "All-Risk" type form which includes collapse coverage. The Amount of Insurance is to be 100% of the completed value of the work being performed by such contractor. The coverage will additionally include coverage for materials and equipment stored off the construction site, in transit or delivery, including loading and unloading. The policy must be specifically endorsed to eliminate any "Occupancy" clause or similar warranty or representation that the premises in the course of construction shall not be occupied or used without specific endorsement of the policy. The Lessor shall be listed as Additional Insured by endorsement on the

policy as well as on the Certificate of Insurance and if requested by the Lessor, a copy of the policy shall be supplied to the Lessor. The policy shall contain a "Waiver of Subrogation" clause in favor of the Lessor, any subsidiaries or affiliates, its elected and appointed officials, employees, volunteers, representatives, and agents which would waive any subrogation against any of them. The policy shall contain no exclusion which would exclude damage or loss caused by breakage, freezing, temperature extremes or temperature change, water, flood, leakage, or seepage.

PROPERTY INSURANCE

Lessee shall maintain in force at all times, property insurance coverage which insures any improvements on the Leased Premises against fire, windstorm, flood, extended coverage and Standard Insurance Office (ISO) defined "Special Perils" of physical damage. Lessor shall be an Additional Insured under such policies with coverage afforded to the Lessor which is at least as broad as that provided to Lessee/Named Insured under the policy for the terms and conditions of such policy, and such policies shall be so endorsed in a form acceptable to the Lessor. The amount of coverage will be 100% of the replacement cost. Such policy shall contain a Waiver of Subrogation endorsement in favor of the Lessor.

CERTIFICATES OF INSURANCE, AND COPIES OF INSURANCE POLICIES

Lessee's required insurance shall be documented in Certificates of Insurance and endorsements to each policy that list this Lease and provide that Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by the Lessor, Lessee shall furnish copies of Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies prior to the Commencement Date of this Lease. Certificates shall be on the "Certificate of Insurance" form equal to an ACORD 25, as determined by the Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor 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 reasonably acceptable to Lessor, and copies timely provided to Lessor, Lessee shall, upon instructions of Lessor, cease all operations under the Lease until directed by Lessor, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Leased Premises and the manner in which such activities shall be undertaken and to that end, Lessee shall not be deemed to be an agent of Lessor. Precaution shall be exercised at all times by Lessee for the protection of all persons, including employees, and property.

HOLD HARMLESS AND INDEMNITY

Lessee agrees to indemnify and hold harmless the Lessor, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily injury or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Lease Agreement.

PAY ON BEHALF OF THE LESSOR

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

24. DEFAULT and REMEDIES.

(a) Events of Default. Each of the following events shall constitute a default by Lessee under this Lease (each, an "Event of Default"), to wit:

- (1) Lessee's failure to pay any sum of money payable hereunder for a period of thirty (30) days after Lessee's receipt of written notice or invoice from Lessor;
- (2) After completion of the Initial Improvements, Lessee's abandonment of the Leased Premises or failure to substantially use and operate the Leased Premises for the uses and purposes permitted pursuant to Section 2 above for a period of thirty (30) consecutive days;
- (3) Lessee's failure to observe keep or perform the terms, covenants, agreements and conditions of any of Sections 2, 3, 7, 23 or 37 of this Lease;

- (4) The filing of a voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition in bankruptcy against Lessee which involuntary petition is not dismissed with sixty (60) days after filing;
- (5) Lessee making a voluntary assignment for the benefit of creditors;
- (6) A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets;
- (7) Lessee's interest under this Lease being sold or transferred under execution or other legal process.
- (8) Except as otherwise provided in the preceding clauses of this paragraph (a) Lessee's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of thirty (30) days after Lessee's receipt of written notice from Lessor, or, if such failure cannot reasonably be remedied with such thirty day period, within such longer time period as is reasonable under the circumstances, up to but not exceeding one hundred eighty (180) days after Lessee's receipt of such written notice from Lessor.

(b) Remedies. Following any Event of Default, Lessor, in its sole discretion, may exercise any and all rights and remedies available under this Lease, at law or in equity, and, without limiting the foregoing, may exercise any one or more of the following remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed at the same time or in subsequent times or actions:

- (1) Terminate Lessee's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Leased Premises and Improvements to the Lessor. In such event the Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including but not limited to the cost of recovering possession of the Leased Premises and Improvements; expenses of re-letting, including necessary renovation and alteration of the Leased Premises and Improvements, reasonable attorney's fees and any real estate commission actually paid;
- (2) Bring suit in a court of competent jurisdiction for equitable relief, including but not limited to specific performance and injunctive relief; and
- (3) Bring suit in a court of competent jurisdiction for monetary damages.

(c) Rights Cumulative; No Waiver. The respective rights of Lessor under this Lease shall be cumulative and shall be in addition to rights as otherwise provided at law or in equity, and failure on the part of Lessor to exercise promptly any such rights afforded it shall not operate to forfeit any such rights. No forbearance by Lessor of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. Further, the acceptance by the Lessor of Rent or other payments by the Lessee after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the Lessor arising or existing by reason of such Event of Default, whether or not Lessor has or had knowledge of such Event of Default.

25. QUIET ENJOYMENT. Provided Lessee has performed all of the terms, covenants, agreements and conditions of this Lease, including the payment of Rent and all other sums due hereunder, Lessee shall peaceably and quietly hold and enjoy the Leased Premises subject to the provisions and conditions of this Lease.

26 NOTICES. Any notices required or permitted by this Lease or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

City of Pensacola
Attn: City Administrator
222 West Main Street, 7th Floor
Pensacola, Florida 32502

Any notices required or permitted by this Lease or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Seville Harbour, Inc.
Attn: Ray Russenberger
850 South Palafox Street, Suite 102
Pensacola, Florida 32502

Either Party may change the above address by providing written notice to the other Party.

27. VENUE. Venue for any claim, action or proceeding arising out of this Lease shall be Escambia County, Florida.

28. STATE LAW APPLICATION. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Lease.

29. ATTORNEY'S FEES. In the event that any Party to this Lease fails to comply with and abide by any of the stipulations, agreements, covenants, and conditions of this Lease, such Party shall pay all and singular the reasonable costs, charges, and expenses of collection and enforcement of this Lease, including without limitation reasonable attorneys' fees (including without limitation those in connection with any appeal or bankruptcy or insolvency proceeding) reasonably incurred or paid at any time by the other Party or Parties to this Lease to enforce this Lease or to collect any sums due and owing under this Lease.

30. MEMORANDUM OF LEASE. Contemporaneously with the execution of this Lease, the Parties shall execute a memorandum of this Lease in recordable form, which shall be sufficient to give constructive notice of this Lease and its material terms. Lessee, at Lessee's expense, shall record such memorandum in the official records of the Escambia County Clerk of Circuit Court.

31. ESTOPPEL CERTIFICATES. Within ten (10) business days after a written request from Lessee, Lessor shall certify, by a duly executed and acknowledged written instrument, to any mortgagee of Lessee or proposed mortgagee or proposed sub-lessee of the Leased Premises or any other person, firm or corporation specified by Lessee, as to the validity and force and effect of this Lease, the existence of any default on the part of any Party hereunder, and the existence of any offset, counterclaim or defense thereto on the part of Lessor, as well as to any other matters as may be reasonably requested by Lessee, up to but not more than three (3) times during any Lease Year. Lessee shall pay the reasonable costs and attorney's fees incurred by the Lessor in connection with each such estoppel certificate.

32. NON-DISCRIMINATION. Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, disability or sex in the construction, alteration or demolition of the Improvements or the use, occupancy, or operation of the Leased Premises or Improvements.

33. LEASEHOLD MORTGAGES BY LESSEE. The Lessee shall be entitled to freely mortgage and collaterally assign Lessee's interest and leasehold estate in, to and under this Lease (in whole or in part), as well as the Lessee's interest in and to the Leased Premises or any part thereof and/or any Improvements thereon, subject to the terms and conditions of this Lease, without having obtained the Lessor's prior written consent; provided that the Lessee shall give written notice of such mortgage or collateral assignment within thirty (30) days after the effective date thereof and provided further that the Lessor shall not be obligated to mortgage its fee simple estate in the Leased Premises or to subordinate its interest in this Lease or the Leased Premises to any such mortgage or collateral assignment.

34. SUCCESSIONS AND ASSIGNS. The terms and provisions of this Lease are binding upon and shall inure to the benefit of the Lessor and Lessee, and their respective successors and assigns.

35. RECITALS; CONTRACT INTERPRETATION. The recitals set forth at the beginning of this Lease are true and correct and are hereby incorporated herein by reference. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Lease and shall not negate or invalidate any provision of this Lease.

36. WHEN PENSACOLA CITY COUNCIL CONSENT REQUIRED. The consent of the City Council of the City of Pensacola shall be required for the matters requiring Lessor consent or approval under Sections 2 and 7 of this Lease. All other consents and approvals of the Lessor required or permitted under the terms of this Lease may be given, conditioned or withheld by the Mayor of the City of Pensacola or his or her designee.

3337. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding any contrary provision of this Lease, except to the extent of the contractual obligations of Lessor expressly set forth in this Lease, nothing in this Lease shall be construed as a waiver, in whole or in part, of the Lessor's sovereign immunity under the Constitution, statutes and case law of the State of Florida, nor shall any provision of this Lease be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the Lessor.

38. FLORIDA PUBLIC RECORDS LAW. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

39. RADON GAS. RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE ESCAMBIA COUNTY PUBLIC HEALTH UNIT.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals hereto as of the date first written above.

Signed, sealed and delivered
in the presence of:

SEVILLE HARBOUR, INC.

Print Name: _____

By: _____
Ray Russenberger, Its President

Print Name: _____

Attest:

Print Name: _____
Its Secretary

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Ashton J. Hayward, Mayor

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

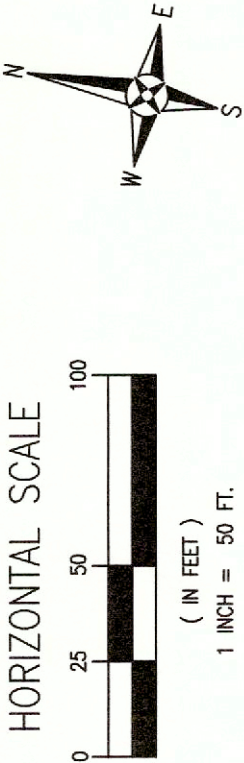
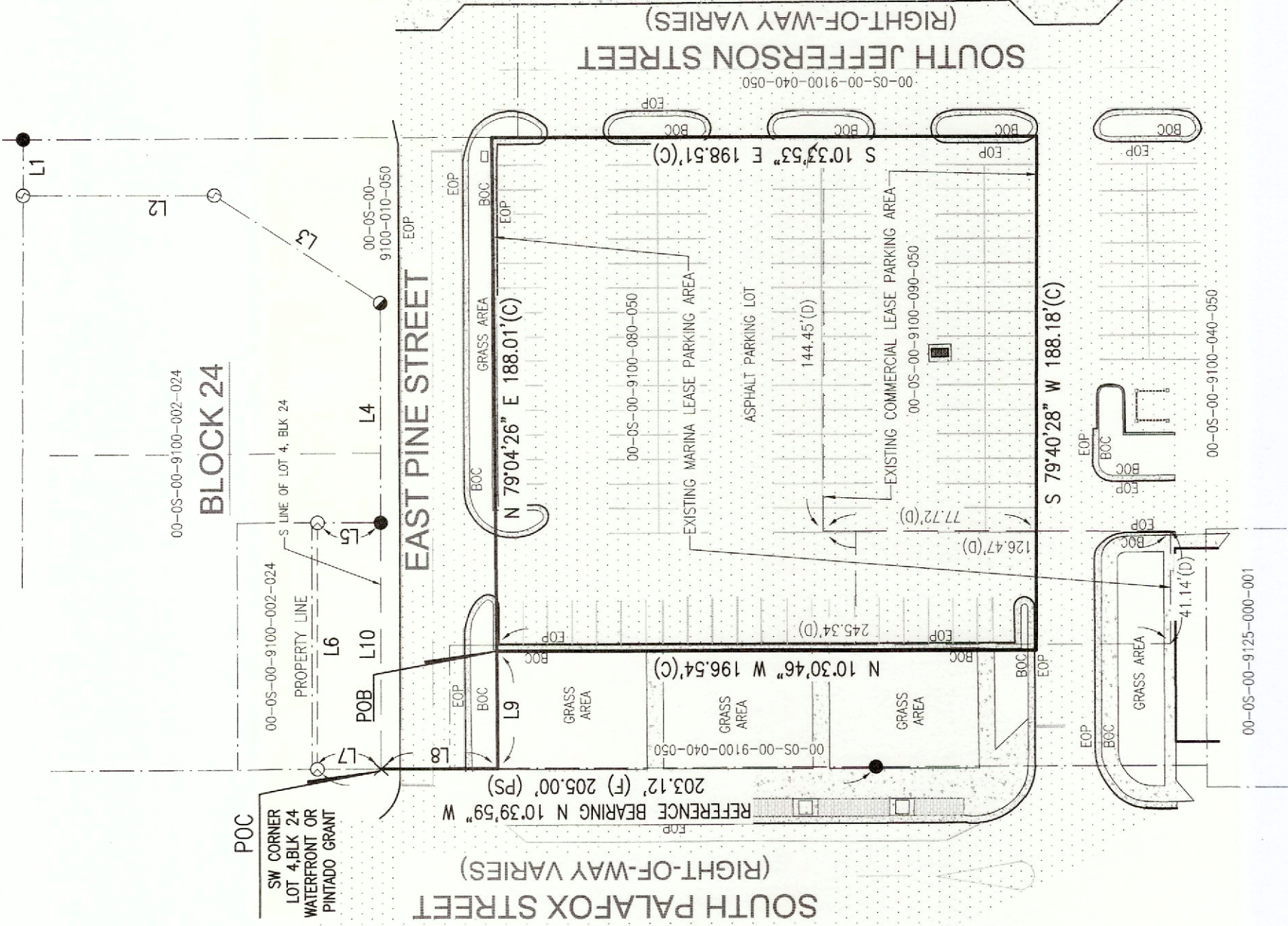
Lysia H. Bowling, City Attorney

Eric Olson
C

Line Table		
Line #	Length	Direction
L1(F)	20.52'	S79°42'20"W
L1(PS)	N/A	S79°29'22"W
L2(F)	69.98'	S10°29'33"E
L2(PS)	69.95'	S10°30'38"E
L3(F)	71.91'	S22°52'47"W
L3(PS)	71.95'	S22°56'20"W
L4(F)	80.42'	N79°28'45"E
L4(PS)	80.51'	N79°29'22"E
L5(F)	22.95'	S10°32'02"E
L6(F)	90.13'	N79°29'22"E
L7(F)	23.18'	S10°39'59"E
L8(C)	42.52'	S10°39'59"E
L8(PS)	42.52'	S10°39'59"E
L9(C)	43.00'	N79°04'26"E
L10(F)	90.12'	N79°29'30"E

LEGEND:

- FOUND 1/2" DIA CAPPED IRON ROD No. 4691 (GARY ZICK)
- FOUND 1/2" DIA CAPPED IRON ROD No. 475 (CH OVERMAN JR)
- FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- FOUND "X" CUT IN CONCRETE
- DENOTES BACK OF CURB
- DENOTES CALCULATED INFORMATION
- DENOTES DESCRIPTION INFORMATION AS FURNISHED
- DENOTES DIAMETER
- DENOTES EDGE OF PAVEMENT
- DENOTES FIELD INFORMATION
- DENOTES NUMBER
- DENOTES PLAT INFORMATION
- DENOTES PREVIOUS SURVEY MEASUREMENT
- DENOTES POINT OF BEGINNING
- DENOTES POINT OF COMMENCEMENT



DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

COMMENCE AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 24, OF THE WATERFRONT OR PINTADO GRANT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE SOUTH 10°39'59" EAST ALONG THE WEST LINE OF SAID LOT AND ITS EXTENSION THEREOF FOR A DISTANCE OF 42.52 FEET; THENCE DEPARTING SAID LINE, PROCEED NORTH 79°04'26" EAST FOR A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 79°04'26" EAST ALONG THE BACK OF CURB FOR A DISTANCE OF 188.01 FEET; THENCE PROCEED SOUTH 10°33'53" EAST ALONG THE BACK OF CURB FOR A DISTANCE OF 188.51 FEET; THENCE PROCEED SOUTH 79°40'28" WEST FOR A DISTANCE OF 188.18 FEET; THENCE PROCEED NORTH 10°30'46" WEST ALONG THE BACK OF CURB FOR A DISTANCE OF 196.54 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.85 ACRES MORE OR LESS.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 10°39'59" WEST ALONG THE WEST LINE AND EXTENSION THEREOF OF LOT 4, BLOCK 24, OF THE WATERFRONT OR PINTADO GRANT ACCORDING TO THE MAP OF PENSACOLA FLA., PUBLISHED BY THOS. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A COPY OF A PREVIOUS SURVEY BY PITMAN & ASSOCIATES INC., (FILE NO. C-4016, JOB NO. 27504-00), A COPY OF A PREVIOUS SURVEY BY KIM SURVEYING, INC., (DRAWING NO. 01-9015, DATED MARCH 23, 2001, REVISED DATE OF JULY 24, 2001); DEEDS OF RECORD, AND EXISTING FIELD MONUMENTATION.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "AE", WITH A BASE FLOOD ELEVATION OF 7.0', BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C03906, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTIVE PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
- THE SKETCH SHOWN HEREON IS SUBJECT TO DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SURVEY SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Morris
BY: MARK A. MORRIS
FLORIDA REGISTRATION NO. 6211

APR 13, 2018
DATE

APPRAISAL REPORT

OF A

VACANT COMMERCIAL LAND PARCEL

LOCATED IN THE

800 BLOCK OF SOUTH PALAFOX STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502

EXCLUSIVELY FOR

BEGGS & LANE
C/O MR. J. NIXON DANIEL, III

AS OF

APRIL 4, 2018

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

APPRAISAL REPORT

The subject property consists of a vacant commercial land parcel that is located in the 800 Block of South Palafox Street in Downtown Pensacola, Florida. The 0.85-acre property is comprised of two adjoining parcels (tax accounts), and a portion of a third tax account, which have been appraised as a combined whole. For clarification, these have been labeled and identified as Parcel A, Parcel B, and Parcel C, respectively, and are identified accordingly on the aerial map in the addendum of this appraisal report. Since Subject Parcel C represents a portion of a larger parent tract (tax account), this appraisal is based upon the extraordinary assumption that this portion of the subject could be legally divided from its parent tract to result in its being a separate/independent parcel.

The subject land parcel is vacant, and is currently utilized for surface parking purposes. It should be noted that the property is subject to two long-term ground leases between the landlord (City of Pensacola) and Palafox Pier and Yacht Harbor Inc. These two leases are referred to the South Palafox Marina Lease and the South Palafox Commercial Lease. These lease agreements were initiated in 1997 and 1998, respectively, and they extend for 100 years to June 11, 2097. Both leases contain a license agreement that pertains to the parking rights associated with the subject property as discussed further in this appraisal report.

Based upon the client's specific intended use of this appraisal, the appraiser has first valued the fee simple title in the property (as if unencumbered). Secondly, a valuation of the property, as if encumbered in accordance with the specific license agreement within the two leases, has been performed. It is the understanding of the appraiser that full compensation for use of the property has been previously paid to the landlord in accordance with the terms of the two leases such that no future compensation is to be paid to the landlord at any time during the entire remaining period of these agreements. Accordingly, it is concluded for this appraisal that the landlord is not entitled to any use of, or compensation rights to the property, during the remaining term of the agreements. However, the owner is entitled to full ownership rights (reversionary rights) upon expiration of the agreement in 2097. As discussed in the valuation section of this appraisal, this assumed encumbrance is concluded to have a significantly negative impact on the value of the subject property.

The three traditional approaches to value non-residential properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is comprised of a vacant commercial land parcel. Buyers of this type of property (fee simple title) in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT:

Beggs & Lane
Attention: Mr. J. Nixon Daniel, III
Attorney at Law
501 Commendencia Street
Pensacola, FL 32502

APPRAISER:

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
410 East Government Street
Pensacola, FL 32502

APPRAISAL FILE NUMBER:

N218-0038

PROPERTY LOCATION:

800 Block of South Palafox Street, Pensacola,
Escambia County, Florida 32502

PROPERTY TYPE/CURRENT USE:

Vacant Commercial Land Parcel

REPORTED PROPERTY OWNER:

City of Pensacola

TAX ACCOUNT NUMBERS:

15-4408-070 (Parcel A)
15-4408-080 (Parcel B)
15-4408-030 (Parcel C- Parent Tract)

PARCEL IDENTIFICATION NOS.:

00-0S-00-9100-080-050 (Parcel A)
00-0S-00-9100-090-050 (Parcel B)
00-0S-00-9100-040-050 (Parcel C – Parent Tract)

**CURRENT PROPERTY
TAX ASSESSMENT:**

PARCELS A AND B:

\$750,052 (Combined); However, the current tax expense of the subject is based upon a reduced assessed value of \$255,597 that results from an annual increase limit that applies to non-homesteaded properties in the State of Florida.

PARCEL C:	Not Applicable; As previously mentioned, Parcel C is comprised of a portion of a larger parent tract (tax account).
LEGAL DESCRIPTION:	A legal description of the subject property obtained from a survey that was furnished by the client is presented in the addendum of this appraisal report.
ZONING CLASSIFICATION:	WRD; Waterfront Redevelopment District
FUTURE LAND USE CLASSIFICATION:	R; Redevelopment
TYPE AND DEFINITION OF VALUE:	The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
INTENDED USER OF APPRAISAL REPORT:	Beggs & Lane; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF
APPRAISAL REPORT:**

For the sole purpose of assisting the client, Beggs & Lane, in internal business decisions concerning the possible sale of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

**PRIMARY OWNERSHIP
INTEREST VALUED:**

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: April 4, 2018

EFFECTIVE DATE OF VALUE: April 4, 2018

DATE OF APPRAISAL REPORT: April 25, 2018

FINAL ESTIMATES OF MARKET VALUE:

FEE SIMPLE TITLE: \$1,260,000 (Fee Simple Title, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

**VALUE, SUBJECT TO
LICENSE AGREEMENT:** \$4,400 (Value subject to the long-term license agreement and other appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value non-residential properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the presumed absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, reviewed and analyzed the South Palafox Marine Lease and South Palafox Commercial Lease, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on land sales. This information was applied in the Sales Comparison Approach to value the subject land parcel as vacant/unimproved.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2016) statistics from the U. S. Census Bureau, there are 315,187 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 5.9 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 3.8 percent, which is fairly consistent with that indicated by the state and national averages (3.8 percent and 4.1 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located inside the city limits of Pensacola in its downtown Central Business District (CBD). The subject neighborhood boundaries are generally defined as Cervantes Street on the north, North Ninth Avenue on the east, Pensacola Bay on the south, and Pace Boulevard on the west. Land uses in the immediate area include retail establishments, offices, restaurants, banks, residences, warehouses, churches, motels, condominiums, and lounges. The neighborhood is convenient to Pensacola Bay, courthouses, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment.

One new development within the immediate subject neighborhood that has positively impacted the subject property is the Community Maritime Park. This recently-constructed mixed-use park development with open public space is comprised of a 27-acre waterfront land parcel that is located several blocks from the subject. Construction of this major project was completed in recent years, and a minor league baseball affiliate team plays home games in this new stadium. Additionally, two high-quality multiple-tenant mixed-use structures adjacent to the stadium have been completed in the past several years, and other commercial out-parcels are available for development as well. This new park has served as a catalyst for the revitalization of the immediate Downtown Pensacola vicinity. Additionally, the long-term process of relocating the adjacent public wastewater treatment plant is completed. Demolition of the plant was completed in recent years, and the vacant land tract is ready for development. This activity has had a significant positive impact on the immediate subject area, as well as the remainder of Downtown Pensacola.

Summary of Local Real Estate Market: After a number of years of steady growth in the local real estate market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for commercial and residential real estate declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

Property Description: The subject property is located just east of South Palafox Street, immediately south of Pine Street. The property is situated adjacent to similar surface parking lots and office buildings. The property is well-located near the south end of Palafox Street in Downtown Pensacola. Although the parcel is situated in close proximity to the Port of Pensacola, its location adjacent to Pensacola Bay is considered to be a highly-favorable characteristic of the property.

The corner parcel is rectangular in shape. The site has 188.01 feet of frontage on the south side of Pine Street and 198.51 feet of frontage on the west side of South Jefferson Street. According to the survey, the property contains a combined total of 0.85 acre. This equates by calculation to a land area of 37,026 square feet.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is apparently available to the subject. The overall public utilities available to the site are considered to be adequate. It appears that the parcel is located within a designated flood area (Flood Zone AE; Flood Panel Map #12033C0390G). However, this is common for similar parcels that are located on or near Pensacola Bay.

Both South Jefferson and East Pine Streets are two-laned roadways in front of the subject. Overall access to the property is concluded to be adequate.

The property is zoned WRD; Waterfront Redevelopment District under the zoning ordinances of the City of Pensacola. The WRD zoning district was established to promote redevelopment of the city's downtown waterfront with a compatible mixture of water-dependent and water-related uses which preserve the unique shoreline vista and scenic opportunities, provide public access, create a cultural meeting place for the public, preserve the working waterfront activities historically located in the waterfront area, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the district is intended to ensure that the scenic vistas and marine-oriented image of the district are maintained, that the development character of the waterfront is upgraded and that the boundaries of the adjacent special districts are positively reinforced. Permitted land uses within the subject zoning district include such amenities single-family residential, multiple-family residential, offices, certain retail activities, restaurants, banks, motels, marinas, parking garages, and nightclubs. Within the WRD zoning district, the total coverage of land parcels including all structures, parking areas, driveways, and all other impervious surfaces shall not exceed 75 percent.

No building shall exceed a maximum height of 60 feet in the waterfront redevelopment district. Additionally, all buildings shall be set back a minimum of 30 feet from the shoreline or the bulkhead line. The property has a Future Land Use Classification of R; Redevelopment.

Property Description (Cont'd): As previously mentioned, the subject vacant parcel is currently utilized for surface parking purposes, and it is subject to two long-term ground leases between the landlord (City of Pensacola) and Palafox Pier and Yacht Harbor Inc. These two leases are referred to the South Palafox Marina Lease and the South Palafox Commercial Lease. These lease agreements were initiated in 1997 and 1998, respectively, and they extend for 100 years to June 11, 2097. Both leases contain a license agreement that pertains to the parking rights associated with the subject property.

Based upon the client's specific intended use of this appraisal, the appraiser has first valued the fee simple title in the property (as if unencumbered). Secondly, a valuation of the property, as if encumbered in accordance with the specific license agreement within the two leases, has been performed. It is the understanding of the appraiser that full compensation for use of the property has been previously paid to the landlord in accordance with the terms of the two leases such that no future compensation is to be paid to the landlord at any time during the entire remaining period of these agreements. Accordingly, it is concluded for this appraisal that the landlord is not entitled to any use of, or compensation rights to the property, during the remaining term of the agreements. However, the owner is entitled to full ownership rights (reversionary rights) upon expiration of the agreement in 2097. As discussed in the valuation section of this appraisal, this assumed encumbrance is concluded to have a significantly negative impact on the value of the subject property.

SALES HISTORY OF SUBJECT PROPERTY:

The subject property is currently owned by the City of Pensacola. According to the public records, the property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The property is currently encumbered as part of a long-term ground lease as previously discussed.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as vacant is presented on the following page.

Highest and best use as vacant – fee simple title. The legally permissible uses of the subject site include single-family residential, multiple-family residential, offices, certain retail activities, restaurants, banks, motels, marinas, parking garages, and nightclubs. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 37,026-square foot land parcel with adequate shape, frontage on two paved roads, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood market conditions, and the location of the subject parcel in immediate proximity to Pensacola Bay, a residential condominium or office use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant without consideration to the license agreement is concluded to be a residential condominium or office use.

Highest and best use as vacant - subject to long term encumbrance. Although the maximally-productive use of the property as if unencumbered would be residential condominium or office usage, the usage of the property in the near-term future by the owner, subject to the license agreement, would be completely restricted. Since the owner's use of the property would be restricted by this agreement for 79 years, the highest and best use of the land parcel would be a long-term hold until 2097 when the license agreement would expire.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of the non-residential properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property's being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant residential land parcel with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

A summary of the Sales Comparison Approach for this appraisal is presented on the following pages.

SUMMARY OF LAND VALUATION ANALYSIS (FEE SIMPLE TITLE)

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

COMP. NO.	RECORD NO.	LOCATION	DATE OF SALE	SALE PRICE	SQ. FT.	PRICE/ SQ. FT.
1	7756	120 West Government Street	01/05/18	\$720,000	28,349	\$25.40
2	7755	150 South Baylen Street	08/31/17	\$510,000	18,204	\$28.02
3	7808	400 Block West Garden Street	12/21/17	\$737,500	26,136	\$28.22
4	7578	600 East Government Street	06/20/16	\$450,000	11,761	\$38.26
5	7791	400 Block East Cevallos Street	11/16/17	\$330,000	7,405	\$44.56

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 7,405 to 28,349 square feet, which is slightly smaller than the size of the subject. All are suitable for an office or residential type of use. Each is located in the immediate Downtown Pensacola vicinity within approximately 10 blocks of the subject property. These comparables range in price from \$330,000 to \$720,000, which equates to a broad unit price of \$25.40 to \$44.56 per square foot. However, all but one of these comparables reflect a more narrow unit range of \$25.40 to \$38.26 per square foot.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/exposure, topography, utilities availability, and zoning when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject (fee simple title), so no price adjustments were considered necessary for this element of comparison.

Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustment was made for this feature.

Conditions of Sale

All of the comparables are concluded to be based upon an arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary for conditions of sale.

Market Conditions (Time)

The comparable sales were transacted between June, 2016 and January of this year (2018). When compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the improved local market conditions that have occurred since these sales were transacted.

Location

Comparable No. 4 is considered to have generally similar locational attributes as the subject, but the locations of the remaining comparables were concluded to be dissimilar to that of the subject. Accordingly, varying unit price adjustments were made to all but Comparable No. 4 for location when compared to the subject. The largest of these adjustments was made to Comparable No. 3 (upward) based upon its relatively inferior location on West Garden Street.

Land Size

The land sizes of the comparables range from 7,405 to 28,349 square feet. When compared to the size of the subject (37,026 square feet), downward unit price adjustments were made to Comparable Nos. 2, 4, and 5 for this element of comparison.

Shape of Parcel

The parcel shapes of all but Comparable No. 1 were concluded to be generally similar to that of the subject. However, the shape of Comparable No. 1 was deemed to be fairly inferior to that of the subject. Accordingly, a small upward unit price adjustment was concluded to be necessary to this comparable for this element of comparison.

Access/Road Frontage

The access and extent of road frontage of Comparable No. 4 was deemed to be slightly inferior to those of the subject. Accordingly, a small upward adjustment was made to this particular comparable when compared to the subject.

Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

Zoning

The zoning classifications of each comparable were considered to be generally similar to that of the subject. Accordingly, no price adjustments were made to any of the comparables for zoning.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$29.50 to \$38.89 per square foot. In placing equal weight on each of the sales, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$34.00 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the fee simple title in the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

SUMMARY OF VALUATION CONCLUSION - FEE SIMPLE TITLE

37,026 SQ. FT.	x	\$34.00/SQ. FT.	=	\$1,258,884
		ROUNDED:		\$1,260,000

The above total land value estimate exceeds the total sales price range of \$330,000 to \$737,500 that is indicated by the above comparables. However, this is concluded to be reasonable based primarily upon the smaller size of the comparables, relative to the subject property.

c18-0038L

SUMMARY OF LAND SALES ADJUSTMENTS
--

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4	Comp. No. 5
Index Number	7756	7755	7808	7578	7791
Total Sales Price	\$720,000	\$510,000	\$737,500	\$450,000	\$330,000
Square Feet	28,349	18,204	26,136	11,761	7,405
Price Per Square Foot	\$25.40	\$28.02	\$28.22	\$38.26	\$44.56
<u>Price Adjustments</u>					
Property Rights Conveyed	0%	0%	0%	0%	0%
Adjusted Unit Price	\$25.40	\$28.02	\$28.22	\$38.26	\$44.56
Atypical Financing Terms	0%	0%	0%	0%	0%
Adjusted Unit Price	\$25.40	\$28.02	\$28.22	\$38.26	\$44.56
Conditions of Sale	0%	0%	0%	0%	0%
Adjusted Unit Price	\$25.40	\$28.02	\$28.22	\$38.26	\$44.56
Market Conditions (Time)	1%	2%	1%	7%	1%
Adjusted Unit Price	\$25.65	\$28.58	\$28.50	\$40.94	\$45.01
<u>Adjustments- Physical Characteristics</u>					
Location	10%	10%	15%	--	-10%
Size of Site	--	-5%	--	-10%	-15%
Shape of Site	5%	--	--	--	--
Access/Road Frontage	--	--	--	5%	--
Topography	--	--	--	--	--
Utilities Availability	--	--	--	--	--
Zoning	--	--	--	--	--
Other Features	--	--	--	--	--
Cumulative Adjustments	15%	5%	15%	-5%	-25%
Adjusted Price Per Square Foot	\$29.50	\$30.00	\$32.77	\$38.89	\$33.76

**SUMMARY OF LAND VALUATION ANALYSIS
(SUBJECT TO LONG-TERM ENCUMBRANCE)**

Income-producing properties typically provide two types of financial benefits - periodic income and future value resulting from the sale of the property at the end of the holding period. In the specific instance of the property, subject to license agreement, no periodic income is being received by the landlord as all rental payments were previously paid in the earlier years of this lease agreement. Since no rent is anticipated to be received by the landlord during the remaining term of this agreement, the sole benefit to the landlord that is expected to be generated by the subject property (other than possible eventual real estate taxation) is its potential sale well into the future. This future cash flow at the end of the projection period when the agreement expires is referred to as the reversion as it represents the anticipated return of a capital sum at the end of the investment. Generally, the longer the holding period, the greater the risk of the investment. Accordingly, an atypically-high discount rate is utilized in the valuation analysis in instances whereby the reversion is to occur many years in the future. This is the case of the subject as the analysis period extends for 79 years until 2097.

As previously presented in this appraisal report, the current market value of the fee simple title in the subject property is \$1,260,000. In estimating the future market value of the fee simple title in the parcel at the end of the holding period, an annual growth rate is applied to the current value. Although the forecasting of market conditions in the local market 79 years into the future is very subjective, an analysis of previous market trends and those anticipated in the near-term can be analyzed.

Based upon overall economic conditions in the local area, the annual rate of property value change in the local real estate market has shown both increases as well as decreases during the past 10 to 15 years. In the past approximately 5 years, it is concluded that well-located commercial land parcels like the subject property have experienced a broad average range of annual appreciation of approximately 2 to 5 percent. Based upon the extremely long-term of the analysis period in this valuation of 79 years, an average annual growth rate towards the lower end of this particular range is considered to be reasonable for the property. Therefore, an annual average rate of appreciation of between 2 to 3 percent (rounded at 2.5 percent) has been projected for this analysis.

Based upon the future annual growth rate of 2.5 percent during the next 79 years, the resulting future market value factor based upon annual discounting, is 7.0337. As a result, the present value of the future reversion of the fee simple title in the subject property is \$8,860,000 as shown below.

Current Market Value (Unencumbered)	\$1,260,000
Future Value Factor	
(79 yrs. @ 2.5%):	x <u>7.0337</u>
Future Value of Reversion (June, 2097):	\$8,862,462
Rounded	<u>\$8,860,000</u>

The above future value must be converted to present value to reflect the current effective date of this appraisal. In doing so, an appropriate discount rate is applied to the anticipated future reversion. The resulting present value represents the amount of capital to be invested at present so that the investor's expected yield equals the specified discount rate, based upon the value of the anticipated reversion.

For this analysis, data was obtained from the most recent PwC Real Estate Investor Survey (Fourth Quarter, 2017) and utilized as a basis. As presented in the addendum of this appraisal report, discount rates for varying commercial property types (ie regional malls, office, apartments) range from 5.0 to 11.5 percent. The average by property type currently ranges from 6.6 to 7.6 percent. Although these rates have and are anticipated to continue fluctuating over extended time periods, a discount rate towards the upper end of the overall indicated range is considered to be appropriate to reflect the increased risk associated with the lengthy 79-year holding period.

Based upon a discount rate of 10.0 percent, the resulting present value of the anticipated reversion (fee simple title) of the property is \$4,400 as shown below.

Future Value of Reversion (June, 2097):		\$8,860,000
Present Value Factor (79 yrs. @ 10.0%):	x	<u>0.0005</u>
Present Value of Reversion (April, 2018):		\$ 4,430
Rounded		<u><u>\$ 4,400</u></u>

Since there is no anticipated income to be generated to the landlord by way of periodic rent payments, the above present value of the anticipated reversion of the property is concluded to be equivalent to the market value of the property, subject to the long-term encumbrance. Although this figure represents only an extremely small percentage of the value of the property as if unencumbered, it is concluded to be reasonable based upon the significant length of the remaining term of the license agreement (79 years) in which there is no periodic rent to be received by the landlord.

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the fee simple title in the subject land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as if unencumbered, as of April 4, 2018, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$1,260,000. Additionally, as previously presented, the current value of the subject land parcel as if encumbered by the long-term encumbrance, as of April 4, 2018 is estimated to be \$4,400. Accordingly, the subject license agreement is concluded to have an extremely negative impact on the market value of the property. **This appraisal was prepared for Beggs & Lane, RLLP.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 2 to 534 days (0.1 to 17.8 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 3 to 9 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 3 to 9 months.

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a boundary survey of the subject property with legal description, site plans, aerial photographs, a flood zone map, zoning maps, a current PwC Real Estate Investor Survey, comparable land sales data, site plans and photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value non-residential properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the presumed absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than the **Beggs & Lane, RLLP** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with the **Beggs & Lane, RLLP**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

1. The valuation of the property as if encumbered by the subject license agreement is based upon the extraordinary assumption that the property were subject to this particular agreement between the landlord (City of Pensacola) and Palafox Pier and Yacht Harbor Inc., through 2097, as discussed in this appraisal report. As such, the client (owner) of the property has no rights of usage or anticipation of rent generation until the long-term license agreement expires in 2097. It should be noted that the use of this extraordinary assumption has a significant impact on the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish.

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665



State of Florida

Department of Business & Professional Regulation
2601 BLAIR STONE ROAD
TALLAHASSEE, FL 32399-0783

10/13/2016

SHERRILL, CHARLES C JR PA
410 E GOVERNMENT ST
PENSACOLA, FL 32502

LICENSURE CERTIFICATION

For Florida Licensee: SHERRILL, CHARLES C JR PA

License Number: RZ1665

License Type: Certified General Appraiser

Current License Status: Current, Active

Date of License Expiration: 11/30/2018

Date of Initial License: 01/25/1993

EDUCATION:

Licensee has met minimal Real Estate Certified General Appraiser criteria for education.

EXPERIENCE:

Licensee has met minimal Real Estate Certified General Appraiser criteria for experience.

EXAMINATION:

Licensee has successfully completed a Real Estate Certified General Appraiser approved examination.
General Appraiser Exam - General Appraiser Exam: 01/25/1993

Verify license status and discipline online at

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=9d1cba358650509cbb6a0e1c8a3cc33d>

Juana Watkins
Director
Florida Department of Business and Professional Regulation
Florida Division of Real Estate
Florida Real Estate Appraisal Board



PHOTOGRAPHS OF SUBJECT PROPERTY



View of Subject Property From South Jefferson/Pine Streets



Interior View of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior View of Subject Parcel

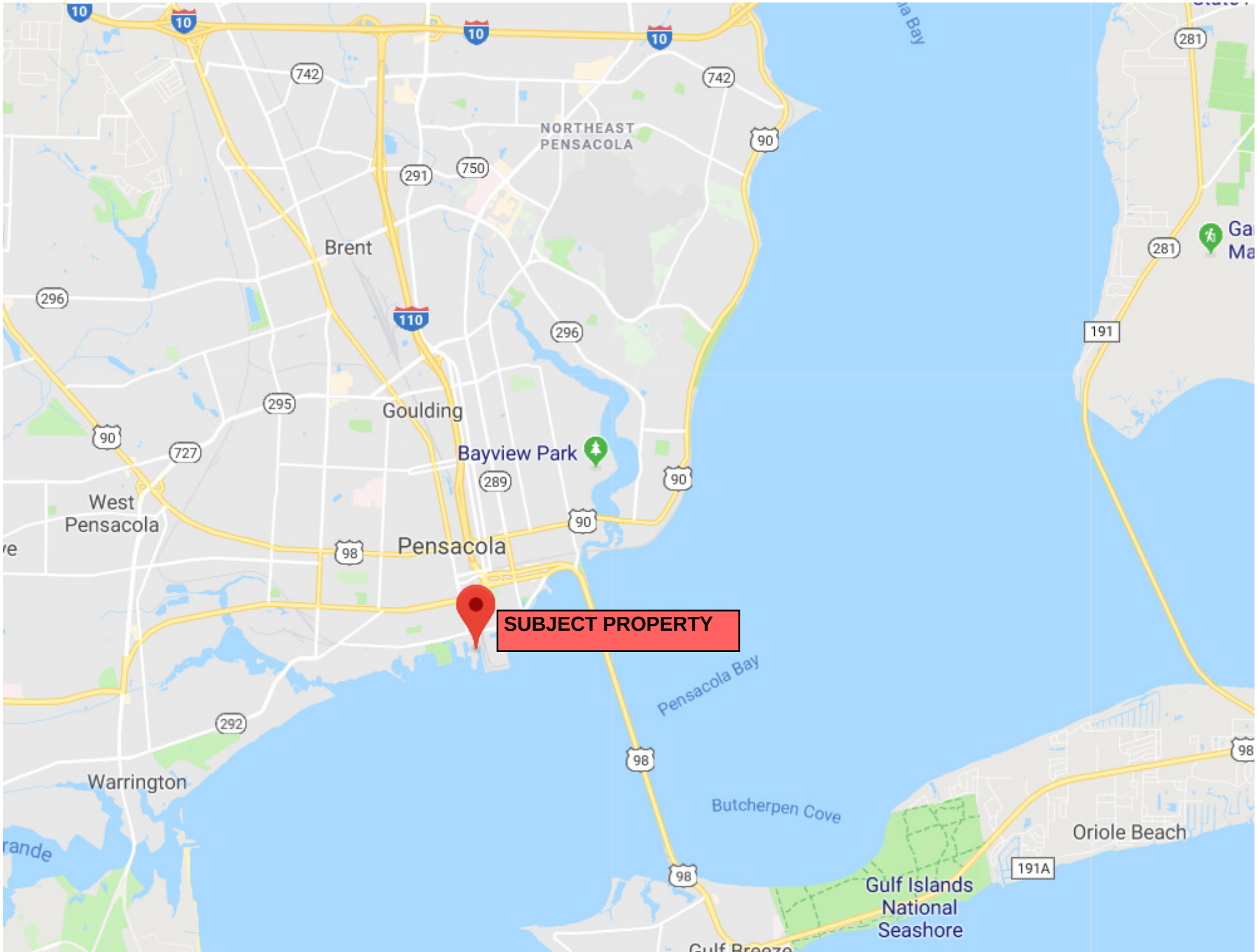


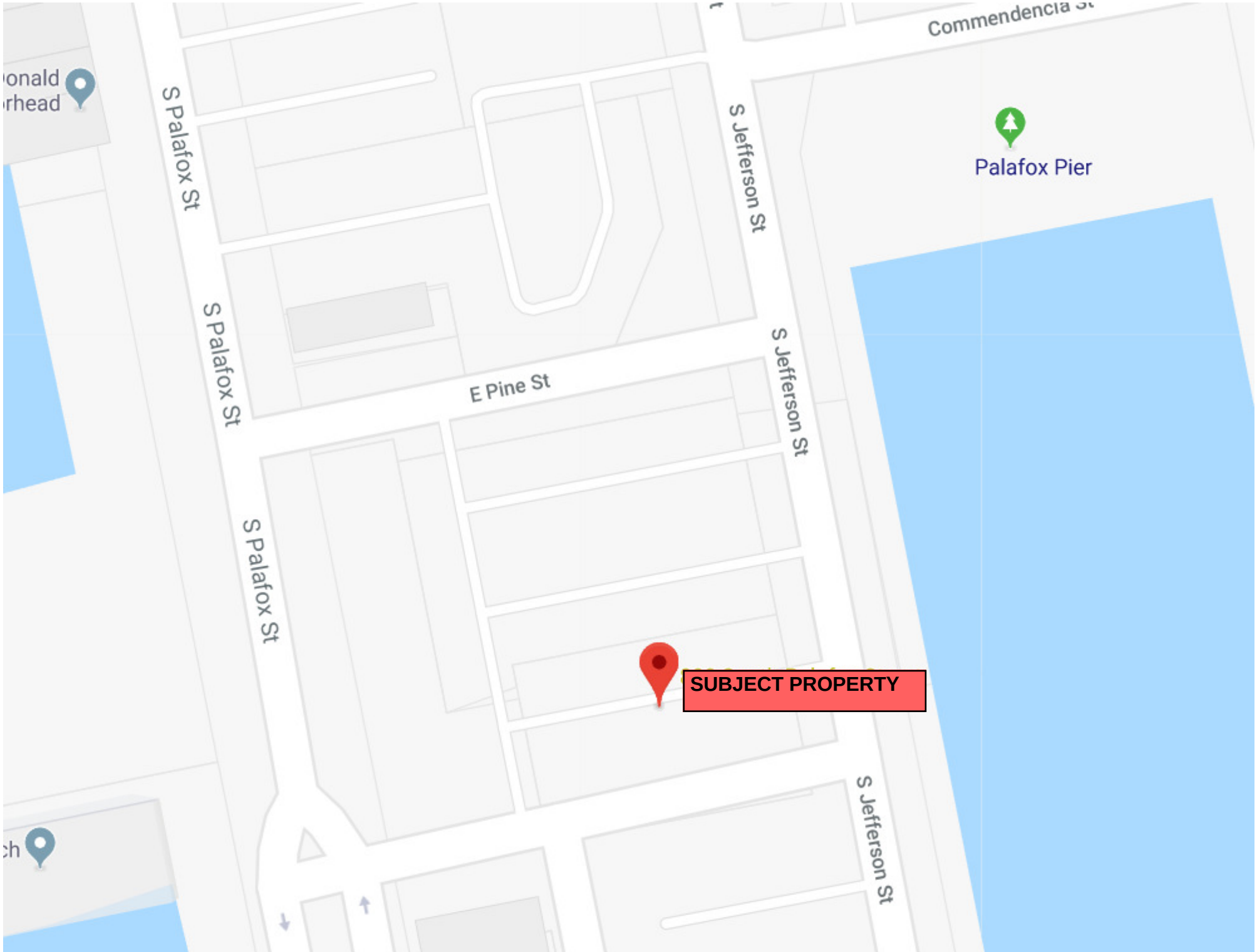
Subject Street Scene From South Jefferson Street

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject Street Scene From Pine Street

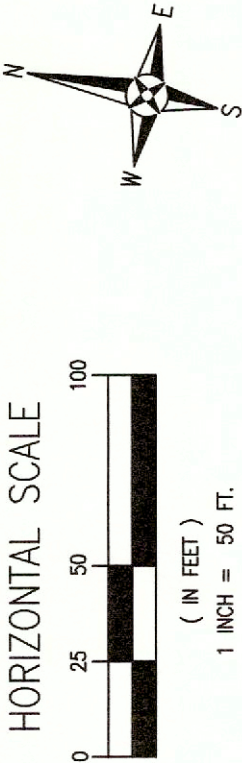
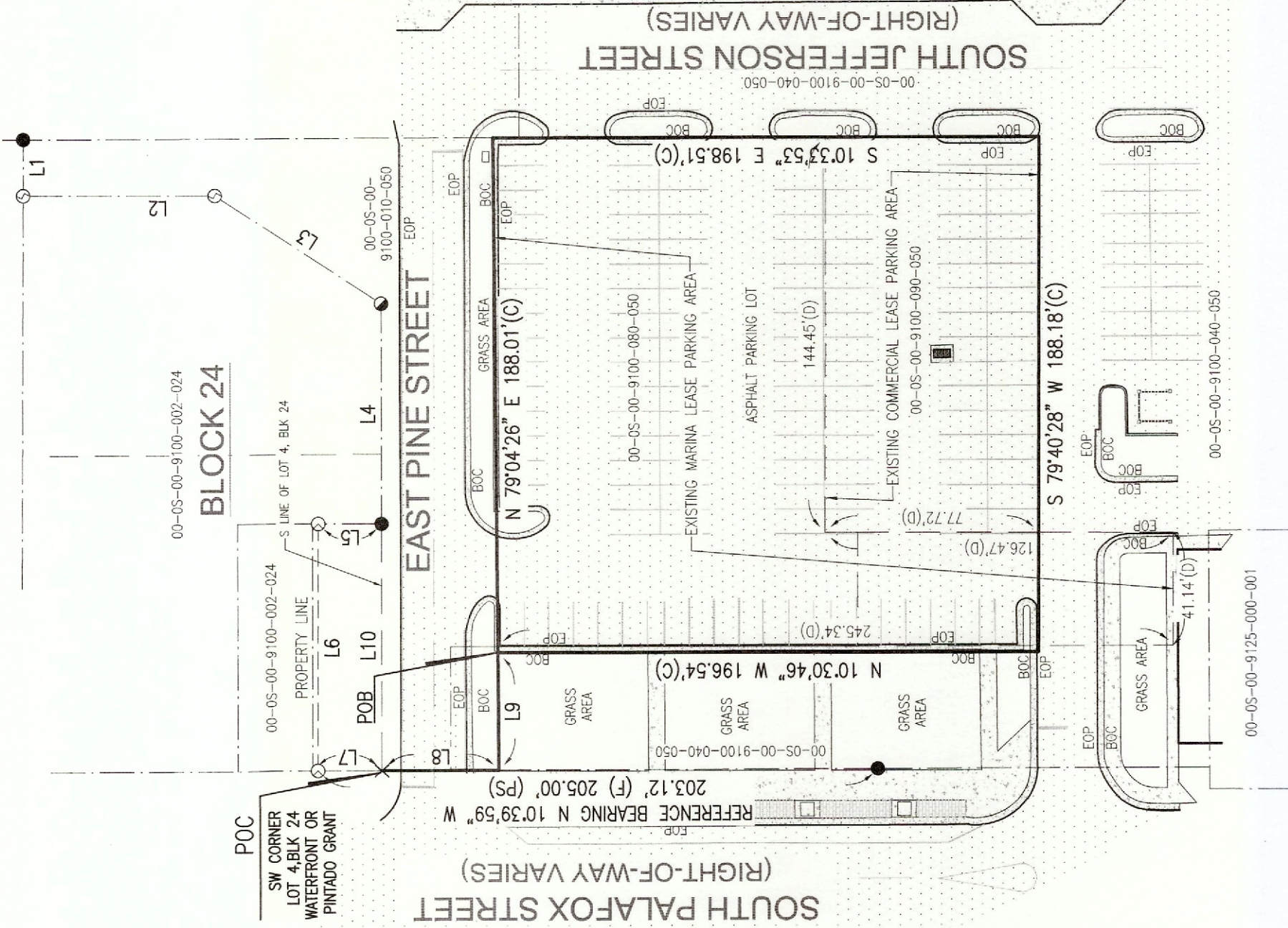




Line Table		
Line #	Length	Direction
L1(F)	20.52'	S79°42'20"W
L1(PS)	N/A	S79°29'22"W
L2(F)	69.98'	S10°29'33"E
L2(PS)	69.95'	S10°30'38"E
L3(F)	71.91'	S22°52'47"W
L3(PS)	71.95'	S22°56'20"W
L4(F)	80.42'	N79°28'45"E
L4(PS)	80.51'	N79°29'22"E
L5(F)	22.95'	S10°32'02"E
L6(F)	90.13'	N79°29'22"E
L7(F)	23.18'	S10°39'59"E
L8(C)	42.52'	S10°39'59"E
L8(PS)	42.52'	S10°39'59"E
L9(C)	43.00'	N79°04'26"E
L10(F)	90.12'	N79°29'30"E

LEGEND:

- FOUND 1/2" DIA CAPPED IRON ROD No. 4691 (GARY ZICK)
- FOUND 1/2" DIA CAPPED IRON ROD No. 475 (CH OVERMAN JR)
- FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- FOUND "X" CUT IN CONCRETE
- DENOTES BACK OF CURB
- DENOTES CALCULATED INFORMATION
- DENOTES DESCRIPTION INFORMATION AS FURNISHED
- DENOTES DIAMETER
- DENOTES EDGE OF PAVEMENT
- DENOTES FIELD INFORMATION
- DENOTES NUMBER
- DENOTES PLAT INFORMATION
- DENOTES PREVIOUS SURVEY MEASUREMENT
- DENOTES POINT OF BEGINNING
- DENOTES POINT OF COMMENCEMENT



DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

COMMENCE AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 24, OF THE WATERFRONT OR PINTADO GRANT ACCORDING TO THE MAP OF THE CITY OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE SOUTH 10°39'59" EAST ALONG THE WEST LINE OF SAID LOT AND ITS EXTENSION THEREOF FOR A DISTANCE OF 42.52 FEET; THENCE DEPARTING SAID LINE, PROCEED NORTH 79°04'26" EAST FOR A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 79°04'26" EAST ALONG THE BACK OF CURB FOR A DISTANCE OF 188.01 FEET; THENCE PROCEED SOUTH 10°33'53" EAST ALONG THE BACK OF CURB FOR A DISTANCE OF 198.51 FEET; THENCE PROCEED SOUTH 79°40'28" WEST FOR A DISTANCE OF 188.18 FEET; THENCE PROCEED NORTH 10°30'46" WEST ALONG THE BACK OF CURB FOR A DISTANCE OF 196.54 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.85 ACRES MORE OR LESS.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 10°39'59" WEST ALONG THE WEST LINE AND EXTENSION THEREOF OF LOT 4, BLOCK 24, OF THE WATERFRONT OR PINTADO GRANT ACCORDING TO THE MAP OF PENSACOLA FLA., PUBLISHED BY THOS. C. WATSON & CO., COPYRIGHTED IN 1906 AS RECORDED IN DEED BOOK 126, AT PAGE 400 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; A COPY OF A PREVIOUS SURVEY BY PITMAN & ASSOCIATES INC., (FILE NO. C-4016, JOB NO. 27504-00), A COPY OF A PREVIOUS SURVEY BY KIM SURVEYING, INC., (DRAWING NO. 01-9015, DATED MARCH 23, 2001, REVISED DATE OF JULY 24, 2001); DEEDS OF RECORD, AND EXISTING FIELD MONUMENTATION.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "AE", WITH A BASE FLOOD ELEVATION OF 7.0', BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C03906, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTIVE PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY. AN ACCURATE FIELD SURVEY OF THE PARCEL(S) DESCRIBED HEREON MAY RESULT IN VARIATIONS IN BEARINGS AND/OR DISTANCES.
- THE SKETCH SHOWN HEREON IS SUBJECT TO DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THE SURVEY SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Mark A. Morris
BY: MARK A. MORRIS
FLORIDA REGISTRATION NO. 6211

APR 13, 2018
DATE

DESCRIPTION & SKETCH

PREPARED FOR: MCDONALD, FLEMING, MOORHEAD
REQUESTED BY: MR. ED FLEMING

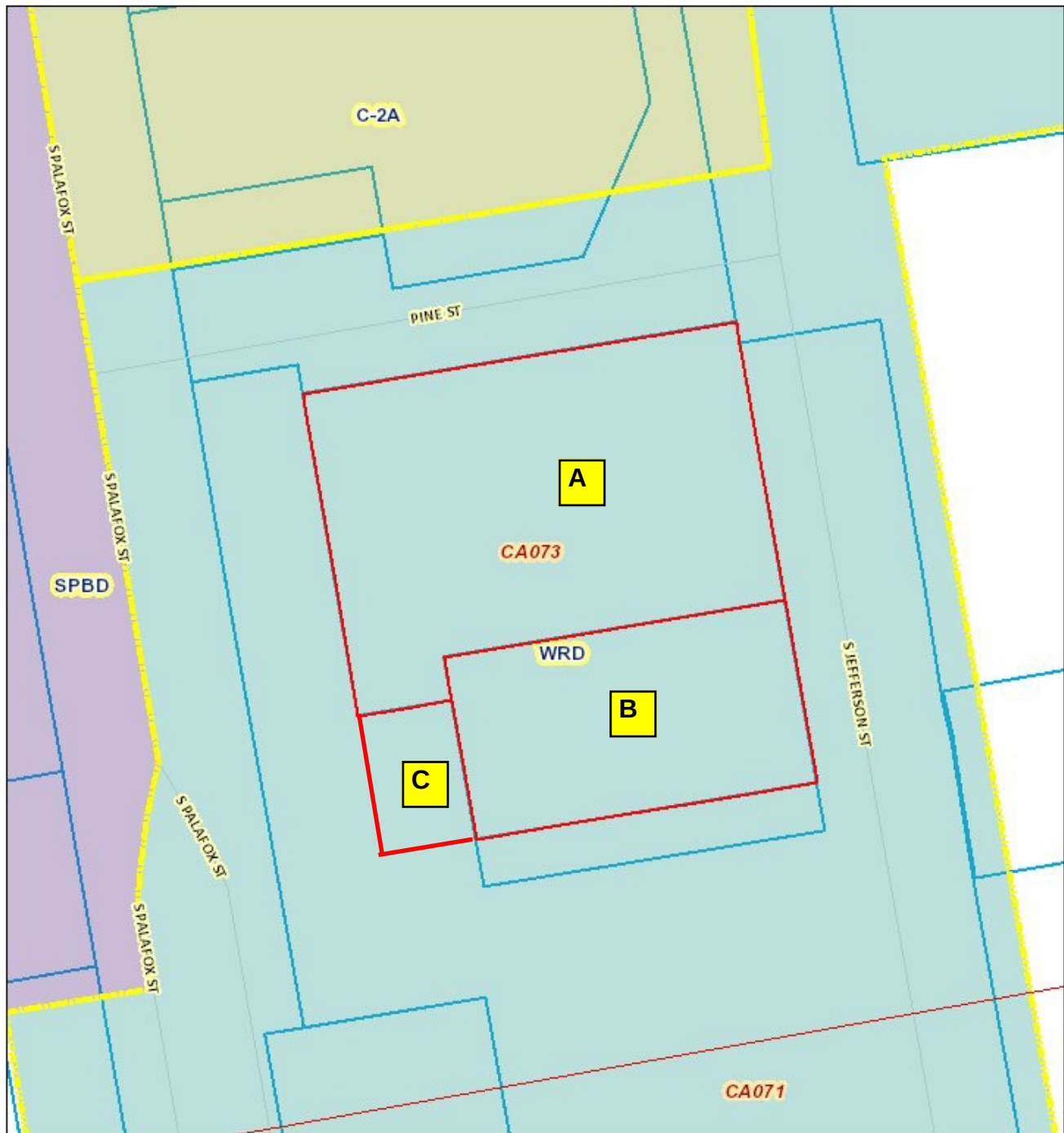
PROJECT: 2016.219
DRAWN BY: ANC
CHKD BY: MAN
SCALE: 1" = 50'
F.B.: 17-03; 17-05
P.G.: 62, 9-11
DATE: 4/18/2017

NO.	DATE	APPR.	REVISION/ACTION TAKEN

MARINA LEASE PARKING AREA
800 BLOCK OF SOUTH PALAFOX STREET
PENSACOLA, FLORIDA 32502
A PORTION OF
SECTION 46 TOWNSHIP 2 SOUTH
RANGE 30 WEST
COUNTY: ESCAMBIA
STATE: FLORIDA

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.433.0400 Fax 850.433.0448
FB 00006657 LB7916



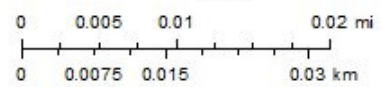
April 4, 2018

polygonLayer

Override 1

- Map Grid
- Boundary

1:711





April 4, 2018

1:711

polygonLayer

Property Line

Override 1

Red: Band_1

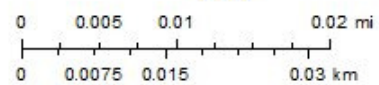
Map Grid

Green: Band_2

Major Roads

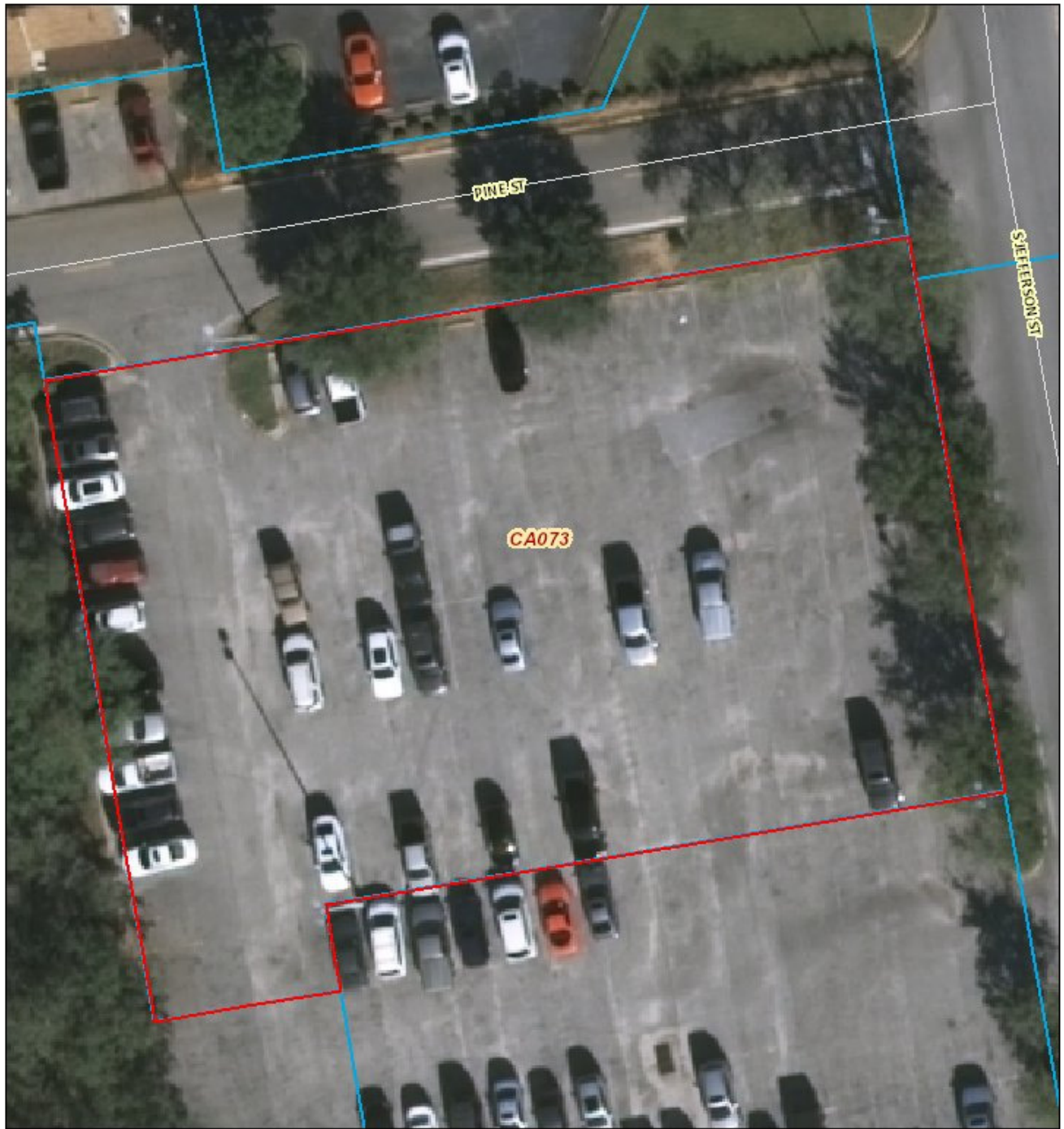
Blue: Band_3

All Roads



PARCEL A

PARCEL A

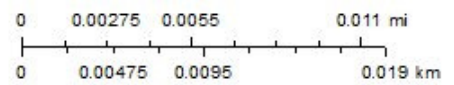


April 4, 2018

1:356

polygonLayer

- | | |
|---|---------------|
| — | All Roads |
| — | Property Line |
| — | Red: Band_1 |
| — | Green: Band_2 |
| — | Blue: Band_3 |
| — | Map Grid |
| — | Boundary |
| — | Main Roads |



PARCEL A

Source: Escambia County Property Appraiser

[←](#)
[→](#)
☒ Account
 ☐ Reference

[Restore Full Page Version](#)

General Information

Reference: 000S009100080050
Account: 154408070
Owners: PENSACOLA CITY OF
 LEASED TO PALAFOX PIER &
 YACHT HARBOR INC
Mail: C/O MARINA MANAGEMENT CORP
 850 S PALAFOX ST
 SUITE 102
 PENSACOLA, FL 32502
Situs: 800 BLK S PALAFOX PL 32502
Use Code: LEASEHOLD INTEREST
Taxing Authority: DOWNTOWN, PENSACOLA CITY LIMITS
Schools (Elem/Int/High): GLOBAL LEARNING
 ACADEMY/WORKMAN/PENSACOLA
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	\$453,020	\$9,390	\$462,410	\$170,583
2016	\$453,020	\$9,390	\$462,410	\$155,076
2015	\$453,020	\$9,390	\$462,410	\$140,979

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

> [File for New Homestead Exemption Online](#)

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

2017 Certified Roll Exemptions

None

Legal Description

MARINA LEASE PARKING AREA BEG AT SW COR OF LT 4 BLK 24 WATERFRONT S 10 DEG 39 MIN 59 SEC E ALG W LI OF SD LT & ITS...

Extra Features

ASPHALT PAVEMENT
PARKING LIGHT

Parcel Information

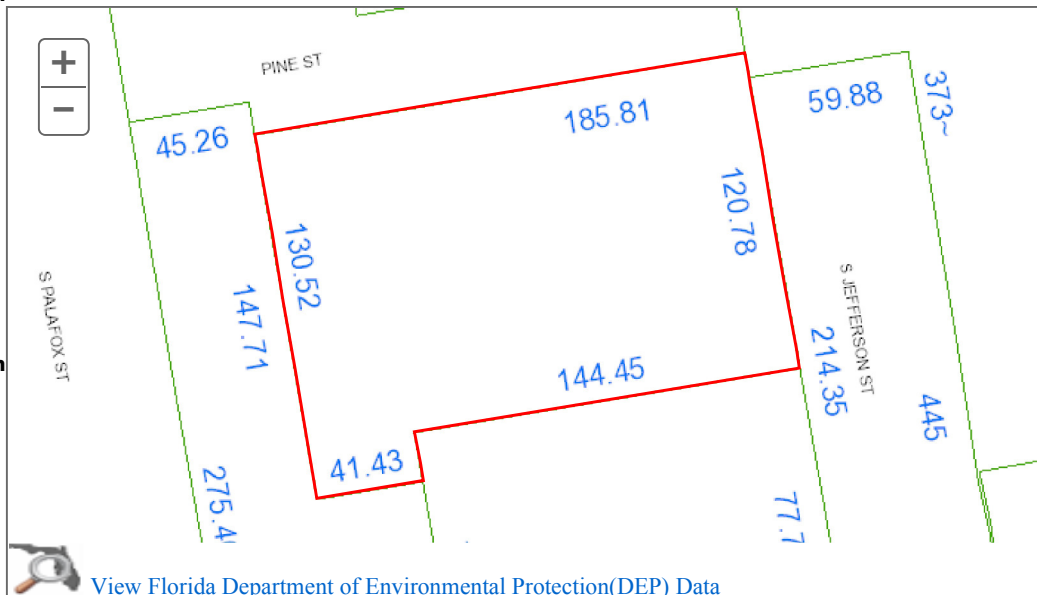
[Launch Interactive Map](#)

Section Map Id:
[CA073](#)

Approx. Acreage:
 0.5200

Zoned:
 WRD

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

PARCEL A

Escambia County Property Appraiser

000S009100080050 - Full Legal Description

MARINA LEASE PARKING AREA BEG AT SW COR OF LT 4 BLK 24 WATERFRONT S 10 DEG 39 MIN 59 SEC E
ALG W LI OF SD LT & ITS EXTEN 42 52/100 FT N 79 DEG 04 MIN 26 SEC E 45 21/100 FT FOR POB CONT N 79
DEG 04 MIN 26 SEC E 185 81/100 FT S 10 DEG 33 MIN 53 SEC E 120 78/100 FT S 79 DEG 40 MIN 28 SEC W 144
45/100 FT S 10 DEG 22 MIN 08 SEC E 11 65/100 FT S 79 DEG 37 MIN 52 SEC W 41 43/100 FT N 10 DEG 30 MIN 46
SEC W 130 52/100 FT TO POB OR 4575/4396 P 768/733 CA 71/73

PARCEL A



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EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc



SCAN TO PAY ONLINE

2017

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
15-4408-070	17		0005009100080050

PROPERTY ADDRESS:
800 BLK S PALAFOX PL

EXEMPTIONS:

PENSACOLA CITY OF
C/O MARINA MANAGMENT CORP
LEASED TO PALAFOX PIER &
850 S PALAFOX ST
SUITE 102
PENSACOLA, FL 32502

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	170,583	0	170,583	1,128.66
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	462,410	0	462,410	1,039.50
BY STATE LAW	4.3830	462,410	0	462,410	2,026.74
PENSACOLA	4.2895	170,583	0	170,583	731.72
DOWNTOWN	2.0000	170,583	0	170,583	341.17
WATER MANAGEMENT	0.0353	170,583	0	170,583	6.02
M.S.T.U. LIBRARY	0.3590	170,583	0	170,583	61.24

TOTAL MILLAGE 19.9313

AD VALOREM TAXES \$5,335.05

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
MARINA LEASE PARKING AREA BEG AT SW COR OF LT 4 BLK 24 WATERFRONT S 10 DEG 39 MI See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$5,335.05

If Received By Please Pay	Apr 30, 2018 5,495.10	May 31, 2018 5,525.10	Jun 29, 2018 5,605.13		
------------------------------	--------------------------	--------------------------	--------------------------	--	--

RETAIN FOR YOUR RECORDS

2017 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Apr 30, 2018 5,495.10
AMOUNT IF PAID BY	May 31, 2018 5,525.10
AMOUNT IF PAID BY	Jun 29, 2018 5,605.13
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
15-4408-070
PROPERTY ADDRESS
800 BLK S PALAFOX PL

PENSACOLA CITY OF
C/O MARINA MANAGMENT CORP
LEASED TO PALAFOX PIER &
850 S PALAFOX ST
SUITE 102
PENSACOLA, FL 32502

1 154408070 2017 7

PARCEL B

PARCEL B



April 4, 2018

polygonLayer

Override 1



Map Grid



Major Roads



All Roads



Property Line



Red: Band_1

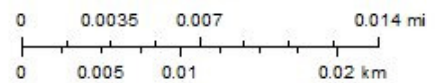


Green: Band_2



Blue: Band_3

1:431



PARCEL B

Source: Escambia County Property Appraiser

[←](#)
[→](#)
☒ Account
 ☐ Reference

[Restore Full Page Version](#)

General Information

Reference: 000S009100090050
Account: 154408080
Owners: PENSACOLA CITY OF
 LEASED TO PALAFOX PIER &
 YACHT HARBOR INC
Mail: C/O MARINA MANAGMENT CORP
 850 S PALAFOX ST
 SUITE 102
 PENSACOLA, FL 32502
Situs: 800 BLK S PALAFOX PL 32502
Use Code: LEASEHOLD INTEREST
Taxing Authority: DOWNTOWN, PENSACOLA CITY LIMITS
Schools (Elem/Int/High): GLOBAL LEARNING
 ACADEMY/WORKMAN/PENSACOLA
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	\$283,150	\$4,492	\$287,642	\$85,011
2016	\$283,150	\$4,492	\$287,642	\$77,283
2015	\$283,150	\$4,492	\$287,642	\$70,258

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

> [File for New Homestead Exemption Online](#)

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

2017 Certified Roll Exemptions

None

Legal Description

COMMERCIAL LEASE PARKING AREA BEG AT SW COR OF LT 4 BLK 24 WATERFRONT S 10 DEG 39 MIN 59 SEC E ALG W LI OF SD LT & ITS...

Extra Features

ASPHALT PAVEMENT

Parcel Information

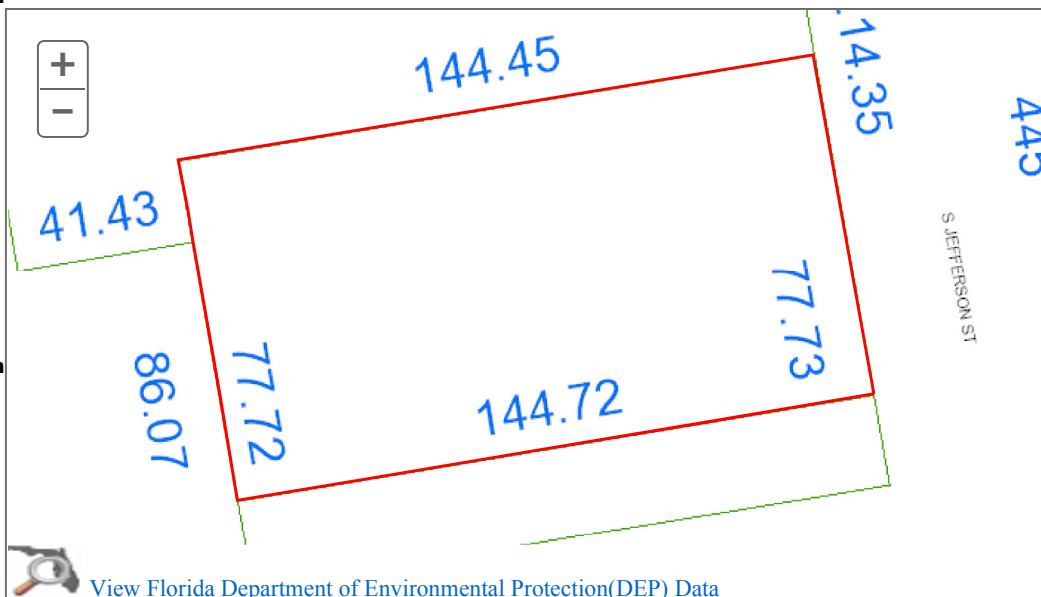
[Launch Interactive Map](#)

Section Map Id:
[CA073](#)

Approx. Acreage:
 0.2600

Zoned:
 WRD

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Escambia County Property Appraiser

000S009100090050 - Full Legal Description

COMMERCIAL LEASE PARKING AREA BEG AT SW COR OF LT 4 BLK 24 WATERFRONT S 10 DEG 39 MIN 59
SEC E ALG W LI OF SD LT & ITS EXTEN 42 52/100 FT N 79 DEG 04 MIN 28 SEC E 231 02/100 FT S 10 DEG 33
MIN 53 SEC E 120 78/100 FT FOR POB CONT S 10 DEG 33 MIN 53 SEC E 77 73/100 FT S 79 DEG 40 MIN 28 SEC W
144 72/100 FT N 10 DEG 22 MIN 08 SEC W 77 72/100 FT N 79 DEG 40 MIN 28 SEC E 144 45/100 FT TO POB OR
4575/4396 P 768/733 CA 71/73

PARCEL B



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twitter.com/escambiatc



SCAN TO PAY ONLINE

2017

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
15-4408-080	17		0005009100090050

PROPERTY ADDRESS:
800 BLK S PALAFOX PL

EXEMPTIONS:

PENSACOLA CITY OF
C/O MARINA MANAGMENT CORP
LEASED TO PALAFOX PIER &
850 S PALAFOX ST
SUITE 102
PENSACOLA, FL 32502

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	85,011	0	85,011	562.48
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	287,642	0	287,642	646.62
BY STATE LAW	4.3830	287,642	0	287,642	1,260.73
PENSACOLA	4.2895	85,011	0	85,011	364.65
DOWNTOWN	2.0000	85,011	0	85,011	170.02
WATER MANAGEMENT	0.0353	85,011	0	85,011	3.00
M.S.T.U. LIBRARY	0.3590	85,011	0	85,011	30.52

TOTAL MILLAGE 19.9313

AD VALOREM TAXES \$3,038.02

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
COMMERCIAL LEASE PARKING AREA BEG AT SW COR OF LT 4 BLK 24 WATERFRONT S 10 DEG 3 See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$3,038.02

If Paid By Please Pay	Nov 30, 2017 \$0.00				
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RETAIN FOR YOUR RECORDS

2017 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Nov 30, 2017 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

15-4408-080

PROPERTY ADDRESS

800 BLK S PALAFOX PL

PENSACOLA CITY OF
C/O MARINA MANAGMENT CORP
LEASED TO PALAFOX PIER &
850 S PALAFOX ST
SUITE 102
PENSACOLA, FL 32502

Paid 11/29/2017 Receipt # WWW-17-0033287 \$2,916.50

Paid By Marina Management

PARCEL C

PARCEL C - PARENT TRACT

Source: Escambia County Property Appraiser

[←](#)
[Navigate Mode](#)
☒ Account
 ☐ Reference
 [→](#)

[Restore Full Page Version](#)

General Information

Reference: 000S009100040050
Account: 154408030
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 800 BLK OF S PALAFOX PL 32502
Use Code: MUNICIPAL OWNED
Taxing Authority: PENSACOLA CITY LIMITS
Schools (Elem/Int/High): GLOBAL LEARNING
 ACADEMY/WORKMAN/PENSACOLA
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	\$1,705,500	\$61,747	\$1,767,247	\$1,195,134
2016	\$1,705,500	\$61,584	\$1,767,084	\$1,086,486
2015	\$1,705,500	\$60,384	\$1,765,884	\$987,715

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

[> File for New Homestead Exemption Online](#)

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

2017 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

BEG AT SW COR OF LT 4 BLK 24 WATERFRONT TRACT S 10 DEG 39 MIN 59 SEC E ALG E LI OF PALAFOX ST (78 92/100 FT R/W)...

Extra Features

ASPHALT PAVEMENT
 PARKING LIGHT

Parcel Information

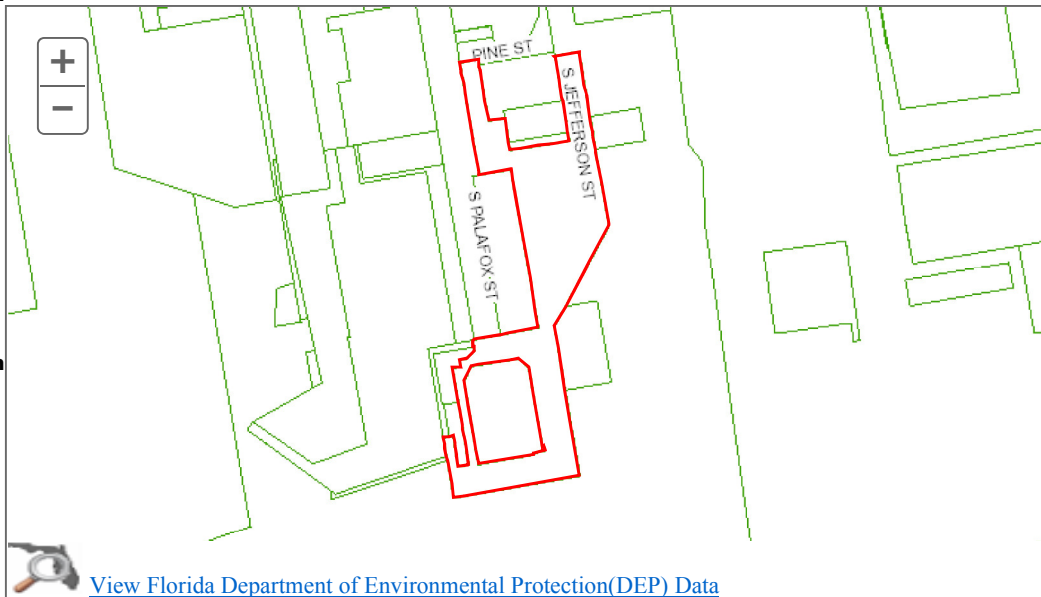
[Launch Interactive Map](#)

Section Map Id:
[CA071](#)

Approx. Acreage:
 3.7900

Zoned:
 WRD

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

PARCEL C - PARENT TRACT

Escambia County Property Appraiser

000S009100040050 - Full Legal Description

BEG AT SW COR OF LT 4 BLK 24 WATERFRONT TRACT S 10 DEG 39 MIN 59 SEC E ALG E LI OF PALAFOX ST (78 92/100 FT R/W) 25 FT FOR POB N 79 DEG 29 MIN 22 SEC E 45 26/100 FT S 10 DEG 30 MIN 46 SEC E 147 71/100 FT N 79 DEG 37 MIN 32 SEC E 41 43/100 FT S 10 DEG 22 MIN 08 SEC E 86 07/100 FT N 79 DEG 40 MIN 28 SEC E 144 72/100 FT N 10 DEG 33 MIN 53 SEC W 214 35/100 FT N 79 DEG 29 MIN 22 SEC E 59 88/100 FT S 10 DEG 30 MIN 38 SEC E 445 FT S 26 DEG 10 MIN 01 SEC W 291 31/100 FT S 10 DEG 30 MIN 38 SEC E 360 16/100 FT S 79 DEG 29 MIN 22 SEC W 311 32/100 FT N 10 DEG 42 MIN 24 SEC W 147 69/100 FT N 79 DEG 15 MIN 18 SEC E 24 22/100 FT S 10 DEG 44 MIN 42 SEC E 75 FT N 79 DEG 15 MIN 18 SEC E 26 FT N 10 DEG 44 MIN 42 SEC W 238 FT N 79 DEG 15 MIN 18 SEC E 20 FT N 10 DEG 44 MIN 42 SEC W 17 FT N 79 DEG 15 MIN 18 SEC E 18 FT N 43 DEG 43 MIN 22 SEC E 25 81/100 FT N 10 DEG 44 MIN 42 SEC W 20 39/100 FT N 79 DEG 29 MIN 22 SEC E 174 12/100 FT N 10 DEG 34 MIN 18 SEC W 399 77/100 FT S 79 DEG 31 MIN 04 SEC W 86 38/100 FT N 10 DEG 39 MIN 59 SEC W 275 46/100 FT TO POB DB 171 P 145/161 CA 71/73

PARCEL C - PARENT TRACT



April 4, 2018

1:2,321

polygonLayer

Override 1



Map Grid



Boundary



Main Roads



All Roads



Property Line



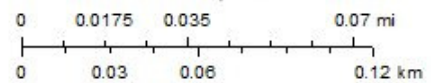
Red: Band_1



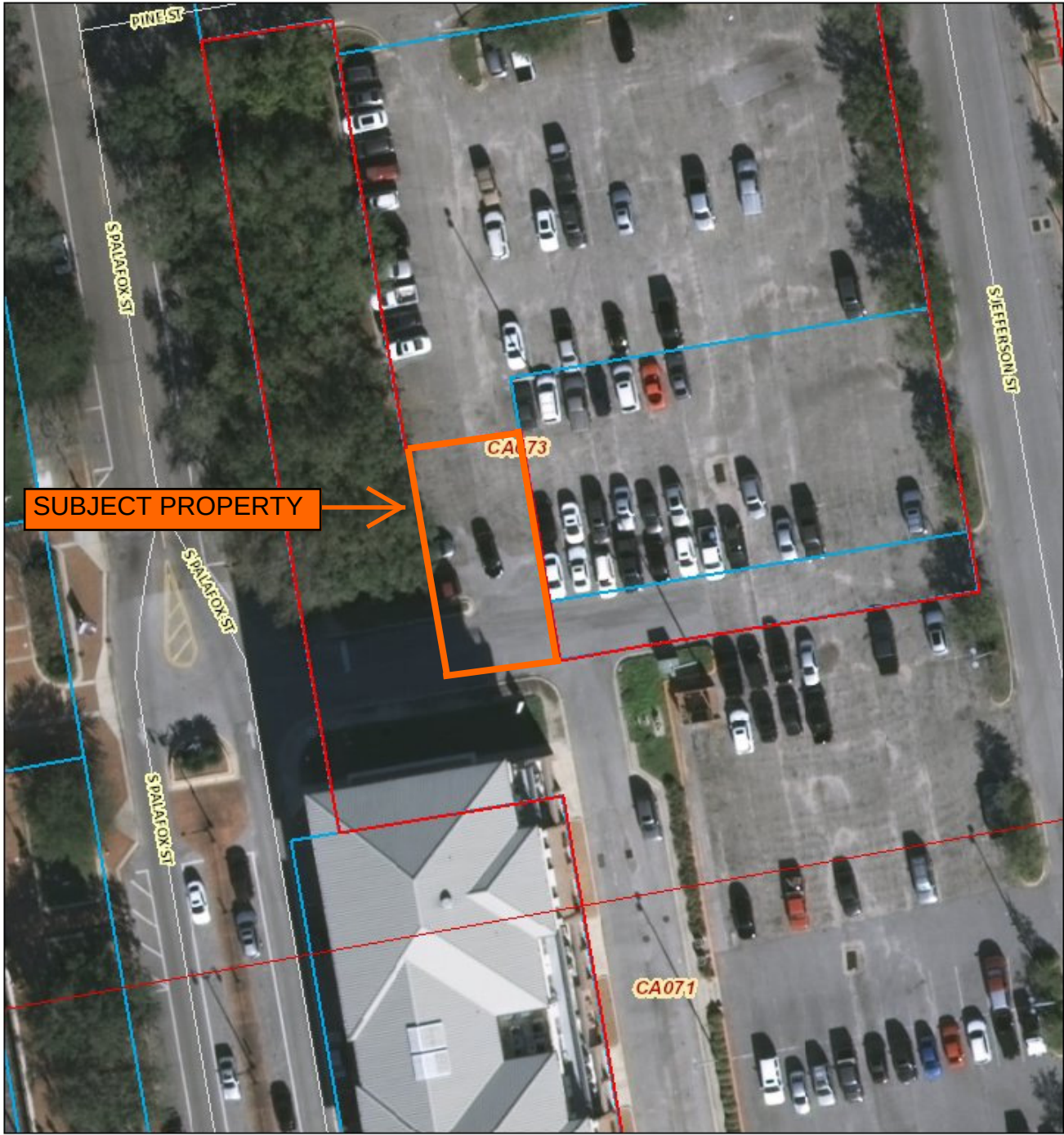
Green: Band_2



Blue: Band_3



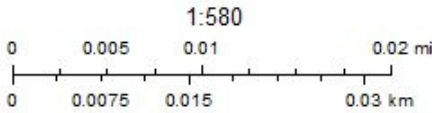
PARCEL C - PARENT TRACT



April 4, 2018

polygonLayer

- Override 1
- Map Grid
- Boundary
- Main Roads
- Property Line
- Red: Band_1
- Green: Band_2





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twitter.com/escambiatc

2017

REAL ESTATE

TAXES



SCAN TO PAY ONLINE

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
15-4408-030	16		0005009100040050

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

PROPERTY ADDRESS:
800 BLK OF S PALAFOX PL

EXEMPTIONS:
MUNICIPAL-CITY OWNED

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	1,195,134	1,195,134	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	1,767,247	1,767,247	0	0.00
BY STATE LAW	4.3830	1,767,247	1,767,247	0	0.00
PENSACOLA	4.2895	1,195,134	1,195,134	0	0.00
WATER MANAGEMENT	0.0353	1,195,134	1,195,134	0	0.00
M.S.T.U. LIBRARY	0.3590	1,195,134	1,195,134	0	0.00

TOTAL MILLAGE 17.9313

AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT SW COR OF LT 4 BLK 24 WATERFRONT TRACT S 10 DEG 39 MIN 59 SEC E ALG E LI See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$0.00

If Received By Please Pay	Apr 30, 2018 \$0.00				
------------------------------	------------------------	--	--	--	--

RETAIN FOR YOUR RECORDS

2017 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY **Apr 30, 2018**
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

15-4408-030

PROPERTY ADDRESS

800 BLK OF S PALAFOX PL

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

FLOOD MAP



April 4, 2018

polygonLayer

Override 1

— LOCAL ROAD

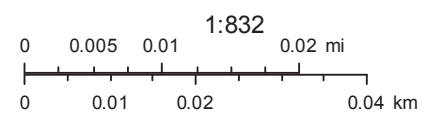
□ Parcels

Streets

— PRINCIPAL ARTERIAL

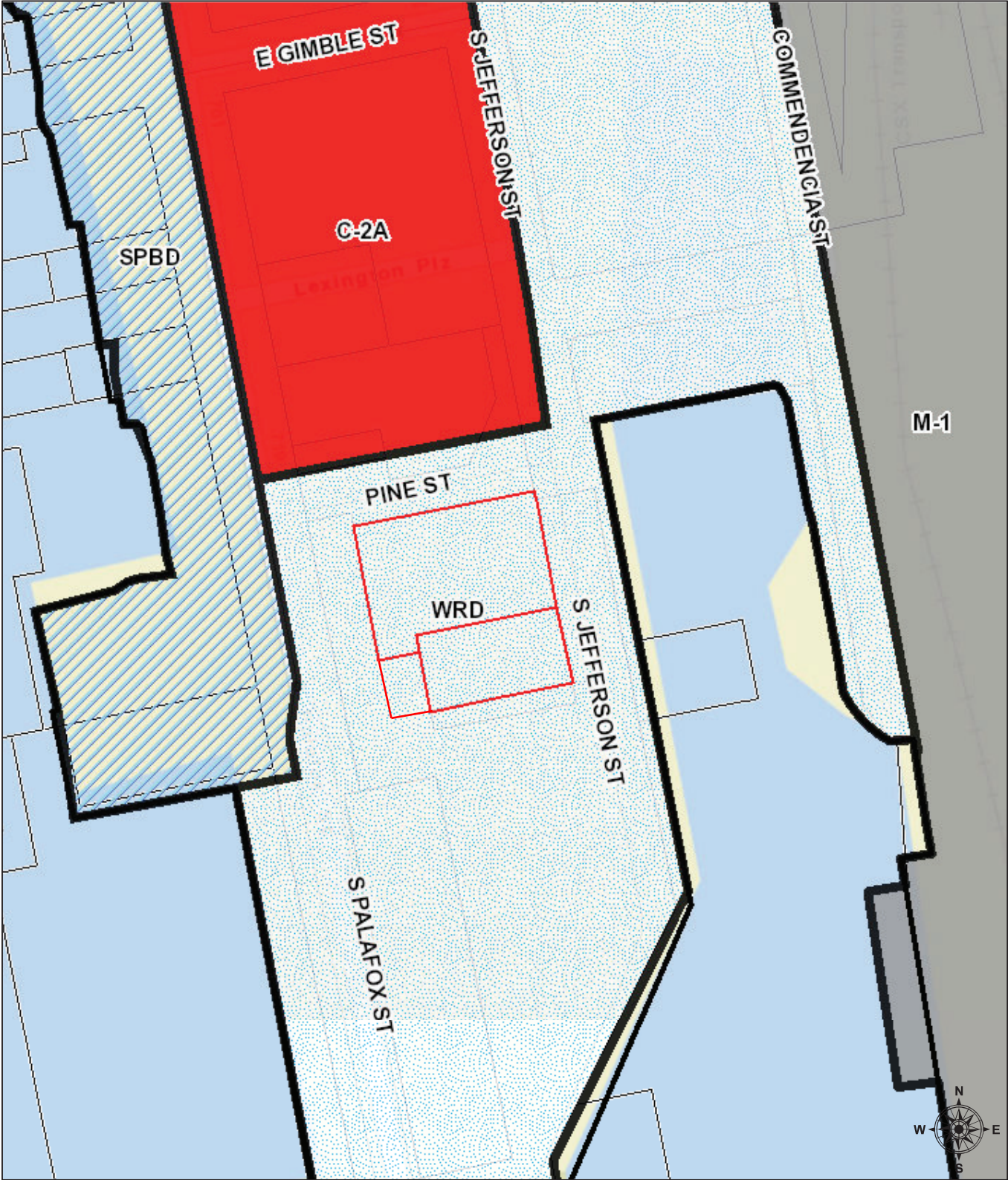
— MINOR ARTERIAL

— COLLECTOR

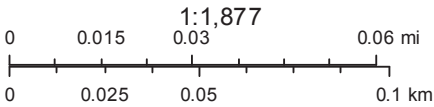


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

ZONING

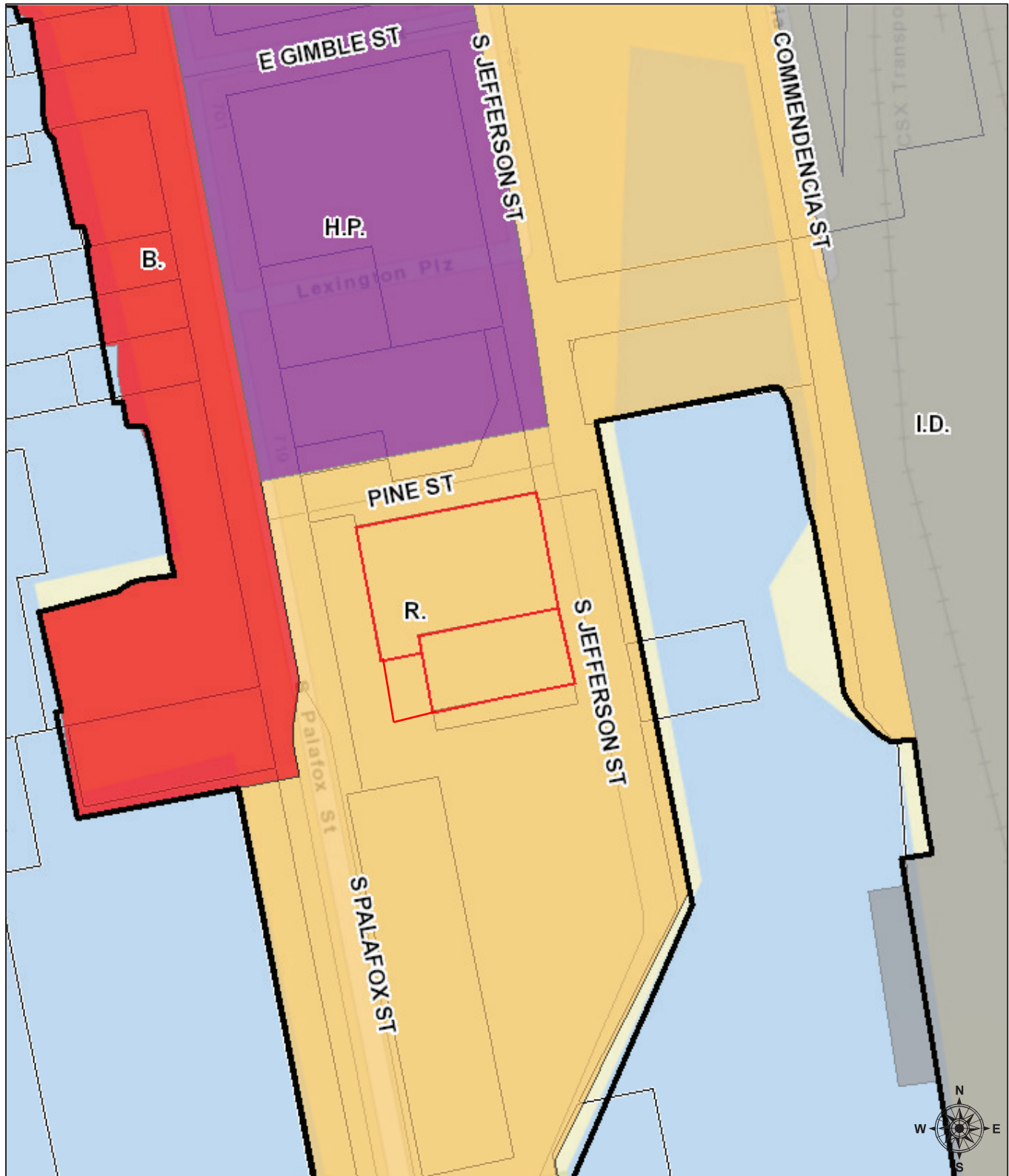


April 4, 2018

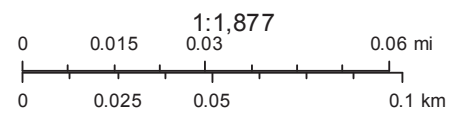


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

FUTURE LAND USE



April 4, 2018



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

CONTOURS



April 4, 2018

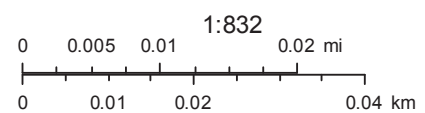
polygonLayer

Override 1

Streets

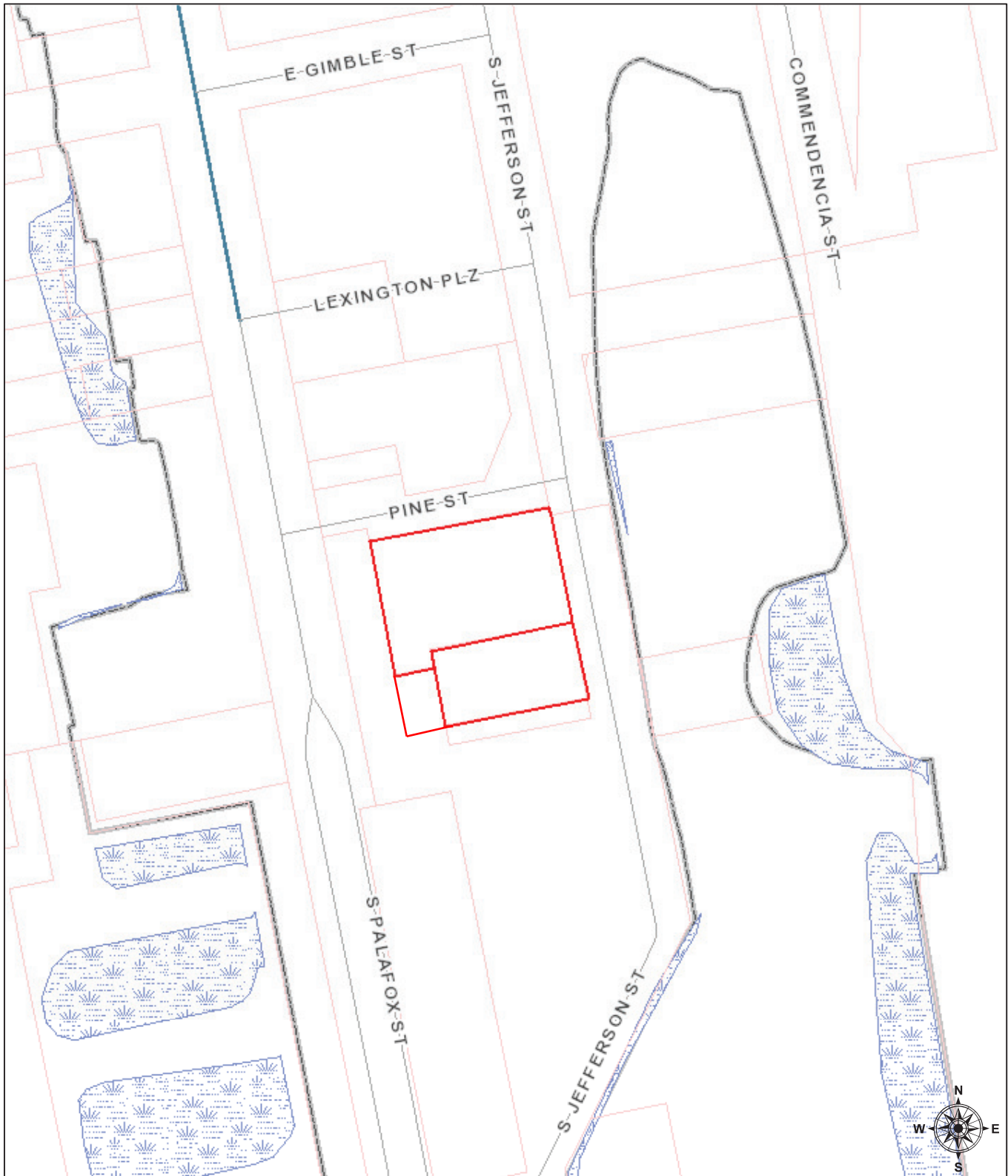
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

- LOCAL ROAD
- Parcels
- Contours - Elevation
- County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

WETLANDS



April 4, 2018

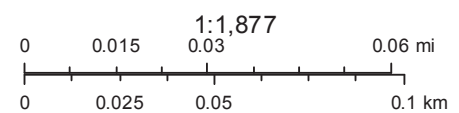
polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

- LOCAL ROAD
- Parcels
- Wetlands
- County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Economic Indicators | PwC Real Estate Investor Survey, Q4 2017

	Regional Mall		CBD Office		Warehouse		Apartment	
	Q4 2017	Q3 2017	Q4 2017	Q3 2017	Q4 2017	Q3 2017	Q4 2017	Q3 2017
Discount Rate (IRR)^a								
Range (%)	5.00 – 11.50	5.00 – 11.50	5.50 – 9.00	5.50 – 9.50	5.50 – 9.00	5.50 – 9.00	5.50 – 10.00	5.50 – 10.00
Average (%)	7.60	7.60	7.05	7.13	6.60	6.65	7.26%	7.28%
Change (bps)		0		-8		-5		-2
Overall Cap Rate (OAR)^a								
Range (%)	4.00 – 10.00	4.00 – 10.00	3.50 – 8.00	3.50 – 7.50	3.30 – 6.90	4.00 – 6.90	3.50 – 7.50	3.50 – 7.50
Average (%)	6.25	6.23	5.73	5.66	5.06	5.22	5.32	5.35%
Change (bps)		+2		+7		-16		-3
Residual Cap Rate								
Range (%)	4.00 – 10.00	4.00 – 10.00	4.75 – 8.00	4.75 – 7.50	5.00 – 7.50	5.00 – 7.00	4.25 – 7.75	4.25 – 7.75
Average (%)	6.68	6.70	6.16	6.11	5.90	5.96	5.74	5.79
Change (bps)		-2		+5		-6		-5

^aRate on unleveraged, all-cash transactions. Definitions: bps, basis points. Discount Rate (IRR), internal rate of return in an all-cash transaction, based on annual year-end compounding. Overall Cap Rate (OAR), initial rate of return in an all-cash transaction. Residual Cap Rate, overall capitalization rate used in calculation of residual price; typically applied to the NOI in the year following the forecast. Survey involves institutional-grade properties. Source: PwC Real Estate Investor Survey; Personal survey conducted by PwC during December 2017. For subscription information, please visit http://bit.ly/pwc_real_estate_survey or call 1-800-654-3387.

COMPARABLE LAND SALE

COMPARABLE NO.: 1 RECORD NUMBER: 7756

CLASSIFICATION: VACANT COMMERCIAL LAND

DATE: 01/05/2018

LOCATION: 120 WEST GOVERNMENT STREET, PENSACOLA, FLORIDA

SALES PRICE: \$720,000

GRANTOR: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA

GRANTEE: G SQUARED PENSACOLA, LLC

REFERENCE: OR 7835 PAGE 887; GCMLS #2257106 & MLS #515089

BRIEF LEGAL DESCRIPTION: LOTS WITHIN BLOCK 134, OLD CITY TRACT; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: C-2A; DOWNTOWN RETAIL COMMERCIAL

HIGHEST AND BEST USE: OFFICE

LAND SIZE: 28,349 SQ. FT. (0.65 ACRE)

FRONT FEET: 109 FT.

LAND UNIT PRICES:

PER SQUARE FOOT: \$25.40

PER FRONT FOOT: \$6,605.50

REMARKS:

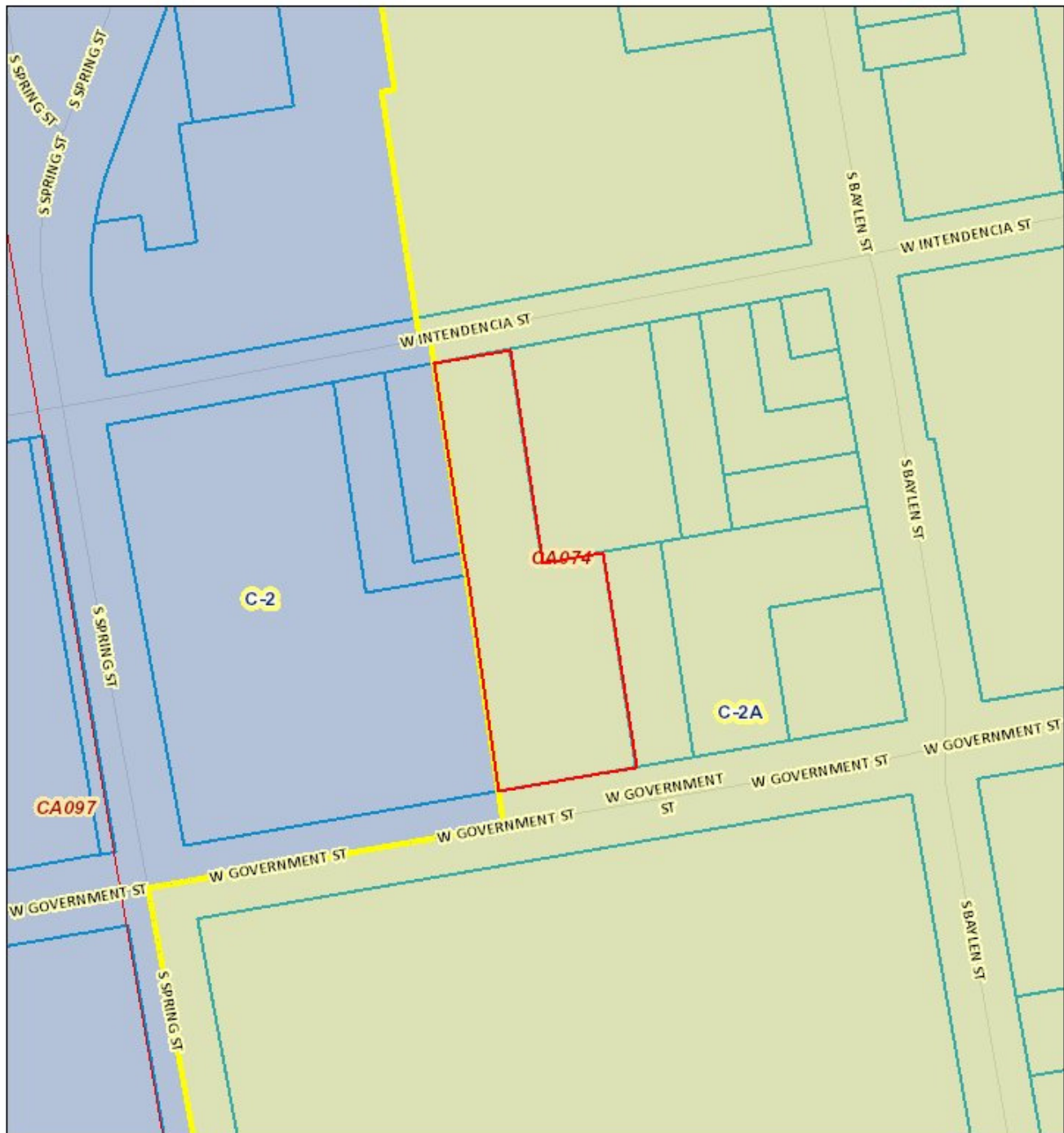
- SHERRILL APPRAISAL COMPANY FILE #17-0356 AND 16-367
- PROPERTY IS LISTED FOR SALE WITH NAI HALFORD AT A PRICE OF \$765,000 (GCMLS #2257106 & MLS #515089). PROPERTY WAS ON THE MARKET FOR 486 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 00-0S-00-9001-020-120
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.

Property Description: The property is located on the north side of West Government Street, between South Spring and South Baylen Streets. The property is situated immediately adjacent to office buildings, a similar surface parking lot, and the Escambia County Judicial Center. The interior parcel is slightly irregular in shape. The site has 109 feet of frontage on the north side of West Government Street, 60 feet of frontage on the south side of West Intendencia Street, and an average depth of approximately 340 feet.

According to the Escambia County Property Appraiser's Office, the property contains 0.6508 acre. This equates by calculation to a land area of 28,349 square feet. The property is utilized as a metered surface parking lot with approximately 80 striped asphalt spaces. The parcel has asphalt paving, concrete pavers, partial wood-picket fencing, and two small storm water retention areas.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is apparently available to the property. It appears that the parcel is partially located within a designated flood area (Flood Zone AE; Flood Panel Map #12033C0390G). However, this is fairly common for similar parcels that are located in close proximity to the Pensacola Bay.

West Government and West Intendencia Streets are two-laned roadways in front of the parcel. West Government Street provides for two-way traffic, and West Intendencia Street is a one-way road with a west-bound traffic direction.



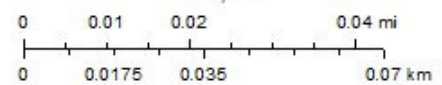
April 16, 2018

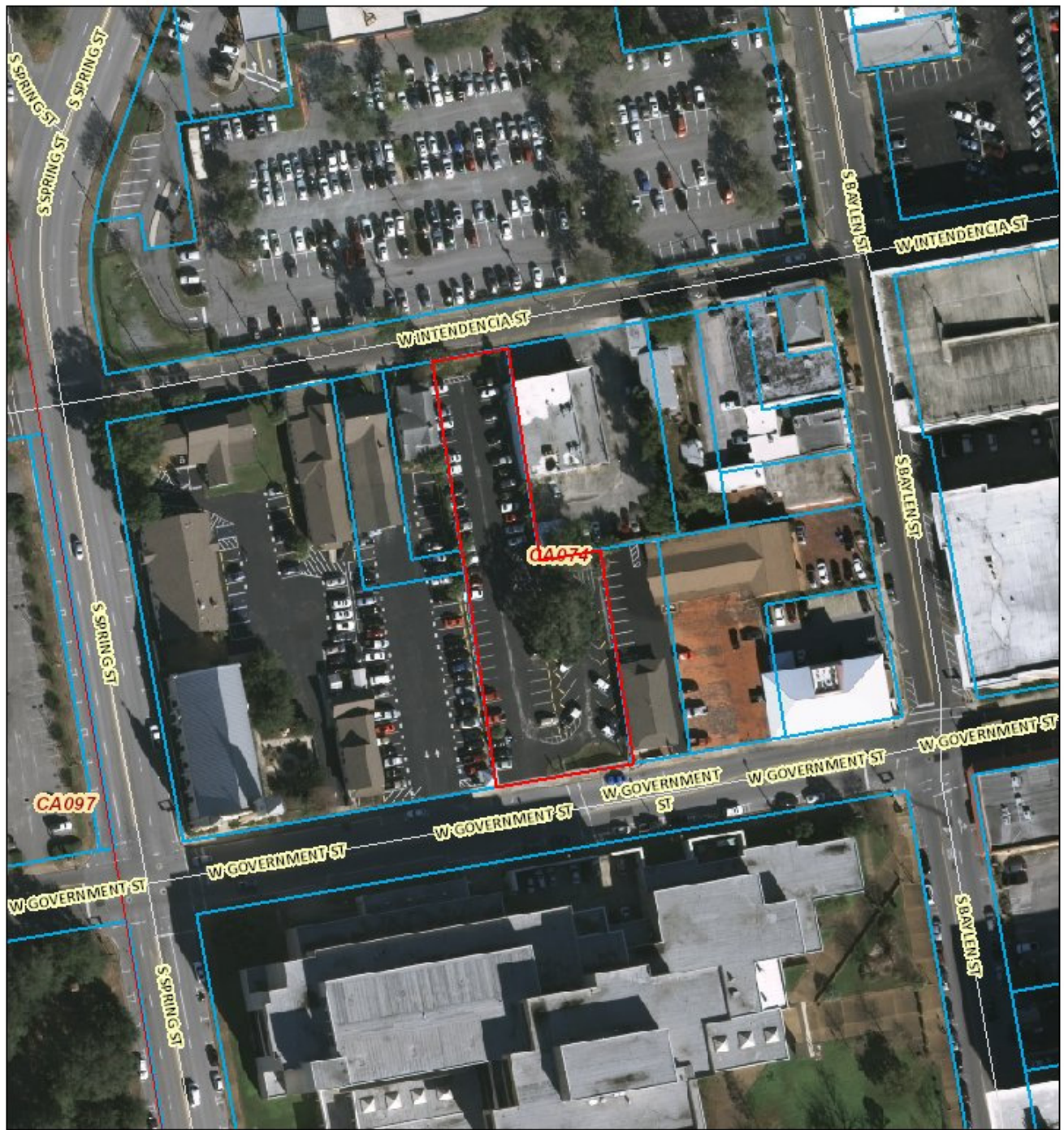
polygonLayer

Override 1

- Map Grid
- Boundary

1:1,324





April 16, 2018

1:1,324

polygonLayer

Override 1



Map Grid



Boundary



Major Roads



All Roads



Property Line



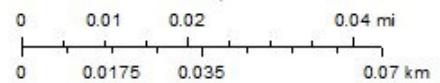
Red: Band_1



Green: Band_2



Blue: Band_3



COMPARABLE LAND SALE

COMPARABLE NO.: 2 RECORD NUMBER: 7755

CLASSIFICATION: VACANT COMMERCIAL LAND

DATE: 8/31/2017

LOCATION: 150 SOUTH BAYLEN STREET, PENSACOLA, FLORIDA

SALES PRICE: \$510,000

GRANTOR: COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA

GRANTEE: STUDER PROPERTIES, LLP

REFERENCE: OR 7770 PAGE 1928; GCMLS #2246916

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 00-0S-00; ESCAMBIA COUNTY,
FLORIDA

TERMS: CASH TO SELLER

ZONING: C-2A; DOWNTOWN RETAIL COMMERCIAL

HIGHEST AND BEST USE: OFFICE

LAND SIZE: 18,204 SQ. FT (0.42 ACRE)

FRONT FEET: 119 FT.

LAND UNIT PRICES:

PER SQUARE FOOT: \$28.02

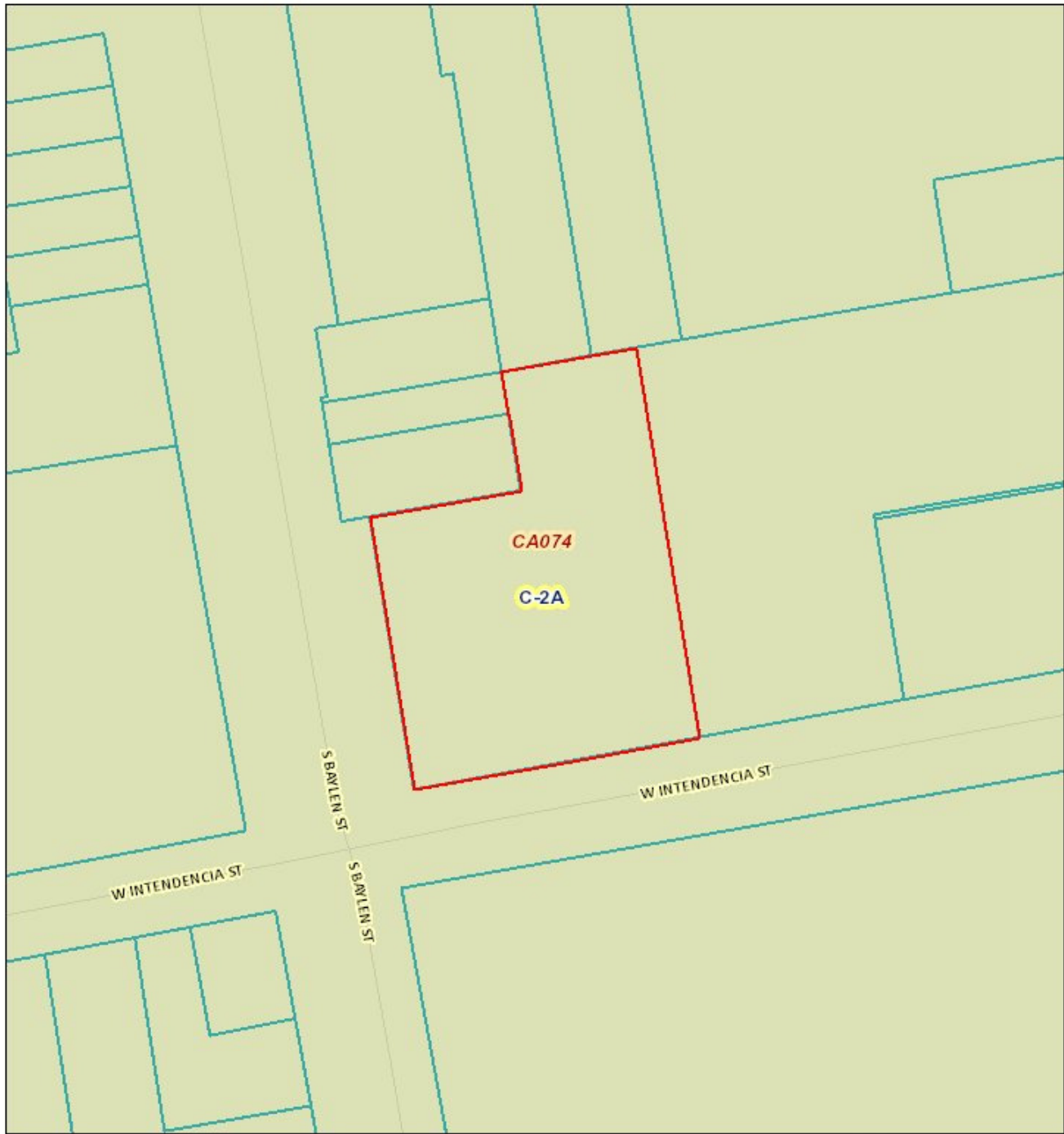
PER FRONT FOOT: \$4,285.71

REMARKS:

- SHERRILL APPRAISAL COMPANY FILE #16-368
- PROPERTY WAS LISTED FOR SALE WITH NAI HALFORD AT A PRICE OF \$510,000 (GCMLS #2246916). PROPERTY WAS ON THE MARKET FOR 357 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH DEE DEE DAVIS (BROKER) WITH NAI HALFORD.
- PARCEL I.D. #: 00-0S-00-9001-001-178
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.

Property Description: The property is located at the northeast corner of South Baylen Street and West Intendencia Street. The property is situated adjacent to multiple offices, a restaurant, and similar surface parking lots. The corner parcel is slightly irregular in shape. The site has 119 feet of frontage on the east side of South Baylen Street and 126.5 feet of frontage on the north side of Intendencia Street. Based upon the parcel's property dimensions, the property contains approximately 18,204 square feet. These equate to 0.42 acre. The property is utilized as a metered surface parking lot with approximately 49 striped asphalt spaces. The parcel has asphalt paving which is concluded to not contribute materially to the overall value of the subject property.

The property is fairly level and appears to have satisfactory drainage. Public sanitary sewer service is available to the subject. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G). Both South Baylen and West Intendencia streets are two-laned roadways in front of the property that provide for two-way traffic.



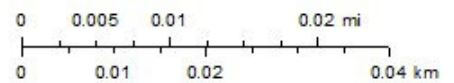
April 16, 2018

polygonLayer

Override 1

-  Map Grid
-  Boundary

1:741





April 16, 2018

polygonLayer

Override 1



Map Grid



Major Roads



All Roads



Property Line



Red: Band_1

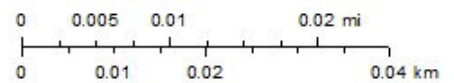


Green: Band_2



Blue: Band_3

1:741

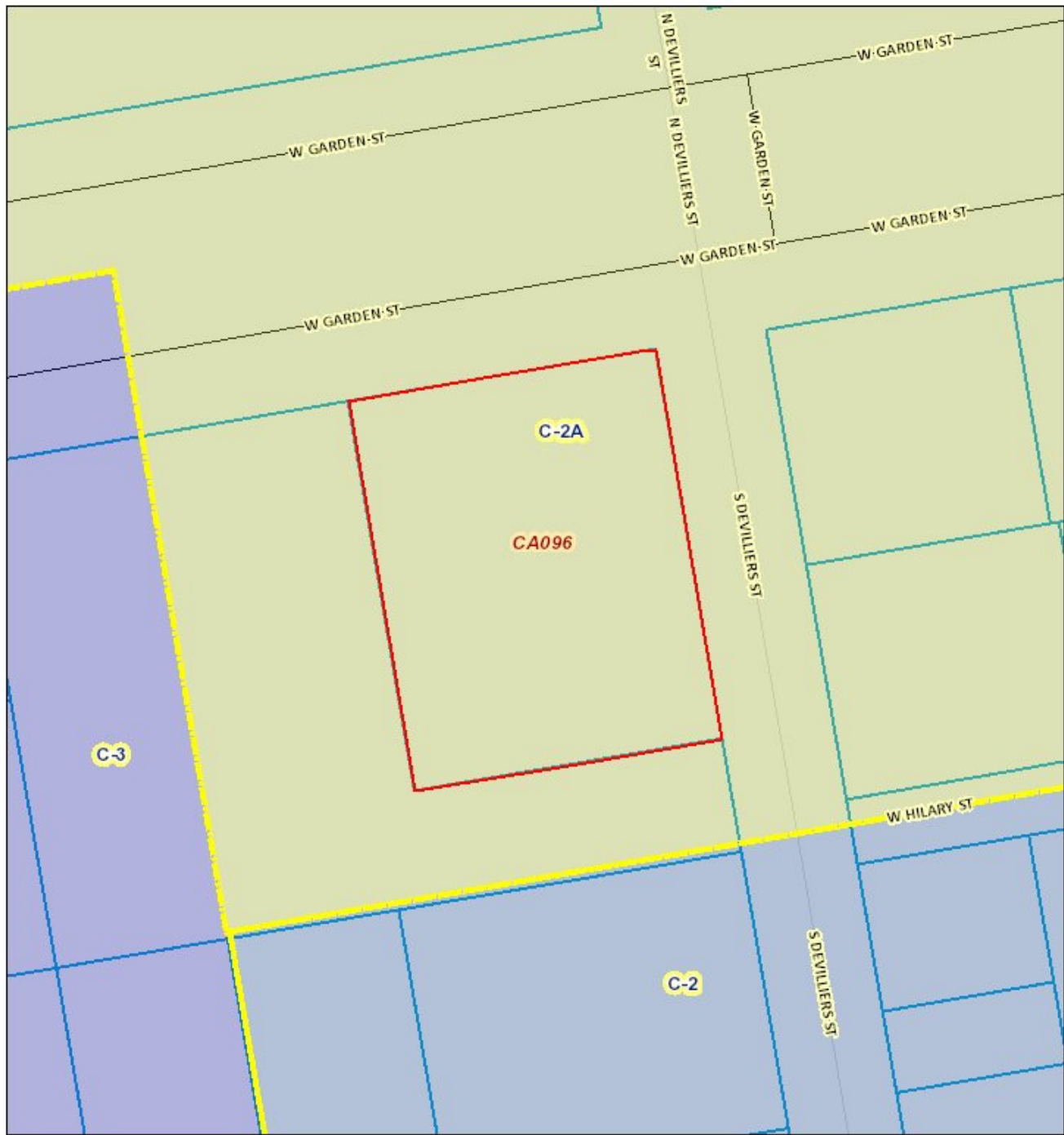


COMPARABLE LAND SALE

COMPARABLE NO.:	3	RECORD NUMBER: 7808
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	12/21/2017	
LOCATION:	400 BLOCK WEST GARDEN STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$737,500	
GRANTOR:	FLORIDA STATE EMPLOYEES FEDERAL CREDIT UNION	
GRANTEE:	PENSACOLA PLASTIC SURGERY, LLC	
REFERENCE:	OR 7827 PAGE 468; GCMLS #2256321	
BRIEF LEGAL DESCRIPTION:	LOTS WITHIN BLOCK 56, DONELSON TRACT; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	C-2A; DOWNTOWN RETAIL COMMERCIAL	
HIGHEST AND BEST USE:	OFFICE	
LAND SIZE:	26,136 SQ. FT. (0.60 ACRE)	
FRONT FEET:	144 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$28.22	
PER FRONT FOOT:	\$5,121.53	

REMARKS:

- PROPERTY IS LOCATED ON THE SOUTHWEST CORNER OF WEST GARDEN AND SOUTH DEVILLIERS STREETS.
- PROPERTY WAS LISTED FOR SALE WITH CONNELL & MANZIEK REALTY, INC. AT A PRICE OF \$737,500 (GCMLS #2256321). PROPERTY WAS ON THE MARKET FOR 2 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 00-0S-00-9070-030-056
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



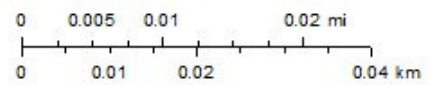
April 16, 2018

polygonLayer

Override 1

- Map Grid
- Boundary

1:779





April 16, 2018

1:779

polygonLayer

Property Line

Override 1

Red: Band_1

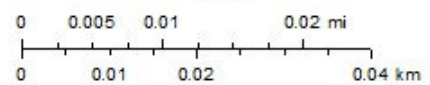
Map Grid

Green: Band_2

Major Roads

Blue: Band_3

All Roads

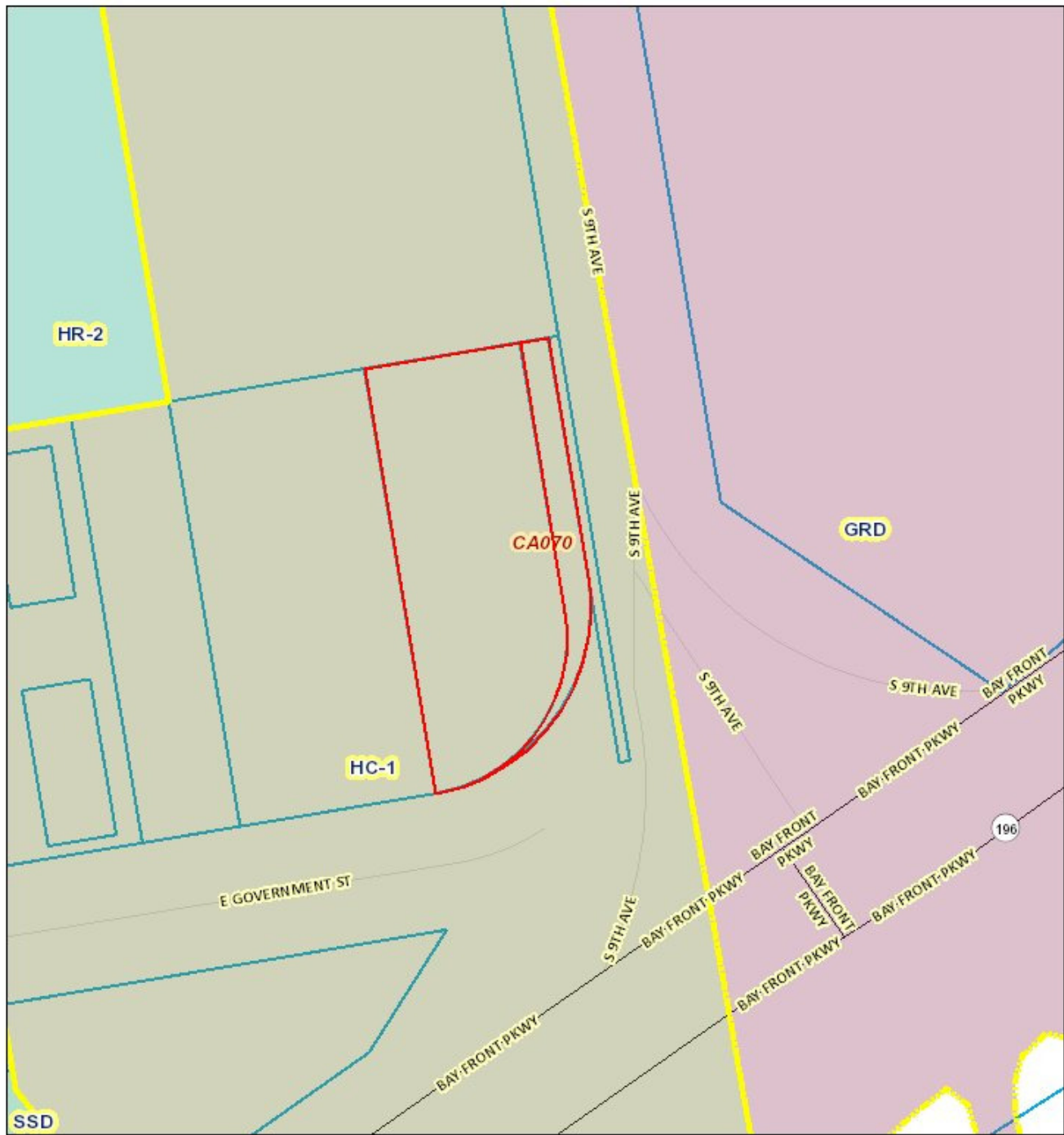


COMPARABLE LAND SALE

COMPARABLE NO.:	4	RECORD NUMBER: 7578
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	06/02/2016	
LOCATION:	660 EAST GOVERNMENT STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$450,000	
GRANTOR:	QUARTER PORTIONS, INC.	
GRANTEE:	SEVENTEENTH AVENUE DEVELOPERS, LLC	
REFERENCE:	OR 7532 PAGE 1961; GCMLS #2186422	
BRIEF LEGAL DESCRIPTION:	PORTION OF LOT 149, BLOCK 20; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	HC-1; HISTORICAL COMMERCIAL	
HIGHEST AND BEST USE:	RESIDENTIAL OR OFFICE	
LAND SIZE:	11,761 SQ. FT. (0.27 ACRE)	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$38.26	

REMARKS:

- PROPERTY LOCATED ON THE NORTH SIDE OF EAST GOVERNMENT STREET, WEST OF 9TH AVENUE.
- PROPERTY WAS LISTED FOR SALE WITH SVN / SOUTHLAND COMMERCIAL REAL ESTATE AT A PRICE OF \$450,000 (GCMLS #2186422). PROPERTY WAS ON THE MARKET FOR 534 DAYS BEFORE IT SOLD.
- COMPARABLE DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH CHRIS BOUCHARD (REAL ESTATE AGENT) WITH SVN / SOUTHLAND COMMERCIAL REAL ESTATE.
- PARCEL I.D. #: 00-0S-00-9001-001-149 AND 00-0S-00-9001-000-149
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



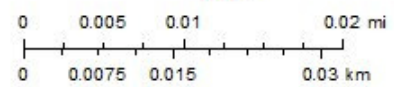
April 16, 2018

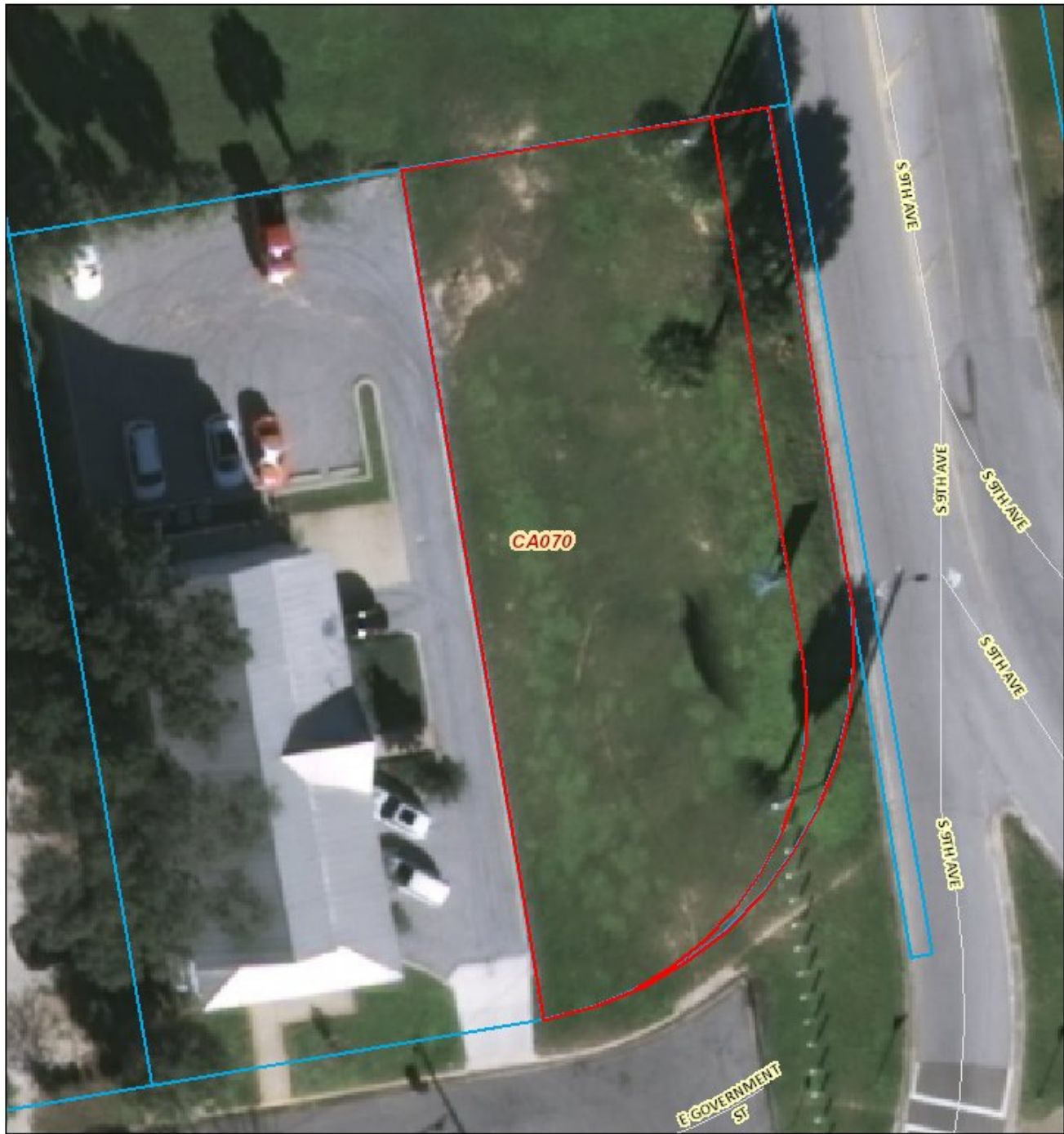
polygonLayer

Override 1

- Map Grid
- Boundary

1:687





April 16, 2018

polygonLayer

Override 1



Map Grid



Major Roads



All Roads



Property Line



Red: Band_1

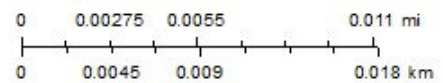


Green: Band_2



Blue: Band_3

1:344

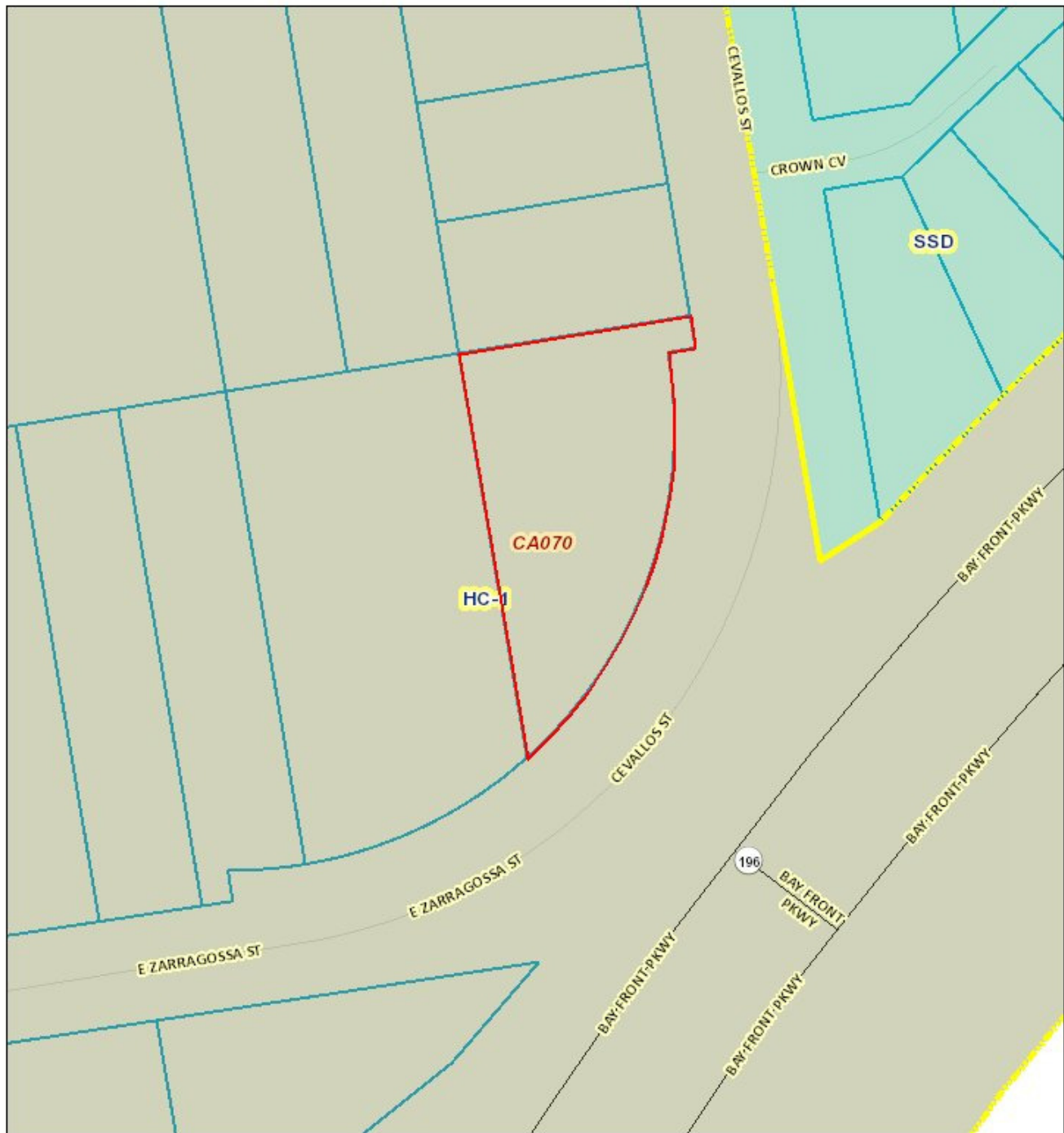


COMPARABLE LAND SALE

COMPARABLE NO.:	5	RECORD NUMBER: 7791
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	11/10/2017 (PER DEED)	
LOCATION:	400 BLOCK EAST CEVALLOS STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$330,000	
GRANTOR:	ELIZABETH WHITE WILLIAMS THECKLA, LAURA MATHILDE WHITE ANDERSON, & WILLIAM CARLTON WHITE, II	
GRANTEE:	200 OFFICE COMPLEX, LLC	
REFERENCE:	OR 7809 PAGE 1523; GCMLS #2253618	
BRIEF LEGAL DESCRIPTION:	LOT 39, BLOCK 8, OLD CITY TRACT; ESCAMBIA COUNTY, FLORIDA	
TERMS:	CASH TO SELLER	
ZONING:	HC-1; HISTORICAL COMMERCIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	7,405 SQ. FT. (0.17 ACRE)	
<u>LAND UNIT PRICE:</u>		
PER SQUARE FOOT:	\$44.56	

REMARKS:

- PROPERTY IS LOCATED AT THE INTERSECTION OF CEVALLOS STREET AND EAST ZARRAGOSSA STREET, JUST NORTH OF BAYFRONT PARKWAY.
- PROPERTY WAS LISTED FOR SALE WITH BECK PARTNERS, CRE, LLC AT A PRICE OF \$335,000 (GCMLS #2253618). PROPERTY WAS ON THE MARKET FOR 118 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 00-0S-00-9001-001-039
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.

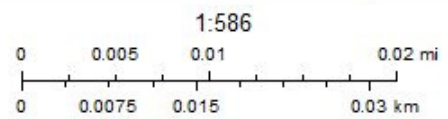


April 16, 2018

polygonLayer

Override 1

-  Map Grid
-  Boundary





April 16, 2018

polygonLayer

Override 1



Map Grid



Major Roads



All Roads



Property Line



Red: Band_1

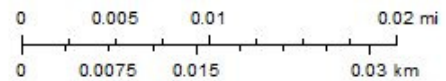


Green: Band_2

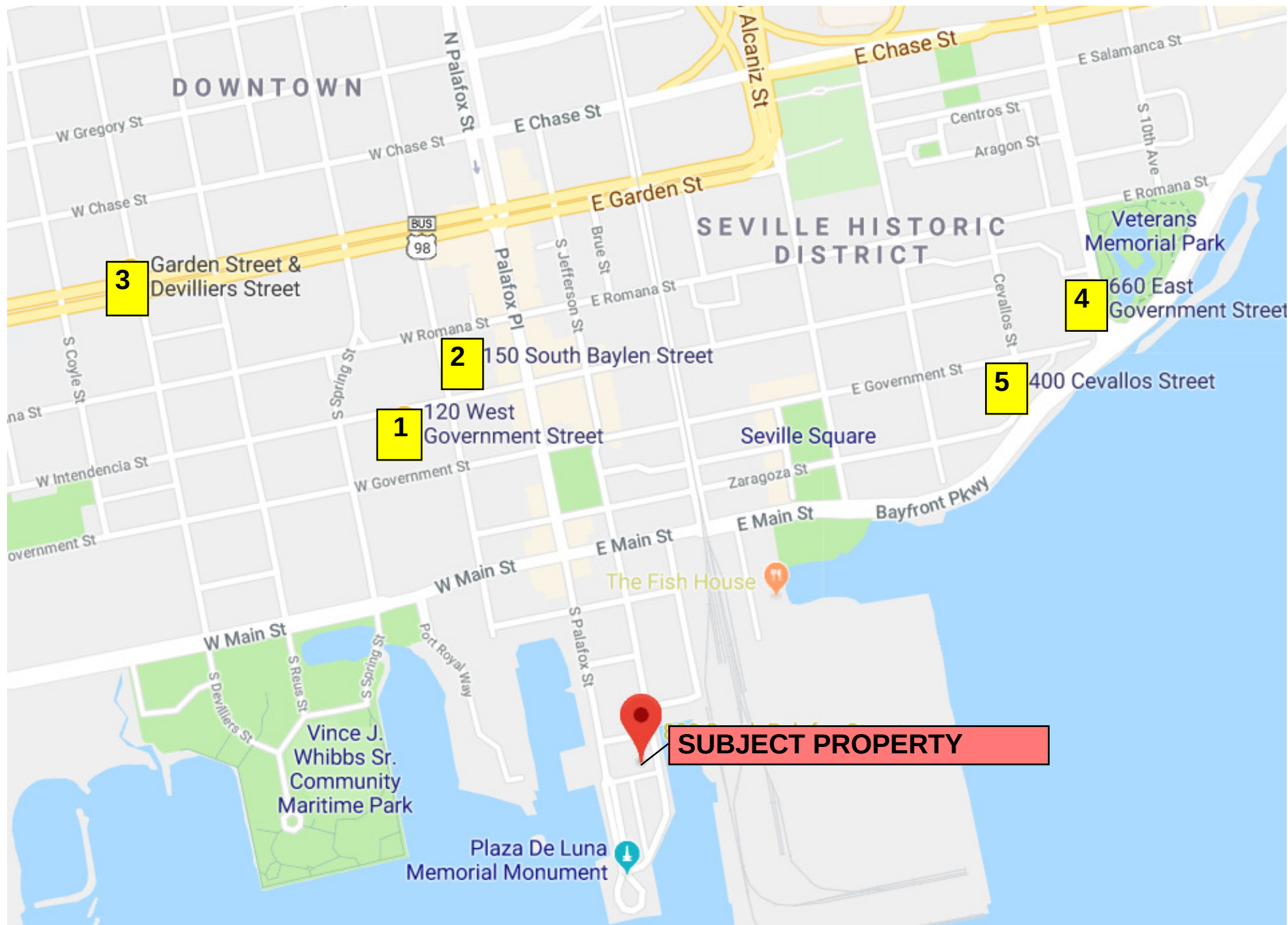


Blue: Band_3

1:586



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
410 East Government Street
Pensacola, Florida 32502
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

- Eminent Domain and Condemnation
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Analyzing Operating Expenses
- Appraising from Blueprints and Specifications
- Feasibility, Market Value, and Investment Timing
- Analyzing Distressed Real Estate
- Hotel/Motel Valuation
- Effective Appraisal Report Writing
- FHA Homebuyer Protection Plan and The Appraisal Process
- Standards of Professional Practice - Part C
- Standards of Professional Practice - Part A
- Fair Lending and the Appraiser
- Appraisal of Retail Properties
- Standards of Professional Practice - Part B
- Understanding Limited Appraisals and General Reporting Options - General
- Accrued Depreciation
- Depreciation Analysis
- Rates, Ratios, and Reasonableness
- Comprehensive Appraisal Workshop
- Real Estate Risk Analysis

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

USPAP Update
Florida Appraisal Laws and Regulations
Appraisal of 2-4 Family and Multi-Family Properties
Challenging Assignments for Residential Appraiser's
Foreclosure Basics for Appraiser's
Florida Appraiser Supervisor/Trainee Rules
Neighborhood Analysis
Communicating the Appraisal
Appraisal Principles
Sales Comparison Approach
Income Capitalization Approach
Cost Approach
Real Estate, Mortgages, and Law
Elements of Disclosures and Disclaimers

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991
Past Member, Escambia County Value Adjustment Board (2008 – 2012)
Member, NAIOP (Commercial Real Estate Development Corporation)
Member, Pensacola Association of Realtors
Member, Florida Association of Realtors
Member, National Association of Realtors
Member, Branch Banking and Trust Company Local Advisory Board of Directors
Member, Pensacola Area Chamber of Commerce

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
Past President and Executive Committee Member, Pensacola Sports Association Board of Directors
Current Board Member, Pensacola Sports Foundation
Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors
Past Board Member and Trustee, Pensacola Historical Society Foundation
Past Member and Executive Committee Member, Pensacola State College Board of Governors
Member and Past Board Director & Executive Committee Member, Pensacola YMCA
Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
Past President, Booker T. Washington High School Baseball Booster Club Board of Directors
Graduate, Leadership Pensacola (Class of 1999)

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Aegon Realty Advisors Company	Gulf American SBL, Inc.
Aetna Realty Advisors	Gulf Coast Community Bank
Bank of America	GulfSouth Private Bank
Bank of Boston	Hancock Bank
Bank of Pensacola	Harvesters Federal Credit Union
Bank South N. A.	Holley-Navarre Water
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Liberty Bank
BBVA Compass	Midway Water Company
Beach Community Bank	Metropolitan Life Insurance Company
Branch Banking & Trust (BB&T)	National Bank of Commerce (Alabama)
Canadian Imperial Bank of Commerce	National Asset Management Group
Catholic Church Diocese	Navy Federal Credit Union
Centennial Bank	Pen Air Federal Credit Union
Chase Manhattan Mortgage Corp.	Pensacola Area Chamber of Commerce
Charter Bank	Pensacola Government Credit Union
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	PHH Relocation and Real Estate
City of Pensacola	PNC Bank
Clarity Appraisal Management	Port of Pensacola
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	Presbytery of Florida
Cumberland Bank (Kentucky)	RBC Bank
Dollar Bank	Recoll Management Corporation Insurance Co.
Dusco Property Management	Regions Bank
Episcopal Church Diocese	Sacred Heart Hospital
Equity Valuation Partners	Saltmarsh, Cleaveland & Gund
Escambia County, Florida	ServisFirst Bank
Escambia County Employees' Credit Union	Smart Bank
Escambia County Utilities Authority	Southern Company
Farm Credit of Northwest Florida	SunTrust Banks, Inc.
Fairfield Communities, Inc.	Synovus Financial
Federal Aviation Administration	Travellers Realty Investment Company
Federal Deposit Insurance Corporation	Tyndall Federal Credit Union
First Alabama Bank	United Bank (Alabama)
First American Bank	Valuation Management Group
First City Bank of Fort Walton Beach	Vanguard Bank & Trust Company
First Coast Community Bank	Various Estates, Attorney's, Accountants, Insurance
First National Bank of Commerce (Louisiana)	Companies, Churches, & Property Owners
First National Bank of Florida	Wachovia Corporation
First National Bank of Georgia	Waterfront Rescue Mission
First Navy Bank	Wells Fargo Bank
Fisher Brown Insurance Company (Cost Analysis)	Whitney National Bank
Ford Motor Company	WSRE Television
Florida Department of Transportation	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2018 by and between **CITY OF PENSACOLA**, a public body, corporate and politic, of the State of Florida ("Seller"), and **SEVILLE HARBOUR, INC.**, a Florida corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of those certain parcels of land in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, pursuant to that certain Settlement Agreement dated _____, 2018, between Seller and Buyer (the "Settlement Agreement"), Seller has agreed to sell the Property to Buyer, and Buyer has agreed to purchase the Property from Seller, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, upon the terms and subject to the conditions set forth in this Agreement.

2. Purchase Price. The purchase price of the Property shall be _____ (\$_____) (the "Purchase Price") and shall be payable as follows:

- (a) The Deposit (as defined in Section 3 below) shall be applied to the Purchase Price at Closing; and
- (b) The Purchase Price less the Deposit (subject to adjustment by the closing costs and pro-rations provided for elsewhere in this Agreement) shall be paid in good and immediately available U. S. dollars by certified check payable to Seller or, at Seller's election in its sole discretion, by wire transfer.

3. Deposit. Simultaneously with Buyer's execution of this Agreement, Buyer shall deposit with McDonald Fleming Moorhead, Attorneys at Law, Pensacola, Florida ("Closing Agent") the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Deposit"). The Deposit shall be held in Closing Agent's Florida Bar IOTA account and shall be non-interest bearing to Seller and Buyer. The Deposit shall be held and disbursed only in accordance with the terms and conditions of this Agreement.

4. Closing; Conditions Precedent to Buyer's Obligation to Close. The delivery of the deed and other documents, the payment of the remainder of the Purchase Price and the consummation of the transactions contemplated by this Agreement (collectively, the "Closing") shall take place at the offices of Closing Agent, 127 Palafox Place, Suite 500, Pensacola, Florida, within thirty (30) days after the last to occur of (a) City Council of the City approval of both this Agreement and the lease of City property on South Palafox (the "South Palafox Lease") between Seller, as lessor, and Buyer or Buyer's designee, as Lessee, pursuant to the Settlement Agreement, and (b) the satisfaction or waiver by the lessee of all conditions precedent to the obligations of the lessee under the South Palafox Lease, or such earlier date and time as the parties may mutually agree (the "Closing Date"). Further, Seller and Buyer agree that the satisfaction or waiver by the lessee of all conditions precedent to the obligations of the lessee under the South Palafox Lease shall be conditions precedent to Buyer's obligation to consummate the purchase of the Property under this Agreement.

5. Closing Costs. Seller shall pay: (i) the Clerk of Court's fees for recording all lien satisfactions and any and all documents required to cure any defects in title and (ii) Seller's attorneys' fees. Buyer shall pay all other closing costs, including without limitation: (i) the deed documentary stamp tax payable upon recording of the deed of conveyance; (ii) the costs and premium for an owner's title insurance policy in the amount of the Purchase Price; (iii) the cost of a current survey of the Property, if desired by Buyer; (iv) the Clerk of Court's fees for recording the deed of conveyance; (v) Buyer's attorneys' fees; and (vi) the costs associated with any financing obtained by Buyer.

6. Assignment and Assumption of Ground Lease. At the Closing, Seller shall assign to Buyer all of Seller's right, title and interest in, to and under that certain Pitt Slip Marina Lease Agreement dated September 18, 1985, between the City of Pensacola, as lessor, and Florida Sun International, Inc., as lessee, as modified, amended, restated, renewed, extended and assigned (in whole or in part) from time to time (the "Ground Lease"), and Buyer shall assume all obligations of the lessor thereunder arising or accruing on and after the Closing Date. At Closing, all rent and other charges payable by the lessee thereunder shall be prorated between Seller and Buyer as of the Closing Date.

7. Title.

(a) At the Closing, Seller shall convey to Buyer, by special warranty deed, good and marketable fee simple title to the Property free and clear of all liens, claims, restrictions, encumbrances, easements and tenancies other than the Permitted Exceptions. As used in this Agreement, the term "Permitted Exceptions" shall mean and include the following:

- (i) All present and future zoning, land use, comprehensive plans, future land use, building, health, safety and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, Federal or other governmental authority, including without limitation, all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Property or the use and improvement thereof;

- (ii) All leases, subleases, claims, covenants, restrictions, servitudes, easements, reservations, conditions, consents, agreements and other matters of record;
- (iii) Road rights of way affecting the Property;
- (iv) Real estate ad valorem taxes, assessments, water charges, sewer rents and local government charges for the current assessment period(s) (all of which are the obligations of the current ground lessee of the Property and therefore shall not be prorated as of the Closing Date);
- (v) All matters that would be disclosed by an accurate survey and inspection of the Property;
- (vi) All exceptions listed in the Title Commitment issued pursuant to paragraph (b) below;
- (vii) Reservation by Seller, pursuant to Section 270.11, Florida Statutes, of an undivided three-fourths royalty interest in and to an undivided three-fourths interest in, all phosphate, mineral and metals that are or may be in, on, or under the Property, and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Property without any right of entry to mine, explore or develop for same;
- (viii) All terms, conditions and provisions of the Ground Lease; and
- (ix) Rights of any and all parties in possession of all or any part of the Property, whether as tenants, subtenants, sub-subtenants or otherwise.

(b) Promptly after the Effective Date, Buyer shall order a title commitment (the "Title Commitment"), together with copies of all title documents listed as exceptions, from a nationally recognized title insurance company agreeing to issue to Buyer an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Property and upon receipt thereof Buyer shall deliver copy thereof to Seller. Buyer shall have fifteen (15) days after the Effective Date within which to notify Seller in writing of any defects or objections to the title appearing in the Title Commitment. If Buyer fails to give such written notice to Seller within such 15-day period, Buyer shall be conclusively deemed to have waived its right to object to any matters of title. In the event that Buyer gives Seller timely written notice of any title defects or objections, Seller shall make good faith efforts to cure such title defects or objections and must cure liens, judgments or encumbrances evidencing or securing monetary obligations. If Seller fails to remedy such title objections or defects at or prior to Closing, Buyer may in its sole discretion either: (a) terminate this Agreement and receive a return of its Deposit; (b) waive such title objections or defects and consummate the Closing without reduction in the Purchase Price and without any other liability

on the part of Seller; or (c) postpone the Closing for a reasonable time to allow Seller additional time to remedy said title defects or objections, and if thereafter Seller is still unable to remedy said title defects or objections, at that time Buyer may elect either (a) or (b). Notwithstanding the foregoing and without the need on the part of the Buyer to make any objection thereto all mortgages and other liens that can be discharged by the payment of money shall be discharged by Seller not later than Closing, and the Property shall free of all mortgages and other monetary liens and free of all tenancies and other possessory rights except as specifically provided for herein.

(c) Notwithstanding the foregoing or any other provision in this Agreement, in the event that Seller is unable to convey title of the kind and quality required by this Agreement for any reason whatsoever, Seller, may, in its sole and absolute discretion, terminate this Agreement and all rights of Buyer with respect to the Property shall wholly cease, and thereupon the Deposit shall be returned to Buyer as Buyer's sole and exclusive remedy. Nevertheless, Buyer may, in its sole discretion, elect to accept such title as Seller may be able to convey, without reduction of the Purchase Price and without any other liability on the part of the Seller.

8. PROPERTY CONVEYED "AS IS". BUYER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT AT THE CLOSING THE PROPERTY SHALL BE CONVEYED TO, AND ACCEPTED BY, BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS". SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF; THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOVE THE PROPERTY; THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS AND REGULATIONS; THE SUITABILITY OF THE PROPERTY OR ANY PORTION THEREOF FOR BUYER'S INTENDED USE; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ANY PORTION THEREOF. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF VALIDITY, ENFORCEABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND ITS REPRESENTATIVES HAVE HAD, OR WILL HAVE PRIOR TO CLOSING, AMPLE OPPORTUNITY TO EXAMINE, INSPECT AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE PROPERTY AND THAT BUYER UNDERSTANDS AND AGREES THAT NEITHER SELLER NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY OR CONSULTANT OF OR FOR SELLER HAS MADE OR IS MAKING ANY WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT THERETO EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES THAT IT IS RELYING AND SHALL RELY SOLELY UPON ITS OWN EXAMINATIONS

AND INSPECTIONS AND UPON THE ADVICE OF ITS OWN ATTORNEYS, CONSULTANTS, AND EMPLOYEES (AND NOT UPON ANY STATEMENTS, WARRANTIES, REPRESENTATIONS, ADVICE OR INTERPRETATION OF LEGAL DOCUMENTS, WRITTEN OR ORAL, OF OR BY SELLER OR SELLER'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES) AS TO ANY MATTERS WHATSOEVER PERTAINING TO THE PROPERTY AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE PROPERTY, AND THE DELIVERY OF THE CLOSING DOCUMENTS.

9. Risk of Loss and Condemnation. The risk of loss or damage to the Property from casualty or condemnation prior to the Closing shall be borne by the Seller.

10. Deliveries at Closing. At the Closing, the parties shall deliver all deeds, documents and other things reasonably necessary to consummate the sale and purchase of the Property pursuant to the terms of this Agreement, including without limitation the items indicated below:

(a) Seller's Deliveries. Seller shall execute and/or deliver to Buyer the following:

- (i) Special warranty deed in proper recordable form duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;
- (ii) Duly executed cancellations in recordable form cancelling all mortgages and liens, if any, encumbering the Property;
- (iii) Seller's title insurance and lien waiver affidavits in customary form and substance satisfactory to the Title Company;
- (iv) Full possession of the Property to the Buyer;
- (v) An affidavit, in customary form and substance stating that Seller is a "United States corporation/person", as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(g), and stating Seller's address and United States taxpayer identification number or social security number;
- (vi) Evidence reasonably satisfactory to the Title Company that the person(s) executing the deeds and other Closing documents on behalf of Seller has full authority to do so and to consummate, on behalf of Seller, the transactions contemplated by this Agreement;
- (vii) Closing statement;
- (viii) Assignment and Assumption Agreement required by Section 6; and

(ix) Any other documents contemplated by this Agreement or required by law to be delivered by Seller at or prior to the Closing.

(b) Buyer's Deliveries. Buyer shall execute and/or deliver the following:

(i) The Purchase Price, as increased or decreased by the prorations and adjustments provided for elsewhere in this Agreement, in good and immediately available U.S. dollars paid by certified check or by such other means as shall be acceptable to Seller, and to any other parties, the amounts in payment of the costs and expenses payable by Buyer incident to the Closing as required by this Agreement and set forth in the closing statement executed at the Closing;

(ii) Closing statement;

(iii) Assignment and Assumption Agreement required by Section 6; and

(iv) Any other documents contemplated by this Agreement or required by law to be delivered by Buyer at or prior to the Closing.

11. Real Estate Taxes. Real estate taxes on the Property are the sole obligation of the lessee under the Ground Lease and therefore will not be prorated between Seller and Buyer at the Closing.

12. Brokerage. Seller represents to Buyer that Seller has not contracted with any person or entity who is entitled to a real estate, brokerage or finder's fee or commission in connection with this sale. Buyer represents to Seller that Buyer has not contracted with any person or entity who is entitled to a real estate, brokerage or finder's fee or commission in connection with this sale. Seller and Buyer hereby agree to indemnify, defend and hold harmless the other against any claim of any broker, finder or other person or entity claiming a real estate brokerage or finder's fee or commission in connection with this sale by, through or under such indemnifying party, including all costs and reasonable attorneys' fees expended by the party so indemnified in the defense of any such claim.

13. Condemnation. In the event of an actual or proposed taking (by exercise of the power of eminent domain) of all or any portion of the Property with respect to which Seller receives notice or actual knowledge prior to Closing, Seller shall give Buyer prompt written notice thereof and Buyer shall have the option by written notice given to Seller prior to Closing of: (i) terminating this Agreement, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement; or (ii) proceeding to purchase the Property and receiving from Seller at Closing all of its right, title and interest in and to any award to which Seller may be entitled or, if such award is received by Seller prior to Closing, a credit of same toward the Purchase Price.

14. Notices. Any notice or demand that may be given hereunder shall be deemed to have been duly given upon delivery to the appropriate address provided below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

If to Buyer:

Seville Harbour, Inc.
Attn: Ray Russenberger
850 S. Palafox, Suite 102
Pensacola, FL 32502

With copy to:

McDonald Fleming Moorhead
Attn: Stephen R. Moorhead, Esq.
127 Palafox Place, Suite 500
Pensacola, FL 32502

If to Seller:

City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, FL 32502

With copy to:

Beggs & Lane, RLLP
Attn: John P. Daniel, Esq.
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, FL 32502

15. Default.

(a) In the event of a default by Buyer, Seller may terminate this Agreement by giving Buyer written notice of termination and retain the Deposit as liquidated damages (and not as a penalty or forfeiture), as Seller's sole and exclusive remedy.

(b) If Seller shall fail or refuse to make settlement hereunder as herein required or shall default under any of its obligations under this Agreement, then, except as otherwise provided in this Agreement, Buyer at its option and as its sole and exclusive remedies may: (i) postpone the Closing to allow Seller additional time to perform or satisfy any of its requirements, conditions, covenants or agreements or to cure any breach or failure thereof; (ii) waive any of Seller's requirements, conditions, covenants or agreements or any breach or failure thereof, without reduction or abatement in the Purchase Price; (iii) seek and obtain specific performance of this Agreement; or (iv) terminate this Agreement, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from

this Agreement. Buyer expressly waives the right to seek or recover monetary damages from Seller other than the return of the Deposit.

(c) Buyer and Seller acknowledge this Agreement is one part of the settlement of the parties of a lawsuit relating to the Property and that any failure or refusal to perform under this Agreement because of a failure or refusal of performance by the other party relating to any other condition of the settlement shall not be deemed a default.

16. Miscellaneous.

(a) The recitals set forth on page one of this Agreement are true and correct and are hereby incorporated herein by reference.

(b) This Agreement, the Settlement Agreement and the South Palafox Lease together constitute the entire understanding and agreement between the parties with respect to the sale of the Property, and all prior negotiations, understandings and agreements, whether written or verbal, between the parties with respect to the sale of the Property are hereby superseded.

(c) Unless otherwise expressly stated in this Agreement, none of the terms, covenants, representations and warranties provided in this Agreement shall survive the Closing and consummation of the transactions contemplated hereby.

(d) This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against Seller and Buyer and their respective successors and assigns to the same extent as if specified at length throughout this Agreement.

(e) In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is a Saturday, Sunday or legal holiday, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(f) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart.

(g) Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(h) TIME IS OF THE ESSENCE IN COMPLYING WITH THE TERMS, CONDITIONS AND AGREEMENTS OF THIS AGREEMENT.

(i) The "Effective Date" of this Agreement, which is the date upon which this Agreement shall be deemed to be effective, is the date upon which this Agreement is executed by

the last party to execute this Agreement, as shown by the respective dates set forth below the places provided for the parties' execution.

(j) Should either Buyer or Seller employ an attorney to enforce any of the terms and conditions hereof or of any of the Closing documents, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable cost, damages, and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party. The provisions of this paragraph shall survive the Closing. However, nothing herein is intended to serve as a waiver of the Seller's sovereign immunity to which sovereign immunity applies, except as to the express terms of this Agreement, nor as a waiver of any applicable limitation on Seller's liability for monetary damages, including without limitation attorney's fees under this paragraph, as provided by the laws and/or Constitution of the State of Florida. Nothing herein shall be construed as consent by Seller to be sued by third parties in any matter arising out of this contract.

[End of Text; Signatures on Following Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the respective dates set forth below.

BUYER:

SEVILLE HARBOUR, INC.,
a Florida corporation

By: _____
Ray Russenberger, Its President

(AFFIX CORPORATE SEAL)

Attest:

Print Name: _____
Its Secretary

Date signed: _____

SELLER:

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Ashton J. Hayward, Mayor

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Date signed: _____

Legal in form and valid as drawn:

Approved as to content:

Lysia H. Bowling, City Attorney

Eric Olson, City Administrator

EXHIBIT "A"

Legal Description of Property

Parcel I

Begin at the Southwest corner of Block 8, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the Northerly right-of-way line of Magnolia Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds east along the aforesaid Northerly right-of-way line a distance of 175.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West a distance of 280.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds east a distance of 135.00 feet; thence go north 10 Degrees 34 Minutes 11 Seconds West a distance of 30.00 feet; thence go North 79 Degrees 25 Minutes 49 Seconds East a distance of 827.08 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 310.00 feet; thence go South 59 Degrees 34 Minutes 30 seconds West a distance of 191.38 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 347.08 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 95.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 123.00 feet; thence go North 10 Degrees 34 Minutes 11 Seconds West a distance of 100.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 487.00 feet to the Northwest corner of Block 17, Waterfront Grant, according to the aforesaid map of the City of Pensacola, said point also being the intersection of the Southerly right-of-way line of Magnolia Street (60' R/W) and the aforesaid easterly right-of-way line of Barracks Street; thence go North 10 Degrees 34 Minutes 11 seconds west along the aforesaid Easterly right-of-way line a distance of 60.00 feet to the point of beginning, the above described parcel of land is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 8.529 acres, Less and Except that portion of a Department of Transportation drainage easement in a portion of Cedar and Alcaniz Street.

Parcel I-A

All of Lots 1-10, 21 and 22, and the West 20 feet of Lots 11-20, Block 8, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906. More particularly described as follows:

Begin at the Northwest corner Block 8, Waterfront Grant according to map of City of Pensacola by Thomas C. Watson copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the South right-of-way line of Cedar Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds East along the North line of the aforesaid Block 8 a distance of 175.00 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 250.00 feet to a point on the South line of the aforesaid Block 8; thence go South 79 Degrees 25 Minutes 49 seconds West along the aforesaid South line a distance of 175.00 feet to a point on the aforesaid Easterly right-of-way line of Barracks Street; thence go North 10 Degrees 34 Minutes 11 Seconds West along the aforesaid Easterly right-of-way line a distance of 250.00 feet to the point of beginning. The above described parcel is situated in Section 46, Township 2 South, Range 30 West, Escambia County, Florida and contains 1.004 acres.

Parcel III

All of Lots 1-4, 11-14 and a portion of Lot 21, Block 17, all of Lots 1-4 and a portion of Lots 11-14, Block 18, and a portion of Adams Street, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, more particularly described as follows:

Begin at the Northwest corner of Block 17, Waterfront Grant, according to map of City of Pensacola by Thomas C. Watson, copyrighted in 1906, said point also being the intersection of the Easterly right-of-way line of Barracks Street (60' R/W) and the Southerly right-of-way line of Magnolia Street (60' R/W); thence go North 79 Degrees 25 Minutes 49 Seconds East along the aforesaid Southerly right-of-way line of Magnolia Street (60' R/W) a distance of 487.00 feet; thence go South 10 Degrees 34 Minutes 11 Seconds East a distance of 100.00 feet; thence go South 79 Degrees 25 Minutes 49 Seconds West a distance of 487.00 feet to a point on the aforesaid Easterly right-of-way of Barracks Street (60' R/W); thence go North 10 Degrees 34 Minutes 11 Seconds west along the aforesaid Easterly right-of-way line of Barracks Street (60' R/W) a distance of 100.00 feet to the point of beginning. The above described parcel of land is situated in Section 46, Township 2 south, Range 30 West, Escambia County, Florida and contains 1.118 acres.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00227

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

UPDATE ON THE CITY'S RECYCLING PROGRAM

SUMMARY:

City Council and City residents were previously notified of a change in the recycling program due to a vendor issue. It was understood that the City was in negotiations with ECUA regarding recycling.

This discussion item requests an update on the recycling program.

PRIOR ACTION:

Notification regarding recycling program and vendor issues.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00228

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

UPDATE ON BURGESS ROAD PROJECT AND ESCAMBIA COUNTY'S FINANCIAL PARTICIPATION

SUMMARY:

During the FY 18 budget process, City Council approved the Burgess Road Project. During that discussion, it was anticipated that Escambia County had agreed to a financial participation in this project.

This discussion item requests an update on the Burgess Road Project, what is the scheduling status of the project, as well as the status of County's financial participation.

PRIOR ACTION:

September 20, 2017 - City Council approved FY 18 budget including LOST funding of \$1,640,000 for the Burgess Road Project.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00229

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

UPDATE ON SHADE MEETING FOR COLLECTIVE BARGAINING NEGOTIATIONS

SUMMARY:

At the May 10, 2018 City Council meeting, City Council authorized the holding of a shade meeting to meet with the Chief Executive Officer and/or his designees in reference to certain collective bargaining negotiations.

This discussion item seeks an update on the time and date schedule of such a shade meeting.

PRIOR ACTION:

May 10, 2018 - City Council authorized the holding of a shade meeting regarding collective bargaining negotiations

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00230

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

UPDATE ON SECURITY TRAINING FOR CITY COUNCIL

SUMMARY:

This discussion item seeks an update on the scheduling of security training for members of the City Council.

PRIOR ACTION:

Previously scheduled training was delayed based on advice from the City Attorney.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00231

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

UPDATE ON BLAKE DOYLE SKATE PARK AT HOLLICE T. WILLIAMS PARK AND HOLLICE T. WILLIAMS PARK RESTORE PROJECT

SUMMARY:

In October of 2016 a presentation was made before the City Council regarding the Blake Doyle Skate Park at Hollice T. Williams Park. Within this presentation a request for land was made based on Upward Intuition designing and constructing the skate park. The City was requested to then take the turnkey project and provide future maintenance. To this, the City agreed.

In May of 2018, Jon Shell made a presentation before City Council wherein he requested that the City construct the skate park.

The understanding is that design and construction of the skate park is currently within a RESTORE project proposal for the Hollice T. Williams Park.

The purpose of this discussion item is to get an update on the status of the skate park and pending RESTORE project.

PRIOR ACTION:

October 13, 2016 - City Council approved the donation of land at Hollice T. Williams Park for a Skate park - taking a turnkey project, accepting it and providing continued maintenance.

May 10, 2018 - Jon Shell presentation wherein he asked for the City to construct the skate park.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00232

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Vice President Sherri F. Myers

SUBJECT:

UPDATE ON BUDGET WORKSHOPS AND STRATEGIES

SUMMARY:

The City is currently in the FY 19 budget preparation process. This discussion item seeks an update on the scheduling of the budget workshops and a discussion of strategies.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00233

City Council

6/14/2018

DISCUSSION ITEM

FROM: City Council Member Jewel Cannada-Wynn

SUBJECT:

HISTORIC PRESERVATION BOARD

SUMMARY:

This item seeks to discuss the need for a Historic Preservation Board within the City of Pensacola.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00219

City Council

6/14/2018

SUBJECT:

CITY ADMINSTRATOR COMMUNICATION

City Administrator Communication - Eric W. Olson

BP Settlement Fund Update - Assistant City Administrator, Keith Wilkins

Maritime Park Property Update - NAI Halford, Dee Dee Davis

BP Project Funding Briefing



Bill Gregory SW Park

1. Current Projects
2. Leverage
3. Future Projects
4. Future \$'s

R Street SW Park



Selected Current Grant Status

Grant Sources

- BP Sources
 - NRDA, NFWF, RESTORE, Triumph
- HMGP
- 319
- NRCS/EWP
- DEO
- Legislature
- EDA
- EPA
- Others

Grant Funding

- Won \$79,318,667
- Lost \$18,395,344
- Pending \$309,846,792

Current BP Projects Awarded w/i City

- NRDA
 - Gulf Coast Fish Hatchery
\$18,793,500
 - Pensacola Bay Living Shoreline
\$5,828,063 (\$5,000,000)
 - GINS Ferry \$5,228,064
- Pot 1
 - Hollice Williams \$1,597,000
 - Carpenters Cr \$1,308,000
- Pot 2
 - Bayou Chico Sediment Removal
Category 1 \$356,850
 - Estuary Program \$2,000,000
- Pot 3
 - Bayou Chico Restoration
\$8,000,000
- NFWF
 - Corinne Jones/Gov't Street
Storm water Park \$2,106,500
 - Bill Gregory Storm water Park
\$2,195,000
 - "R" Street Storm water Park
\$880,000
- Economic Damages Settlement
 - Storm water Improvements
\$4,362,222

Total Awarded w/i City, 2017: \$44,710,199

Total Awarded w/i City, 2018: \$57,655,199 (\$23,793,500)
\$33,861,700

BP Funding Leverage

RESTORE ACT

(N) COST-SHARING.—

(i) IN GENERAL.—A Gulf Coast State or coastal political subdivision may use, in whole or in part, amounts made available under this paragraph to that Gulf Coast State or coastal political subdivision to satisfy the non-Federal share of the cost of any project or program authorized by Federal law that is an eligible activity ...

Leverage Examples

Non-Federal Share Match

Direct BP to City

\$8,065,722

(\$1,597,000) Hollice Williams

\$6,468,722 Leverage

(\$1,597,000) Lost leverage

BP Within City

\$49,589,477

(18,793,500) Hatchery

(\$5,000,000) Living Shoreline

\$25,795,977 Potential Leverage

(\$23,793,500) Lost potential leverage

Federal Funding Sources

- EPA 319 Grants (\$3,344,549) 25% match
- FEMA Hazard Mitigation Grant Program (HMGP) (\$5,243,268) 25% match
- USDA/NRCS Emergency Watershed Program (EWP) (\$5,264,815) 25-50% match
- EPA Brownfield Redevelopment (\$850,000) 25% match
- Community Development Block Grants (CDBG)
- RESTORE Pots

Future/Pending City Projects

BP / RESTORE

- Baywalk
- American Creosote
- CMP Day-Use Marina
- Port Berth 6
- Sanders Beach
- Waterway access
- Fish Hatchery Public Use Enhancements
- Scenic Hwy LSL
- Skate Park

Triumph

- Airport MRO Campus
- Port Center for Dynamic Ocean Technology (Whse 4)
- Bayfront Redevelopment
 - Berth 6
 - CMP Marina
 - Sanders Beach SW
 - Downtown Parking
 - Baywalk
 - West Main Street
 - CMP Excursion Dock
 - West Main Street
- Disaster Training Center

Future Projects in FDEP Portal

2017

- Baywalk \$2.5M
- American Creosote \$40M
- ✓ Seville Harbor \$5M
- ✓ Bayou Chico Sediment Removal \$8.7M
- ✓ Stormwater \$13.1M
- CMP Marina \$2.1M
- Sanders Beach
 - \$4.4M
 - \$3M
 - \$3.7M
- ✓ Corinne Jones \$2.1M
- ✓ Cast Iron Gas Line Retro
 - Garden Street \$1.4M
 - Palafox/MLK \$1.1M
- Berth 6 \$15M
- ✓ Chappie James \$645K
- ✓ Lee Street Stormwater \$2.2M
- City Boat Ramps \$645K
- Fish Hatchery Public \$427K
- I-110 Urban Corridor Greenway \$21.6M
- Escambia Bay LS and Bay Bluffs \$6.2M
- ✓ Hollice Williams Stormwater \$3.75

2018

- Baywalk
- American Creosote
- CMP Marina
- Sanders Beach
- Berth 6
- City Boat Ramps
- Fish Hatchery Public Enhancements
- I-110 Urban Corridor
- Escambia Bay/Scenic LSL

Upcoming BP Funding Opportunities

- NFWF - \$2.5B paid in full, \$240M FL remaining, annual funding cycles 2019, 20, 21
- NRDA - \$ 8.1B through 2032, FL \$680M, \$536M remaining, 2016 Plan Draft August 2018, next cycle October 2018 marine resources
- Pot 1 \$70M through 2032, \$58M remaining, future cycles TBD

Upcoming BP Funding Opportunities

- Pot 2 through 2032, Planning for FPL 3, 2020, update 3-5 year cycles
- Pot 3 \$291M, \$12M/county, one 15 year cycle completed 2016
- Triumph - \$ 106,000,000/yr through 2033, rolling cycle open.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00029

City Council

6/14/2018

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Monthly Financial Review



May, 2018





Revenues

May, 2018

- General Fund

- Six Months Collected

- Franchise Fee & Public Service Tax + 7.71%
 - Half-Cent Sales Tax + 8.43%
 - Communication Services Tax + 4.53%

- Seven Months Collected

- Municipal Revenue Sharing + 2.03%





Other Funds

May, 2018

- **Local Option Sales Tax** **+ 8.85%**
- **Local Option Gas Tax** **- 0.87%**
- Tree Planting Trust Fund \$388,541
- Housing Initiatives Fund
 - City \$ 67,717
 - CRA \$440,000





Issues

May, 2018

- Upcoming Financings
- Infrastructure Sales Tax Financing History
- Bayview Community Center





Upcoming Financings

May, 2018

Est Amount

June 2018 Council Meeting

— Refunding of Airport Revenue

Bonds, Series 2008

\$30,000,000





Airport Refunding Revenue Note, Series 2018 Not to Exceed \$30,000,000

- Financed by Compass Mortgage Corporation
- Refunded the Airport Revenue Bonds, Series 2008 (AMT)
- Fixed note at 3.93% APY
- Annual principal payment on 10/1
- Semiannual interest payments 10/1 and 4/1
- Final maturity on 10/1/38 (same as Series 2008)
- Estimated cash flow savings of \$10.288 million
- Pledge is net revenues of the Pensacola International Airport (portion of the debt service that is PFC-eligible will be paid from PFC revenues)
- Anticipated closing Date is July 18, 2018





Airport Refunding Revenue Note, Series 2018 Not to Exceed \$30,000,000

- Sources

— Est Bond Proceeds	\$29,678,000
— Est Release of Reserves/Sinking Funds	2,012,000
— Est Payoff of Series 2012 Note (P&I)	<u>31,690,000</u>
— Project Funds	\$ 0

- Estimated cost of issuance \$95,000 to be paid from Airport operations

- Financing Team

- City's Financial Advisor, Julie Santamaria of RBC Capital Markets, LLC
- City's Bond Council, Randy Clement, Esq. of Bryant Miller Olive
- Lender, John Gormley, Senior Vice President of BBVA Compass Bank





Infrastructure Sales Tax Financing History

<u>Bond(s)/Note</u>	<u>FY Issued</u>	<u>Amount</u>	<u>Uses</u>	<u>Interest</u>	<u>FY Paid Off</u>
Infrastructure Sales Tax Revenue Bond, Series 2017	2017	\$ 25,000,000	Capital Improvements	2.150% (f)	2028
Capital Improvement Revenue Bonds, Series 2010A-1	2010	\$ 5,910,000	Refinanced 2000A Bonds	4.125%-5.125% (f)	2018
Capital Improvement Revenue Bonds, Series 2010A-2	2010	\$ 12,280,000	Refinanced 2000B Bonds	4.125%-5.125% (f)	2018
Capital Improvement Revenue Bond, Series 2000A	2000	\$ 6,500,000	Capital Improvements	0.511%-4.815% (v)	2010
Capital Improvement Revenue Bond, Subordinate Series 2000B	2000	\$ 13,500,000	Capital Improvements	0.511%-4.815% (v)	2010
Infrastructure Sales Tax Revenue Bonds, Series 1998	1998	\$ 10,000,000	Capital Improvements	4.000%-4.450% (f)	2007
Capital Improvement Revenue Note, Series 1992	1992	\$ 1,800,000	Capital Improvements	3.388%-6.175% (v)	2002

(f) = Fixed Interest Rate; (v) = Variable Interest Rate





Bayview Community Center

- Funding available from LOST IV
- Approved funding of \$8,250,000
- Current funding estimate of \$9,585,000





Bayview Community Center Process

- Council approved budget
- Architect presented design to Council
- Bid was issued for construction
- Award of bid presented to Council





Bayview Community Center Timeline

- October 12, 2017 - City Council approved Resolution No. 17-65 authorizing a financing in the principal amount of \$25,000,000.
- September 20, 2017 - City Council approved the Fiscal Year 2018 budget which included LOST funding in the amount of \$8,250,000.
- January 12, 2017 - City Council awarded a contract to Caldwell Associates Architects, Inc.
- February 11, 2016 - City Council authorized reimbursement resolution for the rebuilding of Fire Station #3 and Bayview Resource Center.





Bayview Community Center Project Cost

Line Item	(a) Award Construction 6/14/2018 Item 18-00216	(b) Approved Budget 9/20/2017 Item 17-63	(c) Award A&E Services 1/12/2017 Item 16-00326	(d) Council Memo 6/14/2018 Interest Revised	(e) Council Memo 6/14/2018 Item 18-00223
1 Estimated Project Cost	-	-	-	-	-
2 Construction Cost	8,007,000	6,050,000	4,500,000	5,950,000	5,474,781
3 Escalation to January 2018	-	576,607	-	-	-
4 Contingency	240,653	446,693	450,000	178,500	164,243
5 Subtotal	8,247,653	7,073,300	4,950,000	6,128,500	5,639,024
6 7% Design Fee	-	423,500	315,828	-	-
7 7% Design Fee and Reimbursable Amounts	598,847	-	-	416,500	383,230
8 Additional A&E Services and Soft Cost	413,500	428,200	404,500	413,500	413,500
9 Furniture, Fixtures & Equipment	325,000	325,000	-	325,000	325,000
10 Miscellaneous	-	-	279,000	-	-
11 Project Management & Inspection	-	-	100,672	-	-
12 Subtotal	1,337,347	1,176,700	1,100,000	1,155,000	1,121,730
13 Interest Expense	-	-	-	966,500	1,489,246
14 Total	9,585,000	8,250,000	6,050,000	8,250,000	8,250,000





Bayview Community Center Summary

- Accountability
 - Budget available for project
- Control
 - Expenditures to date within budget
- Transparency
 - If this award of bid #18-009 is not approved by Council, it is estimated that the project would be delayed until 2019





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Contract Renewals/Extensions

•GovConnection, Inc.

- FIREEYE Renewal/Support – Technology Resources
- SBE – No
- Purchase Method – NCPA Contract#01-44
- \$25,004
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Quotations & Direct Negotiations

•**Equipment Control Co. Inc.**

- AMR Remotes – 600GM Commercial – Pensacola Energy
- SBE – No
- Purchase Method – Sole Source
\$31,500
- Budgeted – Yes

•**Gulf Beach Construction**

- Multi-Intersection Drainage Improvement Project – Engineering
- SBE – Yes
- Purchase Method – Quote
- \$90,390
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Quotations & Direct Negotiations

•**HI-LITE Airfield Services, LLC**

- FY 18 Runway & Apron Painting – Pensacola International Airport
- SBE – No
- Purchase Method – Direct Negotiations
- \$111,407
- Budgeted – Yes

•**J.A. Dawson & Co. Inc.**

- Engineered Wood Fiber 2018 ADA Surfacing – Parks and Recreation
- SBE – No
- Purchase Method – Quote
- \$63,450
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Quotations & Direct Negotiations

•**Moffatt and Nichol**

- Port Vision Plan and Reinvestment Strategy – Port
- SBE – No
- Purchase Method – Direct Negotiation
- \$99,992
- Budgeted – Yes

•**Mott MacDonald Florida**

- Port Security Grant for Maritime Burn Simulator – Fire Department
- SBE – No
- Purchase Method – Continuing contract services under RFQ15-038
Professional Engineering Services
- \$45,630
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Quotations & Direct Negotiations

•**Mott MacDonald Florida**

- Soccer Complex Mallory Heights – Parks and Recreation
- SBE – No
- Purchase Method – Continuing contract services under RFQ15-038 Professional Engineering Services
- \$119,953
- Budgeted – Yes

•**National Fitness Campaign, LLC**

- Fitness Court System at Bayview Park – Park and Recreation
- SBE – No
- Purchase Method – Sole Source
- \$78,000
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Quotations & Direct Negotiations

•**Specialty Products, Inc.**

- Proportioner 1PH with Applicator Training – Public Works
- SBE – No
- Purchase Method – Quote
- \$47,584
- Budgeted – Yes

•**Trane U.S., Inc.**

- Chiller for Cobb Center – Parks and Recreation
- SBE – No
- Purchase Method – Quote
- \$26,056
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•Quotations & Direct Negotiations

•Transportation Control System

- Brite Lite Edge LIT LED Sign, System Auxiliaries Piggyback, Chargers, & Batteries – Public Works
- SBE – No
- Purchase Method – FDOT APL Traffic Equipment List
- \$53,687
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•State, Federal or Other Buying Contracts

•**Action Truck Center, Inc.**

- Autocar ACMD GS Products ASL Refuse Truck – Sanitation
- SBE – No
- Purchase Method – National Joint Power Alliance Purchasing Cooperative (NJPA) Contract #081716-ATC
- \$278,415
- Budgeted – Yes

•**Action Truck Center, Inc.**

- Autocar ACMD Amrep ASL Refuse Truck – Sanitation
- SBE – No
- Purchase Method – NJPA Contract #081716-ATC
- \$280,690
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•State, Federal or Other Buying Contracts

•**Beard Equipment Company**

- Compact Excavators – Pensacola Energy
- SBE – No
- Purchase Method – NJPA Contract #032515-JDC
- \$63,958
- Budgeted – Yes

•**Dell Marketing LP**

- Latitude 14 Rugged 5414 W/DC Adaptor – Pensacola Police Department
- SBE – No
- Purchase Method – Florida State Purchasing Contract #43211500-WSCA-15-ACS
- \$31,491
- Budgeted – Yes





Contracts/Expenditures Over \$25,000 Approved By Mayor 05/01/18 – 05/31/18

•State, Federal or Other Buying Contracts

•Fisher Scientific Company, LLC

- Bunker Gear, Helmets, Gloves, PBI Hoods and Boot – Fire Department
- SBE – No
- Purchase Method – Orange County, Florida contract #Y15-1142D
- \$52,363
- Budgeted – Yes



Monthly Financial Review



May, 2018





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00212

City Council

6/14/2018

SUBJECT:

QUARTERLY FINANCIAL REPORT - SIX MONTHS ENDING MARCH 31, 2018 - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

FINANCIAL REPORT
SIX MONTHS ENDING MARCH 31, 2018

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the six months ending March 31, 2018. The financial schedules compare actual results for the six-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As reported to Council in the first quarter report, growth in the economy continues. Both Half-Cent Sales Tax and Local Option Sales Tax (PFP) revenues continue to show growth from FY 2016 to FY 2017. Half-Cent Sales Tax revenue increased 2.76% and Local Option Sales Tax revenue increased by 2.86% from FY 2016 to FY 2017. In addition, Ad Valorem Taxable Valuations continue to show positive growth. While these are positive indicators, both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2016 to FY 2018.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the second quarter of FY 2018.

General Fund:

In total, General Fund revenues exceeded budget for the second quarter and are mainly attributed to revenues from Property Tax, Local Business Tax and the transfer from Pensacola Energy, the majority of which were paid during the first quarter. During the second quarter total Franchise Fees and Public Service Tax revenues exceeded budget by 6.58% or \$234,000. Half-Cent Sales Tax revenues exceeded budget by \$163,000 or 9.54%. Communication Services Tax revenue exceeded budget by \$51,300 or 4.21% and Municipal Revenue Sharing revenue also exceeded budget by \$23,000 or 2.04%.

In total revenues are projected to meet or exceed budget by fiscal year end. Staff will continue to monitor revenue and expenditures and take appropriate actions as necessary in order to assure a balanced budget.

As stated in the first quarter report, the transfer from the General Fund to the Stormwater Capital Projects Fund appears to exceed budget. Since the Stormwater Utility Fee is on the Property Tax bill, the receipts coincide with the Property Tax Revenues.

The funding for the Bay Area Resource Council (BARC) was shifted from Non-Departmental Agency funding to City Council's budget as it was determined these were actually dues to be a part of this organization, rather than a contribution.

Second quarter expenditures in total were within budget. As stated in the first quarter report, all General Fund capital equipment has been funded in Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. For the second quarter the "Tree Planting Trust Fund" account contributions plus interest income equaled \$1,601 and there were no expenditures or encumbrances. During the Tentative Public Hearing to approve the FY 2018 Budget, City Council voted to move \$300,000 within the Tree Planting Trust Funds from the various projects to a reserved account in order to allow for a full review of Tree Planting Trust Fund expenditures.

The unencumbered balance in the "Tree Planting Trust Fund" at the end of the second quarter was \$387,242.

Housing Initiatives Fund/Inner City Housing Initiatives Fund

On January 12, 2017 City Council authorized the establishment of an assigned Fund Balance which would be used for the Housing Initiatives Fund, dedicated to receiving specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the "Housing Initiatives Fund".

On August 10, 2017 City Council allocated \$440,000 from the General Fund's portion of the sale of 16 South Palafox to be designated to the Housing Initiatives Fund specifically for use in the Pensacola Inner City Community Redevelopment Area in order to fund the Urban Core, Eastside and Westside affordable housing rehabilitation projects. These funds have been designated separately from the "Housing Initiatives Fund" and are recorded as the "Inner City Housing Initiatives Fund".

For the second quarter of FY 2018 the "Housing Initiatives Fund" account contributions equaled \$124,800 and there were no expenditures. The total balance in the "Housing Initiatives Fund" at the end of the second quarter was \$109,785.

There were no contributions nor expenditures in the "Inner City Housing Initiatives Fund" during the first six months. The total balance in the "Inner City Housing Initiatives Fund" at the end of the second quarter was \$440,000.

Local Option Gasoline Tax Fund:

Local Option Gasoline Tax revenue were even with the budgeted levels through the second quarter of FY 2018. During FY 2017 there was an appeal by the City concerning the calculation for the distribution of funds between the City of Pensacola and Escambia County. These funds were held in escrow by the Escambia County Clerk of Court until such time that there was either a settlement agreement or a final decision on the City's appeal. A settlement agreement was reached between the City and the County dated April 6, 2017 and the funds held in escrow were released and were received by the City on May 1, 2017. For comparison purposes, revenue for the prior fiscal year are provided and reflect collections for a five month period. Fund expenditures will not exceed budget for the fiscal year.

Stormwater Utility Fund:

Total utility fee revenue of \$2,095,697 represents 75.66% of budgeted revenue for the fiscal year. Fund expenditures are consistent with budget for the second quarter.

As previously reported to City Council, the revenue for the State Right of Way Maintenance will not meet the current budgeted level of \$289,500 due to the election by the State to not have additional sweeping of the Pensacola Bay Bridge performed by the City. Adjustments to the budget will be made in a supplemental budget resolution later this fiscal year.

Municipal Golf Course Fund:

During the second quarter FY 2018, the Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$154,100 before the General Fund subsidy of \$110,000. When compared to FY 2017, revenue for this fiscal year is \$23,900 below prior year second quarter revenues. The decrease is mainly due to the extremely cold winter/early spring experienced during FY 2018 which resulted in the cancelation of two tournaments as well as reduced rounds of play.

During the second quarter of fiscal year 2017, 10,686 rounds were played with 2,310 driving range usage and in the second quarter of this fiscal year 9,757 rounds were played with 2,960 driving range usage, a decrease of 929 rounds and an increase of 650 in driving range usage. Staff continues to advertise the golf course through local media outlets as well as keeping the golf course's website updated. Staff also continues to monitor revenues and implement various marketing strategies as appropriate.

Concession payments from Fusion Grill, Inc. are current through the second quarter of FY 2018.

Expenditures at the Golf Course are consistent with the adopted FY 2018 budget.

Inspection Services Fund:

In total, Expenditures (including total City sponsored pension costs) exceeded revenues by \$45,800. When compared to FY 2017, revenues for this fiscal year were \$108,100 below prior year second quarter revenues. The shortage of skilled labor coupled with the rejuvenation of construction starts have driven up the average cost of new construction. Owners and developers appear to be delaying new construction projects in hopes that the costs will eventually decline.

Expenditures for Inspection Services were consistent with budget.

Roger Scott Tennis Center:

Total revenues for the Roger Scott Tennis Center were consistent with budget. The annual tennis memberships renewed during the second quarter and compared to the second quarter of FY 2017, revenues for FY 2018 were \$29,100 less than last fiscal year. Expenditures are not anticipated to exceed budget by fiscal year end.

As reported in the first quarter, the City issued an RFP for the operation and maintenance of the Roger Scott Tennis Center. On November 9, 2017, City Council awarded a contract for the operation and management of the Roger Scott Tennis Center to Gulf Coast Tennis Group, LLC. As part of the contract, the City will receive a minimum annual guaranteed revenue of \$125,000 which is estimated to fund the City's cost of operations as outlined in the RFP. Gulf Coast Tennis Group, LLC began operations in January 2018.

Below is a comparison of the activity at Roger Scott Tennis Center between the second quarter for FY's 2017 and 2018.

	<u>FY 2017</u>	<u>FY 2018</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	678	1,029	351
All Courts (Includes Clay Courts)	<u>1,430</u>	<u>1,833</u>	<u>403</u>
Sub-Total	<u>2,108</u>	<u>2,862</u>	<u>754</u>
Playing Members	<u>13,614</u>	<u>11,328</u>	<u>(2,286)</u>
Sub-Total	<u>15,722</u>	<u>14,190</u>	<u>(1,532)</u>
Instructional Students	4,201	7,665	3,464
Rentals/Special Events/Programs	5,354	6,184	830
Total Players	<u>25,277</u>	<u>28,039</u>	<u>2,762</u>

Community Maritime Park Management Services Fund:

In May 2017, the New Market Tax Credit (NMTC) Financing structure that funded the public improvements at the Community Maritime Park was completed. Upon the unwind of the financing structure the assets and liabilities of the Community Maritime Park Associates, Inc. (CMPA) were transferred to the City and the CMPA was dissolved in June 2017. Additionally, the Management Services Agreement and the Employee Leasing Agreement between the City and CMPA was terminated and the operation and maintenance of the Community Maritime Park was assumed by the City. Therefore, FY 2018 will be the first full year of operations by the City whereby all revenue and expenditures of the Community Maritime Park are reflected in the Community Maritime Park Management Services Fund.

In total, expenditures exceeded revenues by \$310,700. Expenditures will continue to exceed revenues until the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. Expenditures were consistent with budget.

Local Option Sales Tax Fund:

Second quarter revenues exceeded budget by \$273,800 or 8.80%. Expenditures in total were consistent with budget for the second quarter.

All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax. However on October 18, 2017, the City issued the \$25 million Infrastructure Sales Surtax Revenue bond, Series 2017 in order to fund projects identified in the LOST IV Plan.

Local Option Gasoline Tax (LOGT) Series 2016 Project Fund:

The LOGT Series 2016 Project Fund provides funding for a three phase program to accelerate street rehabilitation that would normally be completed over a ten year period. On July 14, 2016 City Council approved financing for the street rehabilitation improvements. Prior year expenditures through the second quarter represent the first phase of this plan. Phase II and Phase III of the street rehabilitation project were switched to accommodate Pensacola Energy's Gas Pipeline Replacement project schedule in order to minimize potential

infrastructure conflicts and allow for timely replacement of the gas lines. Expenditures through the second quarter of FY 2018 represents the third phase of this plan. The proposed project list for Phase II was approved by City Council at the December 2017 Council Meeting and contracts were awarded at the February 2018 City Council Meeting. The funding for Phase II will come from the Local Option Sales Tax Fund.

Stormwater Capital Projects Fund:

The \$2,098,100 transfer from the General Fund to the Stormwater Capital Projects Fund equaled the revenue fee collection in the Stormwater Utility Fund. Second quarter expenditures were within budget.

Gas Utility Fund:

Appropriated fund balance in the amount of \$3,542,600 and operating revenue exceeded gas operating expenses and encumbrances (including total City sponsored pension costs) by \$5,729,900 for the second quarter. The majority of capital outlay, debt service and transfer expenditures occurred in the first quarter but will levelize over the remainder of the fiscal year

Second quarter FY 2018 revenues exceeded second quarter FY 2017 revenues by \$6,125,400 mainly due to the colder winter this year as well as the colder temperatures experienced during the early spring. Current projected revenues for FY 2018 are anticipated to be within budgeted level.

Pensacola Energy has included 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. By the end of Fiscal Year 2017 that reserve was down by \$3.94 million, below the reserve requirements recommended by Black & Veatch in the FYE 2012 Gas System Annual Report. At the end of March, 2017, the additional \$0.10 per Ccf collected has amounted to \$1,112,900 which is included in the aforementioned revenue. This recovery of reserve is a multi-year endeavor to recoup the shortfall experienced in prior years.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the state Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in FY 2013. This fee is charged for expenses that were made in the prior fiscal year. For the second quarter of FY 2018, \$2,343,252 has been received from Infrastructure Cost Recovery Revenue.

In total, expenses for the Gas Utility Fund were consistent with budget for the second quarter.

All bond eligible gas construction and infrastructure expenses have been accounted for separately.

Sanitation Fund:

In total, appropriated fund balance in the amount of \$1,111,000 and operating revenue were exceeded expenses and encumbrances (including total City sponsored pension costs) by \$78,100 for the second quarter. Sanitation Fund revenues for FY 2018 were \$255,300 above the FY 2017 revenues for the same time period. Effective June 1, 2017, the monthly Sanitation rate of \$22.80 increased by \$1.26 to a new monthly rate of \$24.06 as well as a \$1.00 per month Sanitation Equipment Surcharge followed by a planned increase in that surcharge by an additional \$1.00 in FY 2019.

In total, second quarter Sanitation expenses were consistent with budget.

Port Fund:

Second quarter Port appropriated fund balance of \$241,900 and operating revenue were below operating expenses and encumbrances (including total City sponsored pension costs) by \$194,500. Operating revenues

for FY 2018 were \$115,100 below the FY 2017 operating revenues for the same time period. The majority of this decrease is due to a decrease in Property Rental, Wharfage and Dockage revenue. The decline in property rental revenue is due to the early termination of the Offshore Inland lease for the DeepFlex facility location. The decrease in Wharfage and Dockage is a the result of fewer vessel dockage days being logged in the first six months of FY 2018 as compared to the same time period in FY 2017. This is primarily attributable to the depressed state of the offshore oil & gas industry resulting in the vessels supporting that industry not requiring lengthy port stays for project mobilization, demobilization or vessel maintenance work.

As previously mentioned, at the end of FY 2017 Port expenditures exceeded Port revenue by \$721,400 leaving a Port reserve balance of \$370,773. Should this pattern continue for FY 2018, it is estimated that the Port would be short by \$330,000 after depleting the reserves. The Port's financial position will continue to be monitored.

Port expenses, in total, were at or below budget and were \$193,900 less than FY 2017 expenses for the same time period. With the decline in revenue experienced in prior years, staff continues to operate at minimal costs in order to meet revenues.

All Port lease payments have been paid and are current. The lease payments due from Offshore Inland Marine are current. However, dockage and other vessel fees, which Offshore Inland recovers from its customers and then remits to the port, continue to be slower to pay. Currently this account had an outstanding balance of \$507,738.55, which is detailed below. Included in this amount is \$363,000 which was recorded as an allowance for doubtful accounts by the end of FY 2017. This transaction is part of the accounting procedure, however the funds are still due and payable.

Offshore Inland's past-due balance of \$488,000 has been addressed via the establishment of a payment plan incorporated into an amendment to the tenant's lease which City Council approved at its May 2017 regular meeting and amended on November 9, 2017. The amendment to the tenant's lease authorizes them to continue monthly installment payments of \$10,000 until full repayment of the debt has been made. This balance includes \$363,000 in invoices that are being held in abeyance pending construction of an overhead crane facility in Port Warehouse #1 and final reconciliation of project-related grant expenses, including expenses incurred by Offshore Inland. A process for final settlement of those funds was also included in the lease amendment.

	<u>2nd Qtr</u>	<u>1st Qtr</u>	<u>Difference</u>
Current	\$ 12,738.55	16,609.92	(3,871.37)
30 - 59 Days	-	-	-
60 - 89 Days	-	-	-
90 - 119 Days	-	-	-
Over 120 Days	<u>488,000.00</u>	<u>508,000.00</u>	<u>(20,000.00)</u>
Total	<u>\$ 500,738.55</u>	<u>524,609.92</u>	<u>(23,871.37)</u>

Airport Fund:

Appropriated fund balance of \$5.6 million and operating revenue exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$3.7 million for the second quarter. Passenger traffic at Pensacola International Airport increased by 14.21% when compared to the second quarter of FY 2017. This increase in passenger traffic is due, in part, to improved air service and general economic conditions. Overall Airport operating revenues exceeded the second quarter FY 2017 operating revenue by \$599,900. Airline Revenues exceeded the prior year by \$29,300 and Non-Airline Revenues exceeded the prior year by \$570,600. The increase in Airline Revenues is mainly attributed to three new revenue sources, Cargo Landing Fees, Cargo Apron Area Rental and Baggage Handling System, which total \$719,800 and are offset by a decrease of \$733,100 in Air Carrier Landing Fees for this fiscal year compared to the prior fiscal year. Air Carrier Landing fees are currently \$0.65 per 1,000 lbs. as compared to last fiscal year when the charge was \$1.90 per 1,000 lbs. All Air

Carrier Landing Fees are recalculated annually. The bulk of the Non-Airline Revenue increase is from parking and rental car revenues. Revenue collected from Parking Lot exceeded the prior fiscal year by \$164,900 and combined revenue from Rental Cars, Rental Car Facility Charge and Rental Car CFC were Parking Lot were \$295,400 over the prior year.

The lease agreement with the FAA for the FASCO tower is currently in negotiations with the final tower construction payment received in FY 2015. The Airport submitted Facility Review documents at the request of the FAA on December 22, 2016. The Airport wishes to move forward with a 5-year lease.

Expenses for the second quarter were consistent with budget.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide a service to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the second quarter of the last three fiscal years are as follows:

	<u>FY 2018</u>	<u>FY 2017</u>	<u>FY 2016</u>
January	0.94%	0.68%	0.30%
February	1.19%	0.67%	0.30%
March	1.20%	0.67%	0.40%

Legal Costs Schedule:

A schedule of legal costs paid to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	1,790,900	1,790,900	1,790,900	100.00%	2,020,263	100.00%	1,518,702	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	14,340,800	14,340,800	14,340,800	11,437,007	79.75%	11,030,909	80.18%	13,768,035	100.00%
Delinquent Taxes	30,000	30,000	30,000	10,880	36.27%	(127)	-0.42%	12,989	100.00%
Sub-Total	14,370,800	14,370,800	14,370,800	11,447,887	79.66%	11,030,782	80.00%	13,781,024	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,100,200	6,100,200	6,100,200	2,480,833	40.67%	2,266,907	38.55%	5,687,912	100.00%
City of Pensacola - Gas	915,000	915,000	915,000	577,205	63.08%	460,091	53.36%	898,228	100.00%
ECUA - Water and Sewer	1,611,600	1,611,600	1,611,600	731,204	45.37%	663,905	42.80%	1,632,741	100.00%
Miscellaneous	0	0	0	0	----	0	----	0	----
Sub-Total	8,626,800	8,626,800	8,626,800	3,789,242	43.92%	3,390,903	40.89%	8,218,881	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,132,900	6,132,900	6,132,900	2,701,098	44.04%	2,396,989	40.24%	6,130,379	100.00%
City of Pensacola - Gas	815,000	815,000	815,000	478,293	58.69%	353,610	47.15%	686,553	100.00%
ECUA - Water	1,025,300	1,025,300	1,025,300	461,090	44.97%	418,170	42.74%	1,029,138	100.00%
Miscellaneous	20,000	20,000	20,000	17,740	88.70%	13,429	67.15%	27,572	100.00%
Sub-Total	7,993,200	7,993,200	7,993,200	3,658,221	45.77%	3,182,198	41.30%	7,873,642	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	910,000	910,000	910,000	886,036	97.37%	875,838	96.25%	902,333	100.00%
Local Business Tax Penalty	10,000	10,000	10,000	11,307	113.07%	10,985	109.85%	12,988	99.91%
Sub-Total	920,000	920,000	920,000	897,343	97.54%	886,823	96.39%	915,321	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	50,000	50,000	50,000	22,470	44.94%	24,356	48.71%	71,311	100.00%
Taxi Permits	7,500	7,500	7,500	6,270	83.60%	2,958	39.44%	5,846	100.00%
Fire Permits	21,000	21,000	21,000	13,625	64.88%	7,660	36.48%	15,920	100.00%
Sub-Total	<u>78,500</u>	<u>78,500</u>	<u>78,500</u>	<u>42,365</u>	53.97%	<u>34,974</u>	44.55%	<u>93,077</u>	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	17,000	17,000	17,000	13,979	82.23%	18,374	108.08%	18,374	99.86%
STATE									
1/2 Cent Sales Tax	4,478,700	4,478,700	4,478,700	1,872,266	41.80%	1,709,412	38.93%	4,479,119	100.00%
Beverage License Tax	100,000	100,000	100,000	102,841	102.84%	101,207	106.53%	108,132	100.00%
Mobile Home Tax	8,000	8,000	8,000	7,428	92.85%	8,326	111.01%	13,095	100.00%
Communication Services Tax	3,056,900	3,056,900	3,056,900	1,269,302	41.52%	1,182,471	40.40%	2,967,772	100.00%
State Rev Sharing - Motor Fuel Tax	543,800	543,800	543,800	274,376	50.46%	271,849	46.95%	550,313	100.00%
State Rev Sharing - Sales Tax	1,741,300	1,741,300	1,741,300	877,981	50.42%	870,374	49.75%	1,760,844	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	5,820	48.50%	5,505	35.52%	10,799	99.99%
Fire Fighter Supplemental Compensation	40,000	40,000	40,000	22,255	55.64%	21,754	54.39%	43,894	100.00%
Sub-Total	<u>9,997,700</u>	<u>9,997,700</u>	<u>9,997,700</u>	<u>4,446,248</u>	44.47%	<u>4,189,272</u>	42.66%	<u>9,952,342</u>	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	97	----	360	----	5,425	100.02%
Boat Launch Fees	17,000	17,000	17,000	7,361	43.30%	8,713	51.25%	20,431	100.00%
Esc. School Board - SRO	185,500	185,500	185,500	108,198	58.33%	76,322	34.69%	218,625	100.00%
ECSD - 911 Calltakers	237,400	237,400	237,400	124,686	52.52%	132,816	54.21%	235,081	100.00%
State Traffic Signal Maintenance	326,600	326,600	326,600	0	0.00%	0	0.00%	326,622	100.01%
State Street Light Maintenance	303,600	303,600	303,600	0	0.00%	0	0.00%	312,677	99.99%
Pensacola Fire Academy	0	0	0	0	----	37,135	185.68%	37,135	100.00%
Miscellaneous	40,000	40,000	40,000	23,167	57.92%	21,089	52.72%	43,544	100.00%
Sub-Total	1,110,100	1,110,100	1,110,100	263,509	23.74%	276,435	23.58%	1,199,540	100.00%
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	14,500	14,500	14,500	6,298	43.43%	5,531	38.14%	12,580	100.00%
Traffic Fines	90,000	90,000	90,000	39,138	43.49%	36,834	46.04%	97,655	100.00%
OTHER FINES									
Miscellaneous	5,000	5,000	5,000	3,804	76.08%	4,572	38.10%	7,611	100.53%
Sub-Total	109,500	109,500	109,500	49,240	44.97%	46,937	44.07%	117,846	100.03%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
INTEREST									
Investments and Deposits	50,000	50,000	50,000	6,042	12.08%	186	0.62%	108,576	97.08%
Sub-Total	50,000	50,000	50,000	6,042	12.08%	186	0.62%	108,576	97.08%
OTHER REVENUES									
Miscellaneous	500,000	500,000	500,000	239,901	47.98%	221,686	55.42%	371,874	102.79%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	3,048	4.06%	0	0.00%	86,112	100.00%
Sale of Assets	50,000	67,625	67,625	51,645	76.37%	62,605	125.21%	104,058	99.96%
Sub-Total	625,000	642,625	642,625	294,594	45.84%	284,291	55.20%	562,044	101.82%
Sub-Total Revenues	43,881,600	43,899,225	43,899,225	24,894,691	56.71%	23,322,801	54.97%	42,822,293	100.02%
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
TOTAL REVENUES	51,881,600	51,899,225	51,899,225	28,894,691	55.67%	27,322,801	54.18%	50,822,293	100.01%
TOTAL REVENUES AND FUND BALANCE	\$ 51,881,600	53,690,125	53,690,125	30,685,591	57.15%	29,343,064	55.94%	52,340,995	100.01%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personal Services	\$ 608,400	608,400	608,416	252,571	41.51%	228,161	36.76%	482,790	77.77%
City Sponsored Pensions	0	0	50	20	40.00%	20	48.78%	30	73.17%
Sub-Total	608,400	608,400	608,466	252,591	41.51%	228,181	36.76%	482,820	77.77%
Operating Expenses	478,400	672,859	675,793	226,289	33.48%	328,179	52.73%	328,614	68.32%
Sub-Total	1,086,800	1,281,259	1,284,259	478,880	37.29%	556,360	44.75%	811,434	73.04%
Allocated Overhead/(Cost Recovery)	(379,700)	(379,700)	(379,700)	(189,850)	50.00%	(161,200)	50.00%	(373,200)	100.00%
Sub-Total	707,100	901,559	904,559	289,030	31.95%	395,160	42.92%	438,234	61.48%
MAYOR									
Personal Services	991,000	991,000	957,300	452,507	47.27%	444,845	45.14%	923,892	95.25%
City Sponsored Pensions	48,800	48,800	48,800	48,800	100.00%	54,300	100.00%	54,300	100.00%
Sub-Total	1,039,800	1,039,800	1,006,100	501,307	49.83%	499,145	48.00%	978,192	95.50%
Operating Expenses	385,500	406,500	440,200	210,172	47.74%	181,249	44.59%	337,547	84.96%
Sub-Total	1,425,300	1,446,300	1,446,300	711,479	49.19%	680,394	47.04%	1,315,739	92.42%
Allocated Overhead/(Cost Recovery)	(601,100)	(601,100)	(601,100)	(300,550)	50.00%	(403,250)	50.00%	(700,900)	100.00%
Sub-Total	824,200	845,200	845,200	410,929	48.62%	277,144	43.32%	614,839	85.30%
CITY CLERK									
Personal Services	171,300	171,300	171,900	82,616	48.06%	105,412	49.49%	192,106	98.72%
City Sponsored Pensions	29,100	29,100	29,100	29,100	100.00%	32,100	100.00%	32,100	100.00%
Sub-Total	200,400	200,400	201,000	111,716	55.58%	137,512	56.10%	224,206	98.90%
Operating Expenses	45,100	45,100	44,500	17,135	38.51%	32,557	59.96%	42,492	78.84%
Sub-Total	245,500	245,500	245,500	128,851	52.49%	170,069	56.80%	266,698	95.05%
Allocated Overhead/(Cost Recovery)	(114,900)	(114,900)	(114,900)	(57,450)	50.00%	(34,150)	50.00%	(113,100)	100.00%
Sub-Total	130,600	130,600	130,600	71,401	54.67%	135,919	58.81%	153,598	91.70%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personal Services	430,700	430,700	430,700	161,385	37.47%	171,787	44.90%	345,107	99.64%
City Sponsored Pensions	19,600	19,600	19,600	19,600	100.00%	21,600	100.00%	21,600	100.00%
Sub-Total	450,300	450,300	450,300	180,985	40.19%	193,387	47.84%	366,707	99.66%
Operating Expenses	144,600	144,600	144,600	98,555	68.16%	44,686	30.44%	200,494	99.33%
Sub-Total	594,900	594,900	594,900	279,540	46.99%	238,073	43.21%	567,201	99.54%
Allocated Overhead/(Cost Recovery)	(233,700)	(233,700)	(233,700)	(116,850)	50.00%	(80,150)	50.00%	(230,200)	100.00%
Sub-Total	361,200	361,200	361,200	162,690	45.04%	157,923	40.42%	337,001	99.23%
HUMAN RESOURCES									
Personal Services	524,600	524,600	524,534	266,439	50.80%	230,812	48.28%	484,656	98.89%
City Sponsored Pensions	112,300	112,300	112,366	112,357	99.99%	120,468	99.94%	120,501	99.97%
Sub-Total	636,900	636,900	636,900	378,796	59.47%	351,280	58.68%	605,157	99.10%
Operating Expenses	162,800	162,800	162,800	61,632	37.86%	97,839	61.87%	139,966	95.80%
Sub-Total	799,700	799,700	799,700	440,428	55.07%	449,119	59.35%	745,123	98.46%
Allocated Overhead/(Cost Recovery)	(301,200)	(301,200)	(301,200)	(150,600)	50.00%	(146,750)	50.00%	(295,600)	100.00%
Sub-Total	498,500	498,500	498,500	289,828	58.14%	302,369	65.27%	449,523	97.48%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	3,014,800	3,377,921	3,374,921	2,617,412	77.55%	2,429,884	75.09%	3,001,229	92.47%
Sub-Total	3,014,800	3,377,921	3,374,921	2,617,412	77.55%	2,429,884	75.09%	3,001,229	92.47%
FINANCIAL SERVICES									
Personal Services	1,567,800	1,567,800	1,602,400	765,749	47.79%	734,845	48.25%	1,532,123	98.38%
City Sponsored Pensions	287,200	287,200	287,800	287,426	99.87%	296,800	99.87%	296,929	99.91%
Sub-Total	1,855,000	1,855,000	1,890,200	1,053,175	55.72%	1,031,645	56.68%	1,829,052	98.63%
Operating Expenses	429,600	469,679	434,479	189,365	43.58%	204,368	42.68%	395,712	89.01%
Sub-Total	2,284,600	2,324,679	2,324,679	1,242,540	53.45%	1,236,013	53.76%	2,224,764	96.77%
Allocated Overhead/(Cost Recovery)	(1,473,200)	(1,473,200)	(1,473,200)	(736,600)	50.00%	(670,250)	50.00%	(1,470,500)	100.00%
Sub-Total	811,400	851,479	851,479	505,940	59.42%	565,763	59.02%	754,264	91.03%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personal Services	507,300	507,300	507,300	234,353	46.20%	241,896	41.48%	503,478	86.33%
City Sponsored Pensions	67,800	67,800	67,800	67,800	100.00%	74,700	100.00%	74,700	100.00%
Sub-Total	575,100	575,100	575,100	302,153	52.54%	316,596	48.12%	578,178	87.88%
Operating Expenses	264,300	349,343	349,343	82,881	23.72%	73,703	18.27%	181,712	46.09%
Sub-Total	839,400	924,443	924,443	385,034	41.65%	390,299	36.78%	759,890	71.61%
PARKS & RECREATION									
Personal Services	2,710,100	2,710,100	2,713,038	1,215,054	44.79%	1,192,443	46.10%	2,417,486	93.53%
City Sponsored Pensions	680,300	680,300	680,662	680,491	99.97%	760,025	99.97%	760,224	99.99%
Sub-Total	3,390,400	3,390,400	3,393,700	1,895,545	55.85%	1,952,468	58.34%	3,177,710	95.00%
Operating Expenses	2,795,200	3,011,400	3,008,100	1,211,331	40.27%	1,356,744	48.56%	2,529,617	94.80%
Sub-Total	6,185,600	6,401,800	6,401,800	3,106,876	48.53%	3,309,212	53.89%	5,707,327	94.91%
Allocated Overhead/(Cost Recovery)	(5,800)	(5,800)	(5,800)	(2,900)	50.00%	(4,650)	50.00%	(7,400)	100.00%
Sub-Total	6,179,800	6,396,000	6,396,000	3,103,976	48.53%	3,304,562	53.90%	5,699,927	94.90%
PUBLIC WORKS & FACILITIES									
Personal Services	1,552,200	1,552,200	1,552,045	665,598	42.89%	726,601	47.28%	1,522,470	98.99%
City Sponsored Pensions	302,300	302,300	302,455	302,434	99.99%	352,281	100.02%	352,425	100.02%
Sub-Total	1,854,500	1,854,500	1,854,500	968,032	52.20%	1,078,882	57.12%	1,874,895	99.18%
Operating Expenses	2,457,300	2,832,982	2,832,982	1,268,415	44.77%	1,282,900	46.07%	2,277,600	88.63%
Sub-Total	4,311,800	4,687,482	4,687,482	2,236,447	47.71%	2,361,782	50.54%	4,152,495	92.90%
Allocated Overhead/(Cost Recovery)	(332,000)	(332,000)	(332,000)	(166,000)	50.00%	(125,750)	50.00%	(274,300)	100.00%
Sub-Total	3,979,800	4,355,482	4,355,482	2,070,447	47.54%	2,236,032	50.57%	3,878,195	92.45%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personal Services	6,848,200	7,001,300	6,940,290	3,382,882	48.74%	3,273,316	48.63%	6,704,465	98.14%
City Sponsored Pensions	1,256,100	1,256,100	1,414,110	1,411,264	99.80%	1,633,801	99.74%	1,732,860	105.79%
Sub-Total	8,104,300	8,257,400	8,354,400	4,794,146	57.38%	4,907,117	58.63%	8,437,325	99.62%
Operating Expenses	1,496,000	1,554,603	1,457,603	709,280	48.66%	714,001	47.87%	1,286,953	96.56%
Sub-Total	9,600,300	9,812,003	9,812,003	5,503,426	56.09%	5,621,118	57.00%	9,724,278	99.19%
POLICE									
Personal Services	13,100,800	13,100,800	13,070,287	6,035,572	46.18%	5,979,188	46.67%	12,229,023	95.64%
City Sponsored Pensions	4,840,400	4,840,400	4,870,913	4,841,064	99.39%	4,721,710	99.92%	4,725,091	99.98%
Sub-Total	17,941,200	17,941,200	17,941,200	10,876,636	60.62%	10,700,898	61.02%	16,954,114	96.81%
Operating Expenses	3,998,300	4,299,538	4,299,538	2,296,081	53.40%	1,809,199	48.66%	3,405,515	93.04%
Sub-Total	21,939,500	22,240,738	22,240,738	13,172,717	59.23%	12,510,097	58.86%	20,359,629	96.15%
TRANSFERS OUT									
Municipal Golf Course Fund	220,000	220,000	220,000	110,000	50.00%	110,000	50.00%	220,000	100.00%
Stormwater Capital Projects Fund	2,775,000	2,775,000	2,775,000	2,098,100	75.61%	2,184,193	82.13%	2,748,923	100.00%
Sub-Total	2,995,000	2,995,000	2,995,000	2,208,100	73.73%	2,294,193	69.11%	2,968,923	100.00%
TOTAL EXPENDITURES	\$ 51,881,600	53,690,125	53,690,125	30,790,930	57.35%	30,620,463	57.89%	49,139,530	94.97%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 290,000	290,000	290,000	290,000	100.00%	238,716	100.00%	202,591	100.00%
REVENUES:									
Tree Trust Fund	10,000	10,000	10,000	650	6.50%	11,275	112.75%	46,125	100.00%
Interest	0	0	0	951	----	1,501	----	3,261	----
TOTAL REVENUES	10,000	10,000	10,000	1,601	16.01%	12,776	127.76%	49,386	107.07%
TOTAL REVENUES AND FUND BALANCE	\$ 300,000	300,000	300,000	291,601	97.20%	251,492	101.12%	251,977	101.31%
EXPENDITURES:									
Operating Expenses	\$ 0	0	0	0	----	106,845	44.47%	116,717	48.57%
Capital Outlay	0	0	0	0	----	0	0.00%	0	0.00%
Sub-Total	0	0	0	0	----	106,845	42.96%	116,717	46.93%
RESERVED	300,000	300,000	300,000	0	0.00%	0	----	0	46.93%
TOTAL EXPENDITURES	\$ 300,000	300,000	300,000	0	0.00%	106,845	42.96%	116,717	46.93%

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Sale of Asset	0	125,725	125,725	124,785	99.25%	0	----	0	----
Interest	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	0	125,725	125,725	124,785	99.25%	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	125,725	125,725	124,785	99.25%	0	----	0	----
EXPENDITURES:									
Operating Expenses	\$ 0	125,725	110,725	0	0.00%	0	----	0	----
Grants & Aids	0	0	15,000	15,000	100.00%	0	----	0	----
Sub-Total	0	125,725	125,725	15,000	11.93%	0	----	0	----
TOTAL EXPENDITURES	\$ 0	125,725	125,725	15,000	11.93%	0	----	0	----

CITY OF PENSACOLA
INNER CITY HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>440,000</u>	<u>440,000</u>	<u>440,000</u>	100.00%	<u>0</u>	----	<u>0</u>	----
REVENUES:									
Sale of Asset	0	0	0	0	----	440,000	100.00%	440,000	100.00%
Interest	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>0</u>	----	<u>0</u>	----
TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>440,000</u>	100.00%	<u>440,000</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u><u>\$ 0</u></u>	<u><u>440,000</u></u>	<u><u>440,000</u></u>	<u><u>440,000</u></u>	100.00%	<u><u>440,000</u></u>	100.00%	<u><u>440,000</u></u>	100.00%
EXPENDITURES:									
Operating Expenses	\$ 0	0	0	0	----	0	----	0	0.00%
Grants & Aids	<u>0</u>	<u>440,000</u>	<u>440,000</u>	<u>0</u>	0.00%	<u>0</u>	----	<u>0</u>	----
Sub-Total	<u>0</u>	<u>440,000</u>	<u>440,000</u>	<u>0</u>	0.00%	<u>0</u>	----	<u>0</u>	0.00%
TOTAL EXPENDITURES	<u><u>\$ 0</u></u>	<u><u>440,000</u></u>	<u><u>440,000</u></u>	<u><u>0</u></u>	0.00%	<u><u>0</u></u>	----	<u><u>0</u></u>	0.00%

**CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 37,800	37,800	37,800	37,800	100.00%	94,139	100.00%	0	----
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	560,090	40.88%	549,503 **	41.10%	1,476,634 *	100.51%
Interest	0	0	0	295	----	0	----	1,165	68.53%
Miscellaneous	0	0	0	0	----	113,583	----	113,583	99.99%
Sub-Total	1,370,000	1,370,000	1,370,000	560,385	40.90%	663,086	49.59%	1,591,382	100.43%
TOTAL REVENUES	1,370,000	1,370,000	1,370,000	560,385	40.90%	663,086	49.59%	1,591,382	100.43%
TOTAL REVENUES AND FUND BALANCE	\$ 1,407,800	1,407,800	1,407,800	598,185	42.49%	757,225	52.91%	1,591,382	100.43%
EXPENDITURES:									
Capital Outlay	0	0	0	0	----	27,238	100.00%	27,238	58.45%
Allocated Overhead/(Cost Recovery)	37,800	37,800	37,800	18,900	50.00%	33,450	50.00%	37,900	100.00%
Sub-Total	37,800	37,800	37,800	18,900	50.00%	60,688	64.47%	65,138	77.09%
TRANSFERS OUT									
LOGT Debt Service fund	1,370,000	1,370,000	1,370,000	0	0.00%	0	0.00%	1,497,927	99.86%
TOTAL EXPENDITURES	\$ 1,407,800	1,407,800	1,407,800	18,900	1.34%	60,688	4.24%	1,563,065	98.65%

* Revenue includes 13 payments versus 12 payments due to appeal to State on Distribution Formula.

** For comparison purposes only. FY 2017 revenue was not received until May 1, 2017 due to appeal to State on Distribution Formula.

**CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	10,850	10,850	10,850	100.00%	18,179	100.00%	0	----
REVENUES:									
Stormwater Utility Fees	2,770,000	2,770,000	2,770,000	2,095,697	75.66%	2,184,002	82.28%	2,744,262	99.96%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	2,403	48.06%	191	3.82%	4,661	128.90%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	289,500	289,500	289,500	41,520	14.34%	41,520	41.69%	99,647	100.05%
Interest Income	0	0	0	843	----	554	----	7,551	377.55%
TOTAL REVENUES	<u>3,064,500</u>	<u>3,064,500</u>	<u>3,064,500</u>	<u>2,140,463</u>	69.85%	<u>2,226,267</u>	80.69%	<u>2,856,121</u>	100.20%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 3,064,500</u>	<u>3,075,350</u>	<u>3,075,350</u>	<u>2,151,313</u>	69.95%	<u>2,244,446</u>	80.81%	<u>2,856,121</u>	100.20%
EXPENDITURES:									
STORMWATER O & M									
Personal Services	\$ 800,300	800,300	800,050	369,262	46.15%	358,417	46.56%	764,953	98.93%
City Sponsored Pensions	293,000	293,000	293,250	293,210	99.99%	306,435	100.00%	306,689	99.99%
Sub-Total	<u>1,093,300</u>	<u>1,093,300</u>	<u>1,093,300</u>	<u>662,472</u>	60.59%	<u>664,852</u>	61.78%	<u>1,071,642</u>	99.23%
Operating Expenses	450,600	461,450	460,815	233,594	50.69%	371,175	64.11%	609,241	94.65%
Capital Outlay	38,000	38,000	38,635	38,635	100.00%	0	0.00%	0	----
Allocated Overhead/(Cost Recovery)	175,900	175,900	175,900	87,950	50.00%	96,150	50.00%	178,600	100.00%
Sub-Total	<u>1,757,800</u>	<u>1,768,650</u>	<u>1,768,650</u>	<u>1,022,651</u>	57.82%	<u>1,132,177</u>	60.05%	<u>1,859,483</u>	97.73%
STREET CLEANING									
Personal Services	384,500	384,500	384,420	175,334	45.61%	184,288	47.31%	376,920	99.84%
City Sponsored Pensions	79,600	79,600	79,680	79,665	99.98%	87,762	100.00%	87,827	99.99%
Sub-Total	<u>464,100</u>	<u>464,100</u>	<u>464,100</u>	<u>254,999</u>	54.94%	<u>272,050</u>	57.00%	<u>464,747</u>	99.87%
Operating Expenses	356,700	356,700	356,700	171,298	48.02%	189,374	55.80%	370,813	98.73%
Capital Outlay	390,000	390,000	390,000	121,608	31.18%	0	----	0	----
Allocated Overhead/(Cost Recovery)	95,900	95,900	95,900	47,950	50.00%	37,550	50.00%	95,900	100.00%
Sub-Total	<u>1,306,700</u>	<u>1,306,700</u>	<u>1,306,700</u>	<u>595,855</u>	45.60%	<u>498,974</u>	55.95%	<u>931,460</u>	99.43%
TOTAL EXPENDITURES	<u>\$ 3,064,500</u>	<u>3,075,350</u>	<u>3,075,350</u>	<u>1,618,506</u>	52.63%	<u>1,631,151</u>	58.73%	<u>2,790,943</u>	98.29%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	4,454	4,454	4,454	100.00%	8,908	100.00%	31,908	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	335,100	335,100	335,100	125,477	37.44%	137,107	44.30%	274,233	99.18%
Electric Cart Rentals	73,400	73,400	73,400	39,978	54.47%	45,053	62.23%	89,963	100.63%
Pull Cart Rentals	400	400	400	107	26.75%	65	16.25%	84	84.00%
Concessions	18,100	18,100	18,100	9,000	49.72%	9,000	49.72%	18,000	100.00%
Pro Shop Sales	15,100	15,100	15,100	5,648	37.40%	4,570	30.26%	10,458	101.53%
Tournaments	35,000	35,000	35,000	19,064	54.47%	23,411	68.45%	52,802	100.00%
Driving Range	30,000	30,000	30,000	13,114	43.71%	12,612	29.54%	27,918	99.71%
Capital Surcharge	50,000	50,000	50,000	16,643	33.29%	18,669	37.34%	37,167	99.91%
Advertising	0	0	0	0	----	2,500	----	7,500	100.00%
Miscellaneous	0	0	0	0	----	0	0.00%	0	----
Interest Income	0	0	0	29	----	21	----	532	532.00%
SUB-TOTAL REVENUES	557,100	557,100	557,100	229,060	41.12%	253,008	46.60%	518,657	99.76%
TRANSFERS IN GENERAL FUND	220,000	220,000	220,000	110,000	50.00%	110,000	50.00%	220,000	100.00%
TOTAL REVENUES	777,100	777,100	777,100	339,060	43.63%	363,008	47.58%	738,657	99.83%
TOTAL REVENUES AND FUND BALANCE	\$ 777,100	781,554	781,554	343,514	43.95%	371,916	48.19%	770,565	99.84%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 354,900	354,900	354,900	170,070	47.92%	159,539	46.22%	340,898	97.54%
City Sponsored Pensions	48,800	48,800	48,800	48,800	100.00%	53,700	100.00%	53,700	100.00%
Sub-Total	403,700	403,700	403,700	218,870	54.22%	213,239	53.46%	394,598	97.87%
Operating Expenses	373,400	377,854	377,854	164,277	43.48%	202,697	54.36%	318,842	87.71%
TOTAL EXPENDITURES	\$ 777,100	781,554	781,554	383,147	49.02%	415,936	53.89%	713,440	93.01%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	195,400	100.00%	(252,950)	100.00%
REVENUES:									
Building Permits	736,100	736,100	736,100	311,533	42.32%	449,023	74.84%	785,917	100.55%
Electrical Permits	200,000	200,000	200,000	106,254	53.13%	82,080	46.61%	255,838	100.29%
Gas Permits	36,500	36,500	36,500	23,150	63.42%	19,190	67.10%	40,387	100.22%
Plumbing Permits	93,000	93,000	93,000	67,896	73.01%	60,876	69.97%	149,684	100.26%
Mechanical Permits	66,500	66,500	66,500	50,934	76.59%	31,603	52.24%	96,497	101.47%
Miscellaneous Permits	10,000	10,000	10,000	3,487	34.87%	3,543	40.26%	8,446	100.55%
Zoning Review & Inspection Fees	65,000	65,000	65,000	48,700	74.92%	87,900	213.35%	124,550	100.61%
Permit Application Fee	200,000	200,000	200,000	105,904	52.95%	92,008	48.78%	217,453	100.63%
Interest Income	0	0	0	717	----	449	----	10,623	354.10%
Sale of asset	0	0	0	0	----	0	----	4,845	100.00%
TOTAL REVENUES	<u>1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>718,575</u>	51.07%	<u>826,672</u>	69.42%	<u>1,694,240</u>	100.99%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>718,575</u>	51.07%	<u>1,022,072</u>	73.73%	<u>1,441,290</u>	101.17%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 705,100	705,100	705,050	364,292	51.67%	330,600	49.29%	708,428	99.54%
City Sponsored Pensions	144,900	144,900	144,950	144,940	99.99%	156,739	99.97%	156,781	100.00%
Sub-Total	<u>850,000</u>	<u>850,000</u>	<u>850,000</u>	<u>509,232</u>	59.91%	<u>487,339</u>	58.89%	<u>865,209</u>	99.63%
Operating Expenses	312,800	312,800	312,800	118,081	37.75%	108,366	36.63%	157,492	54.93%
Capital Outlay	45,000	45,000	45,000	37,442	83.20%	54,534	80.79%	54,534	80.79%
Sub-Total	<u>1,207,800</u>	<u>1,207,800</u>	<u>1,207,800</u>	<u>664,755</u>	55.04%	<u>650,239</u>	54.61%	<u>1,077,235</u>	88.11%
Allocated Overhead/(Cost Recovery)	<u>199,300</u>	<u>199,300</u>	<u>199,300</u>	<u>99,650</u>	50.00%	<u>97,700</u>	50.00%	<u>202,000</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>764,405</u>	54.32%	<u>747,939</u>	53.96%	<u>1,279,235</u>	89.79%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 27,500	27,500	27,500	27,500	100.00%	50,000	100.00%	80,700	100.00%
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Court Fees	256,600	256,600	256,600	40,803	15.90%	95,178	41.97%	201,664	99.98%
Scott Tennis Concession Fees	0	0	0	72	----	620	10.33%	1,285	98.85%
Scott Tennis Pro Revenue	25,000	25,000	25,000	32,300	129.20%	6,520	42.89%	22,643	128.65%
Scott Tennis Pro Shop Lease	3,100	3,100	3,100	1,352	43.61%	1,295	21.58%	3,109	119.58%
Interest Income	0	0	0	16	----	35	----	668	668.00%
TOTAL REVENUES	284,700	284,700	284,700	74,543	26.18%	103,648	40.81%	229,369	102.72%
TOTAL REVENUES AND FUND BALANCE	\$ 312,200	312,200	312,200	102,043	32.69%	153,648	50.54%	310,069	102.00%
EXPENDITURES:									
OPERATIONS									
Personal Services	\$ 141,300	141,300	138,534	33,619	24.27%	62,443	46.29%	130,334	96.62%
Operating Expenses	170,900	170,900	173,666	100,792	58.04%	100,741	59.57%	152,541	90.21%
TOTAL EXPENDITURES	\$ 312,200	312,200	312,200	134,411	43.05%	163,184	53.68%	282,875	93.05%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	328,272	328,272	328,272	100.00%	0	----	(661,100)	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Event Management	100,000	0	0	0	----	0	0.00%	0	---
Rentals	35,000	35,000	35,000	11,520	32.91%	3,000	6.15%	11,290	94.08%
Vendor Kiosk Management									
Kiosk Sales	1,200	1,200	1,200	0	0.00%	0	0.00%	100	100.00%
Donations	0	0	0	2,500	----	2,000	----	18,500	100.00%
Parking Management	54,700	54,700	54,700	0	0.00%	2,300	4.45%	100,720	99.72%
City Hall Parking	0	30,000	30,000	0	0.00%	0	----	0	---
CMPA - Return of Profit	0	0	0	0	----	0	----	(4,494)	---
Park Maintenance	0	0	0	0	----	0	0.00%	108,205	99.27%
CMPA - Insurance	0	0	0	0	----	0	0.00%	79,805	99.76%
Lease Fees	153,900	153,900	153,900	73,234	47.59%	0	----	0	---
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	43,750	25.00%	0	----	58,333	58.33%
University of West Florida	15,000	15,000	15,000	16,667	111.11%	0	----	5,122	51.22%
Surcharge									
Variable Attendance	320,000	320,000	320,000	0	0.00%	0	----	270,527	100.20%
Variable Ticket	161,000	161,000	161,000	10,059	6.25%	0	----	75,275	81.82%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	0	----	37,500	56.82%
Community Event Concessions	30,000	30,000	30,000	14,231	47.44%	0	----	11,316	188.60%
Other Charges for Services	23,600	23,600	23,600	6,840	28.98%	0	----	7,781	97.26%
Interest Income	0	0	0	309	----	0	----	28	28.00%
Miscellaneous Revenue	0	0	0	16	----	0	----	144	144.00%
SUBTOTAL	1,181,900	1,111,900	1,111,900	207,251	18.64%	7,300	1.34%	780,152	89.38%
CHARGES FOR SERVICES									
Employee Leasing	0	0	0	0	----	31,475	30.26%	64,589	99.37%
Miscellaneous	0	0	0	0	----	3,409	34.09%	4,926	96.59%
SUBTOTAL	0	0	0	0	----	34,884	30.60%	69,515	99.17%
TRANSFER IN									
Recreation Fund	0	0	0	0	----	0	----	122,831	81.89%
Insurance Retention Fund	0	0	0	0	----	0	----	621,082	100.00%
SUBTOTAL	0	0	0	0	----	0	----	743,913	96.47%
TOTAL REVENUES AND FUND BALANCE	\$ 1,181,900	1,440,172	1,440,172	535,523	37.18%	42,184	6.41%	932,480	88.56%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
CMMTY MARITIME PARK MGT SVCS									
Personal Services	\$ 0	0	0	0	----	14,068	18.02%	44,321	56.79%
City Sponsored Pensions	0	0	0	0	----	0	----	0	----
Sub-Total	0	0	0	0	----	14,068	18.02%	44,321	56.79%
Operating Expenses	0	0	0	0	----	153,859	33.06%	375,593	81.55%
Capital Outlay	0	0	0	0	----	0	----	0	----
SUBTOTAL	0	0	0	0	----	167,927	30.90%	419,914	77.96%
MARITIME PARK - EMPLOYEE LEASING									
Personal Services	0	0	0	0	----	49,591	47.62%	69,088	98.46%
City Sponsored Pensions	0	0	0	0	----	2	50.00%	4	100.00%
Sub-Total	0	0	0	0	----	49,593	47.62%	69,092	98.46%
Operating Expenses	0	0	0	0	----	118	1.18%	3,457	96.62%
Capital Outlay	0	0	0	0	----	0	----	0	----
SUBTOTAL	0	0	0	0	----	49,711	43.55%	72,549	98.37%
COMMUNITY MARITIME PARK									
Personal Services	75,400	75,400	81,400	21,849	26.84%	0	----	25,314	93.76%
Operating Expenses	1,036,900	1,231,976	1,225,976	412,950	33.68%	0	----	99,100	41.65%
Capital Outlay	0	63,196	63,196	63,196	100.00%	0	----	62,624	49.70%
SUBTOTAL	1,112,300	1,370,572	1,370,572	497,995	36.33%	0	----	187,038	47.84%
TRANSFERS OUT									
Insurance Retention Fund	0	49,600	49,600	0	0.00%	0	----	0	----
Sub-Total	0	49,600	49,600	0	0.00%	0	----	0	100.00%
DEBT SERVICE									
Interest	18,700	0	0	0	----	0	----	9,316	31.69%
Principal	50,900	20,000	20,000	20,000	100.00%	0	----	0	0.00%
SUBTOTAL	69,600	20,000	20,000	20,000	100.00%	0	----	9,316	18.78%
TOTAL EXPENDITURES	\$ 1,181,900	1,440,172	1,440,172	517,995	35.97%	217,638	33.10%	688,817	65.42%

CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 7,310,100	15,392,464	15,392,464	15,392,464	100.00%	13,113,628	100.00%	13,803,628	100.00%
REVENUES:									
1-CT Local Option Sales Tax	7,883,000	7,883,000	7,883,000	3,384,578	42.94%	3,110,337	39.80%	7,881,842	100.28%
Interest	0	0	0	863	----	(610)	----	(13,774)	----
Rebates	0	0	0	0	----	14,948	----	14,948	99.65%
Transfer In From Central Services Fund	0	0	0	0	----	0	0.00%	188,014	99.95%
TOTAL REVENUES	7,883,000	7,883,000	7,883,000	3,385,441	42.95%	3,124,675	39.05%	8,071,030	100.10%
TOTAL REVENUES AND FUND BALANCE	\$ 15,193,100	23,275,464	23,275,464	18,777,905	80.68%	16,238,303	76.90%	21,874,658	100.04%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	65,228	463,066	378,732	81.79%	6,872	13.67%	284,428	68.21%
Capital Outlay	9,651,500	17,668,636	17,331,898	1,085,045	6.26%	3,925,001	27.20%	1,544,450	43.54%
Sub-Total	9,651,500	17,733,864	17,794,964	1,463,777	8.23%	3,931,873	27.15%	1,828,878	12.01%
DEBT SERVICE									
Principal	4,961,400	4,961,400	4,961,400	3,415,000	68.83%	3,245,000	52.43%	3,245,000	52.43%
Interest	580,200	580,200	519,100	87,509	16.86%	258,172	57.86%	446,186	100.00%
Sub-Total	5,541,600	5,541,600	5,480,500	3,502,509	63.91%	3,503,172	52.79%	3,691,186	55.63%
TOTAL EXPENDITURES	\$ 15,193,100	23,275,464	23,275,464	4,966,286	21.34%	7,435,045	35.21%	5,520,064	25.24%
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	100.00%
REVENUES:									
Bond Proceeds	0	25,000,000	25,000,000	25,000,000	100.00%	0	----	0	----
Interest	0	0	0	10,949	----	0	----	0	----
TOTAL REVENUES	0	25,000,000	25,000,000	25,010,949	100.04%	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	25,000,000	25,000,000	25,010,949	100.04%	0	----	0	----
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	85,000	85,000	80,038	94.16%	0	----	0	----
Capital Outlay	0	24,915,000	24,915,000	10,340,910	41.50%	0	----	1,174,896	135.41%
Sub-Total	0	25,000,000	25,000,000	10,420,948	41.68%	0	----	1,174,896	135.41%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	25,000,000	25,000,000	10,420,948	41.68%	0	----	1,174,896	135.41%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	\$ 15,193,100	48,275,464	48,275,464	43,788,854	90.71%	16,238,303	76.90%	21,874,658	100.04%
TOTAL EXPENDITURES	\$ 15,193,100	48,275,464	48,275,464	15,387,234	31.87%	7,435,045	35.21%	6,694,960	29.45%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

CITY OF PENSACOLA
LOGT SERIES 2016 PROJECT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	7,169,546	7,169,546	7,169,546	100.00%	8,408,341	100.00%	13,852,179	100.00%
REVENUES:									
LOGT Series 2016 Bond Proceeds	0	0	0	0	----	0	----	0	----
Interest Income	0	0	0	1,719	----	4,817	----	60,199	301.00%
TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,719</u>	----	<u>4,817</u>	----	<u>60,199</u>	301.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 0</u>	<u>7,169,546</u>	<u>7,169,546</u>	<u>7,171,265</u>	100.02%	<u>8,413,158</u>	100.06%	<u>13,912,378</u>	100.29%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	2,265	125,717	125,693	99.98%	107,959	100.00%	105,694	97.90%
Capital Outlay	0	7,167,281	7,043,829	6,202,985	88.06%	7,470,115	90.00%	6,637,138	96.32%
Sub-Total	<u>0</u>	<u>7,169,546</u>	<u>7,169,546</u>	<u>6,328,678</u>	88.27%	<u>7,578,074</u>	90.13%	<u>6,742,832</u>	96.33%
TOTAL EXPENDITURES	<u>\$ 0</u>	<u>7,169,546</u>	<u>7,169,546</u>	<u>6,328,678</u>	88.27%	<u>7,578,074</u>	90.13%	<u>6,742,832</u>	48.61%

CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	6,185,404	6,185,404	6,185,404	100.00%	6,424,991	100.00%	6,407,713	100.00%
REVENUES:									
Interest	1,000	1,000	1,000	3,476	347.60%	2,885	288.50%	49,381	308.63%
Transfer In From General Fund	2,775,000	2,775,000	2,775,000	2,098,100	75.61%	2,184,193	82.13%	2,748,923	100.00%
TOTAL REVENUES	2,776,000	2,776,000	2,776,000	2,101,576	75.71%	2,187,078	82.21%	2,798,304	101.21%
TOTAL REVENUES AND FUND BALANCE	\$ 2,776,000	8,961,404	8,961,404	8,286,980	92.47%	8,612,069	94.79%	9,206,017	100.36%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	525,000	1,384,537	1,909,537	362,640	18.99%	374,500	18.77%	894,351	53.51%
Capital Outlay	2,050,000	7,375,867	6,850,867	3,448,403	50.34%	1,382,607	19.87%	1,942,242	42.25%
Sub-Total	2,575,000	8,760,404	8,760,404	3,811,043	43.50%	1,757,107	19.62%	2,836,593	44.68%
Allocated Overhead/(Cost Recovery)									
General Fund	201,000	201,000	201,000	100,500	50.00%	65,100	50.00%	201,300	100.00%
TOTAL EXPENDITURES	\$ 2,776,000	8,961,404	8,961,404	3,911,543	43.65%	1,822,207	20.06%	3,037,893	45.89%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 2,113,700	3,542,613	3,542,613	3,542,613	100.00%	967,805	100.00%	967,805	100.00%
REVENUES:									
GAS									
Residential User Fees	23,281,700	23,281,700	23,281,700	14,503,687	62.30%	10,817,040	46.60%	19,529,462	93.70%
Commercial User Fees	12,992,300	12,992,300	12,992,300	6,959,210	53.56%	6,240,689	48.35%	12,512,353	94.63%
Municipal User Fees	302,200	302,200	302,200	189,240	62.62%	151,347	50.42%	285,801	96.00%
Interruptible User Fees	4,038,800	4,038,800	4,038,800	1,604,961	39.74%	1,417,444	35.33%	3,113,553	58.88%
Transportation User Fees	5,402,000	5,402,000	5,402,000	3,143,563	58.19%	2,911,680	54.26%	6,081,666	154.53%
Compressed Natural Gas	635,300	635,300	635,300	447,363	70.42%	440,493	50.52%	907,937	100.03%
Gas Piping Fees	0	0	0	0	----	46,028	23.01%	61,824	100.04%
Miscellaneous Charges	552,800	552,800	552,800	227,977	41.24%	194,084	28.54%	423,305	99.79%
New Accounts/Turn-on Fees	597,400	597,400	597,400	317,178	53.09%	285,658	47.61%	550,625	102.18%
Interest Income	100,000	100,000	100,000	36,313	36.31%	39,227	179.94%	220,828	245.09%
Infrastructure Cost Recovery	3,742,200	3,742,200	3,742,200	2,343,245	62.62%	1,127,152	51.82%	1,848,457	101.51%
Cookbooks	0	0	0	1,838	----	2,725	----	2,725	100.93%
Sale of Asset	0	0	0	28,595	----	18,201	----	31,905	100.02%
Rebates	0	0	0	50,026	----	35,992	5.74%	555,301	88.55%
TOTAL REVENUES	<u>51,644,700</u>	<u>51,644,700</u>	<u>51,644,700</u>	<u>29,853,196</u>	57.80%	<u>23,727,760</u>	46.55%	<u>46,125,742</u>	95.91%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 53,758,400</u>	<u>55,187,313</u>	<u>55,187,313</u>	<u>33,395,809</u>	60.51%	<u>24,695,565</u>	47.55%	<u>47,093,547</u>	95.99%
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personal Services	\$ 7,258,000	7,258,000	7,256,350	3,294,776	45.41%	2,842,326	45.40%	6,748,499	96.41%
City Sponsored Pensions	1,439,700	1,439,700	1,441,350	1,440,503	99.94%	1,341,278	99.86%	1,578,325	99.92%
Sub-Total	<u>8,697,700</u>	<u>8,697,700</u>	<u>8,697,700</u>	<u>4,735,279</u>	54.44%	<u>4,183,604</u>	55.02%	<u>8,326,824</u>	97.05%
Operating Expenses	31,704,400	32,962,325	32,962,325	14,541,864	44.12%	15,250,090	50.02%	25,131,992	95.97%
Capital Outlay	1,246,800	1,417,788	1,417,788	1,063,242	74.99%	660,516	31.19%	731,768	92.48%
Sub-Total	<u>41,648,900</u>	<u>43,077,813</u>	<u>43,077,813</u>	<u>20,340,385</u>	47.22%	<u>20,094,210</u>	49.98%	<u>34,190,584</u>	96.11%
TRANSFERS OUT									
General Fund	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>4,000,000</u>	50.00%	<u>4,000,000</u>	50.00%	<u>8,000,000</u>	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>4,000,000</u>	50.00%	<u>4,000,000</u>	50.00%	<u>8,000,000</u>	100.00%
Allocated Overhead/(Cost Recovery)	<u>1,250,400</u>	<u>1,250,400</u>	<u>1,250,400</u>	<u>625,200</u>	50.00%	<u>598,300</u>	50.00%	<u>1,249,200</u>	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	334,100	334,100	334,100	175,286	52.47%	67,580	17.70%	371,886	97.40%
Principal	2,525,000	2,525,000	2,525,000	2,525,000	100.00%	2,155,000	100.00%	2,155,000	100.00%
Sub-Total	2,859,100	2,859,100	2,859,100	2,700,286	94.45%	2,222,580	87.61%	2,526,886	99.61%
TOTAL GAS OPERATIONS EXPENSES	\$ 53,758,400	55,187,313	55,187,313	27,665,871	50.13%	26,915,090	51.82%	45,966,670	97.02%
GAS CONSTRUCTION:									
APPROPRIATED FUND BALANCE	\$ 0	9,137,310	9,137,310	9,137,310	100.00%	9,414,110	100.00%	14,096,785	100.00%
EXPENSES:									
GAS CONSTRUCTION NOTE									
Personal Services	0	301,111	301,111	68,138	22.63%	454,034	40.93%	121,247	28.71%
City Sponsored Pensions	0	89	89	27	30.34%	236,211	99.88%	12	12.00%
Sub-Total	0	301,200	301,200	68,165	22.63%	690,245	51.29%	121,259	28.70%
Operating Expenses	0	8,640,393	8,649,163	6,624,688	76.59%	6,445,387	83.00%	4,739,335	90.32%
Capital Outlay	0	195,717	186,947	185,147	99.04%	301,190	99.40%	98,883	89.70%
Sub-Total	0	9,137,310	9,137,310	6,878,000	75.27%	7,436,822	79.00%	4,959,477	88.46%
TOTAL GAS CONSTRUCTION NOTE EXPENSES	\$ 0	9,137,310	9,137,310	6,878,000	75.27%	7,436,822	79.00%	4,959,477	88.46%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 53,758,400	64,324,623	64,324,623	42,533,119	66.12%	34,109,675	55.59%	61,190,332	96.89%
TOTAL EXPENSES	\$ 53,758,400	64,324,623	64,324,623	34,543,871	53.70%	34,351,912	55.99%	50,926,147	95.11%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 330,500	1,111,020	1,111,020	1,111,020	100.00%	1,270,550	100.00%	699,930	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,232,400	4,232,400	4,232,400	2,186,600	51.66%	2,021,654	50.56%	4,154,503	100.08%
Bulk Item Collection Charges	120,000	120,000	120,000	55,555	46.30%	62,524	48.10%	129,154	98.97%
Business Refuse Container Charges	150,000	150,000	150,000	67,445	44.96%	66,584	42.71%	134,319	99.94%
Fuel Surcharge	400,000	400,000	400,000	142,800	35.70%	114,155	22.83%	239,291	99.95%
County Landfill	1,200,500	1,200,500	1,200,500	559,300	46.59%	555,089	50.79%	1,115,033	99.96%
Equipment Surcharge	229,500	229,500	229,500	119,000	51.85%	0	----	79,704	99.88%
New Accounts/Transfer Fees	89,000	89,000	89,000	39,640	44.54%	43,460	51.13%	87,500	101.86%
Miscellaneous	45,000	45,000	45,000	28,669	63.71%	49,809	996.18%	443,434	99.85%
Interest Income	7,500	7,500	7,500	767	10.23%	592	----	17,200	573.33%
Sale of Assets	5,000	5,000	5,000	71	1.42%	22,325	446.50%	31,920	100.00%
SUB-TOTAL SANITATION REVENUES	6,478,900	6,478,900	6,478,900	3,199,847	49.39%	2,936,192	49.16%	6,432,058	100.26%
CODE ENFORCEMENT									
Franchise Fees	1,170,000	1,170,000	1,170,000	316,194	27.03%	307,741	25.86%	1,230,759	98.00%
Lot Cleaning (FY Cash Balance) *	65,200	65,200	65,200	31,720	48.65%	39,282	52.38%	78,142	71.76%
Code Enforcement Violations	100,300	100,300	100,300	50,939	50.79%	60,329	86.18%	110,989	99.90%
Sub-Total	1,335,500	1,335,500	1,335,500	398,853	29.87%	407,352	30.51%	1,419,890	96.21%
Zoning/Housing Code Enforcement	4,000	4,000	4,000	974	24.35%	787	5.25%	2,138	125.76%
Sub-Total	4,000	4,000	4,000	974	24.35%	787	5.25%	2,138	125.76%
SUB-TOTAL CODE ENFORCEMENT REVENUES	1,339,500	1,339,500	1,339,500	399,827	29.85%	408,139	30.23%	1,422,028	96.24%
SUB-TOTAL REVENUES	7,818,400	7,818,400	7,818,400	3,599,674	46.04%	3,344,331	45.67%	7,854,086	99.50%
TOTAL REVENUES AND FUND BALANCE	\$ 8,148,900	8,929,420	8,929,420	4,710,694	52.75%	4,614,881	53.70%	8,554,016	99.54%

* Actual billings are \$41,995 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personal Services	\$ 2,059,900	2,059,900	2,059,300	970,228	47.11%	944,253	47.07%	1,972,421	95.54%
City Sponsored Pensions	417,500	417,500	418,100	417,705	99.91%	447,906	99.95%	448,027	99.94%
Sub-Total	<u>2,477,400</u>	<u>2,477,400</u>	<u>2,477,400</u>	<u>1,387,933</u>	56.02%	<u>1,392,159</u>	56.73%	<u>2,420,448</u>	96.33%
Operating Expenses	3,149,200	3,166,067	3,166,067	1,341,420	42.37%	1,507,202	46.40%	3,026,352	95.44%
Capital Outlay	560,000	1,323,653	1,323,653	763,653	57.69%	763,653	84.85%	0	0.00%
Capital Accumulation (Principal & Interest)	0	0	0	0	----	0	0.00%	81,460	95.72%
Allocated Overhead/(Cost Recovery)	395,900	395,900	395,900	197,950	50.00%	189,700	50.00%	397,700	100.00%
Sub-Total	<u>6,582,500</u>	<u>7,363,020</u>	<u>7,363,020</u>	<u>3,690,956</u>	50.13%	<u>3,852,714</u>	54.52%	<u>5,925,960</u>	83.86%
DEBT SERVICE									
Interest	15,300	15,300	15,300	7,159	46.79%	8,504	54.17%	15,664	99.77%
Principal	211,600	211,600	211,600	131,300	62.05%	128,700	100.00%	128,700	100.00%
Sub-Total	<u>226,900</u>	<u>226,900</u>	<u>226,900</u>	<u>138,459</u>	61.02%	<u>137,204</u>	95.02%	<u>144,364</u>	99.98%
SUB-TOTAL SANITATION O & M	<u>6,809,400</u>	<u>7,589,920</u>	<u>7,589,920</u>	<u>3,829,415</u>	50.45%	<u>3,989,918</u>	55.33%	<u>6,070,324</u>	84.18%
CODE ENFORCEMENT PROGRAM									
Personal Services	584,400	584,400	584,100	264,546	45.29%	266,681	43.68%	564,778	92.71%
City Sponsored Pensions	242,600	242,600	242,900	242,761	99.94%	260,650	99.94%	260,818	99.93%
Sub-Total	<u>827,000</u>	<u>827,000</u>	<u>827,000</u>	<u>507,307</u>	61.34%	<u>527,331</u>	60.52%	<u>825,596</u>	94.87%
Operating Expenses	252,900	252,900	252,900	130,345	51.54%	134,969	50.78%	227,486	84.96%
Capital Outlay	55,000	55,000	55,000	51,429	93.51%	49,823	90.59%	49,823	90.59%
Allocated Overhead/(Cost Recovery)	100,900	100,900	100,900	50,450	50.00%	44,300	50.00%	101,000	100.00%
Sub-Total	<u>1,235,800</u>	<u>1,235,800</u>	<u>1,235,800</u>	<u>739,531</u>	59.84%	<u>756,423</u>	59.06%	<u>1,203,905</u>	93.04%
CODE ENFORCEMENT ZONING/HOUSING									
Personal Services	55,200	55,200	55,150	27,021	49.00%	26,392	49.06%	54,351	97.08%
City Sponsored Pensions	29,100	29,100	29,150	29,122	99.90%	32,121	99.75%	32,145	99.95%
Sub-Total	<u>84,300</u>	<u>84,300</u>	<u>84,300</u>	<u>56,143</u>	66.60%	<u>58,513</u>	68.04%	<u>86,496</u>	98.13%
Operating Expenses	19,400	19,400	19,400	6,533	33.68%	7,345	48.97%	0	---
Sub-Total	<u>103,700</u>	<u>103,700</u>	<u>103,700</u>	<u>62,676</u>	60.44%	<u>65,858</u>	65.21%	<u>86,496</u>	98.13%
SUB-TOTAL CODE ENFORCEMENT	<u>1,339,500</u>	<u>1,339,500</u>	<u>1,339,500</u>	<u>802,207</u>	59.89%	<u>822,281</u>	59.51%	<u>1,290,401</u>	93.37%
TOTAL EXPENSES SANITATION OPERATIONS	<u>\$ 8,148,900</u>	<u>8,929,420</u>	<u>8,929,420</u>	<u>4,631,622</u>	51.87%	<u>4,812,199</u>	56.00%	<u>7,360,725</u>	85.66%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 8,148,900</u>	<u>8,929,420</u>	<u>8,929,420</u>	<u>4,710,694</u>	52.75%	<u>4,614,881</u>	53.70%	<u>8,554,016</u>	99.54%
TOTAL EXPENSES	<u>\$ 8,148,900</u>	<u>8,929,420</u>	<u>8,929,420</u>	<u>4,631,622</u>	51.87%	<u>4,812,199</u>	56.00%	<u>7,360,725</u>	85.66%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 150,000	241,938	241,938	241,938	100.00%	833,571	100.00%	833,571	100.00%
REVENUES:									
PORT									
Handling	45,100	45,100	45,100	11,085	24.58%	13,963	39.89%	32,925	102.89%
Wharfage	280,400	280,400	280,400	122,062	43.53%	154,964	42.83%	335,539	111.14%
Storage	125,800	125,800	125,800	43,159	34.31%	14,343	7.89%	66,266	118.12%
Dockage	465,000	465,000	465,000	33,050	7.11%	60,357	10.97%	128,284	91.63%
Water Sales	6,000	6,000	6,000	660	11.00%	506	2.98%	1,566	97.88%
Property Rental	483,800	483,800	483,800	256,468	53.01%	332,325	50.81%	491,287	100.00%
Stevedore Fees	30,500	30,500	30,500	5,842	19.15%	10,502	26.86%	24,386	97.16%
Harbor	27,400	27,400	27,400	7,221	26.35%	6,550	21.83%	15,150	99.67%
Security Fees	63,200	63,200	63,200	7,377	11.67%	13,520	20.80%	32,019	97.03%
Interior Lighting	15,000	15,000	15,000	7,834	52.23%	7,842	15.68%	17,858	99.77%
Miscellaneous/Billed	15,000	15,000	15,000	12,122	80.81%	5,510	36.73%	29,740	100.81%
Sale of Asset	0	0	0	0	----	1,045	----	1,045	100.00%
Miscellaneous/Non-Billed	0	0	0	0	----	160	----	160	100.00%
Cedar Street Lease/Parking Lot	70,700	70,700	70,700	38,360	54.26%	38,360	54.26%	65,760	100.00%
Interest Income	0	0	0	(288)	----	104	----	(94)	-13.43%
TOTAL REVENUES	1,627,900	1,627,900	1,627,900	544,952	33.48%	660,051	31.89%	1,241,891	102.53%
TOTAL REVENUES AND FUND BALANCE	\$ 1,777,900	1,869,838	1,869,838	786,890	42.08%	1,493,622	51.45%	2,075,462	101.50%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personal Services	\$ 717,400	717,400	717,012	340,164	47.44%	352,388	44.66%	749,353	98.49%
City Sponsored Pensions	113,200	113,200	113,588	113,276	99.73%	120,475	99.99%	120,556	100.02%
Sub-Total	830,600	830,600	830,600	453,440	54.59%	472,863	51.99%	869,909	98.70%
Operating Expenses	823,500	867,853	839,312	389,067	46.36%	531,332	53.01%	905,281	99.26%
Capital Outlay	0	47,585	76,126	76,125	100.00%	123,436	13.78%	62,410	88.73%
Sub-Total	1,654,100	1,746,038	1,746,038	918,632	52.61%	1,127,631	40.16%	1,837,600	98.32%
Allocated Overhead/(Cost Recovery)	123,800	123,800	123,800	61,900	50.00%	47,600	50.00%	125,700	100.00%
TOTAL EXPENSES	\$ 1,777,900	1,869,838	1,869,838	980,532	52.44%	1,175,231	40.48%	1,963,300	98.43%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 2,888,900	5,634,297	5,634,297	5,634,297	100.00%	2,816,098	100.00%	915,598	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	215,000	215,000	215,000	252,221	117.31%	181,010	90.51%	358,996	99.75%
Air Carrier Landing Fees	2,700,000	2,700,000	2,700,000	316,909	11.74%	1,050,024	36.06%	2,303,756	101.02%
Cargo Landing Fees	0	0	0	43,819	----	0	----	0	---
Apron Area Rental	520,000	520,000	520,000	406,858	78.24%	298,613	57.43%	611,106	101.13%
Cargo Apron Area Rental	0	0	0	44,648	----	0	----	0	---
Baggage Handling System	0	0	0	631,370	----	0	----	0	---
Ron Ramp	0	0	0	888	----	0	----	0	---
Airline Rentals	2,500,000	2,500,000	2,500,000	1,315,378	52.62%	1,453,153	58.13%	2,845,424	96.89%
SUBTOTAL AIRLINE REVENUES	5,935,000	5,935,000	5,935,000	3,012,091	50.75%	2,982,800	48.64%	6,119,282	99.00%
NON-AIRLINE REVENUES									
U.S.Government - FASCO	80,000	80,000	80,000	56,000	70.00%	124,001	155.00%	248,002	100.00%
Rental Cars	3,400,000	3,400,000	3,400,000	1,632,406	48.01%	1,526,221	44.89%	3,618,853	100.00%
Rental Car Customer Facility Charge (Garage)	917,000	917,000	917,000	400,782	43.71%	322,580	35.38%	907,177	110.15%
CFC - Rental Car Svc Facility	2,177,000	2,177,000	2,177,000	1,034,726	47.53%	923,734	45.06%	2,597,824	97.94%
Rental Car Service Facility Rent	230,000	230,000	230,000	119,714	52.05%	111,133	48.32%	224,479	90.04%
Fixed Base Operators	157,000	157,000	157,000	105,447	67.16%	89,089	57.48%	199,091	100.55%
Restaurant and Lounge	500,000	500,000	500,000	293,156	58.63%	257,396	56.82%	570,812	95.18%
Advertising	90,000	90,000	90,000	59,314	65.90%	46,175	51.31%	102,762	95.95%
Hangar Rentals	240,000	240,000	240,000	97,956	40.82%	94,264	69.83%	163,417	99.04%
Airport & 12th	297,000	297,000	297,000	99,340	33.45%	61,558	48.09%	165,850	108.40%
Parking Lot	5,200,000	5,200,000	5,200,000	2,870,599	55.20%	2,705,712	52.79%	5,646,975	99.58%
Gift Shop	250,000	250,000	250,000	127,704	51.08%	116,938	38.98%	289,017	98.64%
Taxi Permits	110,000	110,000	110,000	52,307	47.55%	15,613	14.19%	93,448	77.29%
LEO/TSA Security	100,000	100,000	100,000	54,600	54.60%	45,300	41.18%	109,500	99.91%
Commercial Property Rentals	300,000	300,000	300,000	157,740	52.58%	152,968	43.71%	298,481	100.57%
GSA/TSA Term Rent	280,000	280,000	280,000	105,207	37.57%	143,390	51.21%	280,416	97.57%
Miscellaneous	50,000	50,000	50,000	105,835	211.67%	60,310	172.31%	135,013	113.27%
Interest Income	20,000	20,000	20,000	8,862	44.31%	14,670	73.35%	239,016	236.88%
SUB-TOTAL NON-AIRLINE REVENUES	14,398,000	14,398,000	14,398,000	7,381,695	51.27%	6,811,052	48.78%	15,890,133	100.48%
TOTAL OPERATING REVENUES	20,333,000	20,333,000	20,333,000	10,393,786	51.12%	9,793,852	48.74%	22,009,415	100.06%
TOTAL REVENUES AND FUND BALANCE	\$ 23,221,900	25,967,297	25,967,297	16,028,083	61.72%	12,609,950	55.04%	22,925,013	100.06%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personal Services	\$ 3,664,500	3,689,400	3,681,918	1,596,109	43.35%	1,659,827	46.22%	3,356,880	93.05%
City Sponsored Pensions	716,200	716,200	723,682	723,388	99.96%	768,606	99.98%	771,904	100.39%
Sub-Total	<u>4,380,700</u>	<u>4,405,600</u>	<u>4,405,600</u>	<u>2,319,497</u>	52.65%	<u>2,428,433</u>	55.70%	<u>4,128,784</u>	94.34%
Operating Expenses	11,889,200	13,957,705	13,398,985	5,263,797	39.29%	4,633,742	41.44%	7,825,954	76.35%
Capital Outlay	867,800	1,519,792	2,078,512	1,655,950	79.67%	726,628	51.28%	584,045	49.12%
Sub-Total	<u>17,137,700</u>	<u>19,883,097</u>	<u>19,883,097</u>	<u>9,239,244</u>	46.47%	<u>7,788,803</u>	45.93%	<u>12,538,783</u>	78.22%
DEBT SERVICE GARB									
Interest	1,178,400	1,178,400	1,178,400	361,862	30.71%	471,247	42.83%	881,117	80.07%
Principal	2,893,800	2,893,800	2,893,800	2,315,000	80.00%	2,275,000	80.00%	2,275,000	80.00%
Sub-Total	<u>4,072,200</u>	<u>4,072,200</u>	<u>4,072,200</u>	<u>2,676,862</u>	65.74%	<u>2,746,247</u>	69.63%	<u>3,156,117</u>	80.02%
DEBT SERVICE CFC									
Interest	488,900	488,900	488,900	93,343	19.09%	60,699	12.42%	146,197	29.91%
Principal	952,500	952,500	952,500	0	0.00%	0	0.00%	0	0.00%
Sub-Total	<u>1,441,400</u>	<u>1,441,400</u>	<u>1,441,400</u>	<u>93,343</u>	6.48%	<u>60,699</u>	4.30%	<u>146,197</u>	10.36%
Allocated Overhead/(Cost Recovery)									
General Fund	570,600	570,600	570,600	285,300	50.00%	297,850	50.00%	585,300	100.00%
TOTAL OPERATING EXPENSES	<u>\$ 23,221,900</u>	<u>25,967,297</u>	<u>25,967,297</u>	<u>12,294,749</u>	47.35%	<u>10,893,599</u>	47.55%	<u>16,426,397</u>	74.90%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	1,121,100	100.00%
REVENUES:									
Service Fees	1,441,600	1,641,600	1,641,600	637,473	38.83%	861,984	58.78%	1,313,188	89.55%
TOTAL REVENUES	1,441,600	1,641,600	1,641,600	637,473	38.83%	861,984	58.78%	1,313,188	89.55%
TOTAL REVENUES AND FUND BALANCE	\$ 1,441,600	1,641,600	1,641,600	637,473	38.83%	861,984	58.78%	2,434,288	94.08%
EXPENSES:									
RISK MANAGEMENT									
Personal Services	\$ 543,900	543,900	543,865	327,774	60.27%	352,949	65.91%	477,203	96.31%
City Sponsored Pensions	54,800	54,800	54,855	54,829	99.95%	59,928	99.88%	59,959	99.93%
Sub-Total	598,700	598,700	598,720	382,603	63.90%	412,877	69.33%	537,162	96.70%
Operating Expenses	711,200	911,200	911,180	189,127	20.76%	350,293	50.49%	617,911	84.21%
Sub-Total	1,309,900	1,509,900	1,509,900	571,730	37.87%	763,170	59.19%	1,155,073	89.59%
CITY CLINIC									
Personal Services	73,400	73,400	73,337	31,073	42.37%	57,383	48.80%	102,508	87.21%
City Sponsored Pensions	24,900	24,900	24,963	24,926	99.85%	27,825	99.99%	27,852	99.99%
Sub-Total	98,300	98,300	98,300	55,999	56.97%	85,208	58.60%	130,360	89.66%
Operating Expenses	33,400	33,400	33,400	9,744	29.17%	13,606	42.79%	27,755	87.28%
Sub-Total	131,700	131,700	131,700	65,743	49.92%	98,814	55.76%	158,115	89.23%
TRANSFER OUT									
Transfer Out to Eastside TIF	0	0	0	0	----	0	----	500,000	100.00%
Transfer Out to CMP Mgt Svcs	0	0	0	0	----	0	----	621,082	100.00%
Sub-Total	0	0	0	0	----	0	----	1,121,082	100.00%
TOTAL EXPENSES	\$ 1,441,600	1,641,600	1,641,600	637,473	38.83%	861,984	58.78%	2,434,270	94.07%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	200,000	100.00%
REVENUES:									
Service Fees									
Mail Room	84,500	84,500	84,500	48,518	57.42%	49,115	59.25%	91,585	90.54%
Technology Resources	2,520,400	2,688,356	2,688,356	1,450,642	53.96%	1,539,737	53.98%	2,472,799	87.25%
Engineering	767,000	767,000	767,000	342,829	44.70%	371,417	46.75%	579,773	72.98%
Central Garage	1,584,300	1,709,300	1,709,300	923,443	54.02%	800,679	54.52%	1,416,112	96.42%
TOTAL REVENUES	4,956,200	5,249,156	5,249,156	2,765,432	52.68%	2,760,948	53.11%	4,560,269	87.73%
TOTAL REVENUES AND FUND BALANCE	\$ 4,956,200	5,249,156	5,249,156	2,765,432	52.68%	2,760,948	53.11%	4,760,269	88.18%
EXPENSES:									
MAIL ROOM									
Personal Services	\$ 43,600	43,600	43,600	19,841	45.51%	17,972	42.29%	38,857	91.43%
City Sponsored Pensions	19,600	19,600	19,600	19,600	100.00%	21,600	100.00%	21,600	100.00%
Sub-Total	63,200	63,200	63,200	39,441	62.41%	39,572	61.73%	60,457	94.32%
Operating Expenses	21,300	21,300	21,300	9,077	42.62%	9,543	50.76%	15,165	80.66%
Capital Outlay	0	0	0	0	----	0	----	18,256	100.00%
Sub-Total Mail Room	84,500	84,500	84,500	48,518	57.42%	49,115	59.25%	93,878	92.81%
TECHNOLOGY RESOURCES									
Personal Services	990,400	990,400	990,400	482,761	48.74%	457,271	46.08%	949,477	95.76%
City Sponsored Pensions	197,300	197,300	197,570	197,356	99.89%	216,754	99.98%	216,812	100.00%
Sub-Total	1,187,700	1,187,700	1,187,970	680,117	57.25%	674,025	55.75%	1,166,289	96.52%
Operating Expenses	1,116,500	1,191,148	1,190,878	648,211	54.43%	744,575	62.71%	982,487	83.86%
Capital Outlay	216,200	309,508	309,508	122,314	39.52%	79,456	35.16%	109,015	52.48%
Sub-Total	2,520,400	2,688,356	2,688,356	1,450,642	53.96%	1,498,056	57.12%	2,257,791	87.23%
TRANSFER OUT									
Local Option Sales Tax	0	0	0	0	----	0	0.00%	188,014	99.95%
General Stock Fund	0	0	0	0	----	0	----	200,000	100.00%
Sub-Total	0	0	0	0	----	0	0.00%	388,014	99.98%
DEBT SERVICE									
Interest	0	0	0	0	----	1,667	98.06%	1,682	99.76%
Principal	0	0	0	0	----	40,014	100.04%	39,999	99.96%
Sub-Total	0	0	0	0	----	41,681	99.95%	41,681	99.95%
Sub-Total Technology Resources	2,520,400	2,688,356	2,688,356	1,450,642	53.96%	1,539,737	53.98%	2,687,486	89.04%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Six Months Ended March 31, 2018
(Unaudited)**

	FY 2018					FY 2017			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 3/18	% OF BUDGET 3/18	ACTUAL 3/17	% OF BUDGET 3/17	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
ENGINEERING									
Personal Services	543,000	543,000	542,920	191,069	35.19%	186,263	35.27%	378,141	82.72%
City Sponsored Pensions	87,200	87,200	87,280	87,243	99.96%	105,041	99.97%	105,088	100.01%
Sub-Total	630,200	630,200	630,200	278,312	44.16%	291,304	46.01%	483,229	85.95%
Operating Expenses	136,800	136,800	136,800	64,517	47.16%	52,342	42.83%	166,914	86.39%
Capital Outlay	0	0	0	0	---	27,771	71.21%	27,771	71.21%
Sub-Total Engineering	767,000	767,000	767,000	342,829	44.70%	371,417	46.75%	677,914	85.34%
CENTRAL GARAGE									
Personal Services	931,300	956,300	938,390	432,499	46.09%	419,893	45.63%	848,103	94.91%
City Sponsored Pensions	201,600	201,600	201,800	201,719	99.96%	216,242	99.97%	216,380	99.94%
Sub-Total	1,132,900	1,157,900	1,140,190	634,218	55.62%	636,135	55.97%	1,064,483	95.89%
Operating Expenses	281,400	381,400	399,110	255,925	64.12%	127,413	43.81%	247,338	79.87%
Capital Outlay	170,000	170,000	170,000	33,300	19.59%	37,131	89.91%	13,662	27.92%
Sub-Total Central Garage	1,584,300	1,709,300	1,709,300	923,443	54.02%	800,679	54.52%	1,325,483	90.25%
TOTAL EXPENSES	\$ 4,956,200	5,249,156	5,249,156	2,765,432	52.68%	2,760,948	53.11%	4,784,761	88.89%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 3/18	% OF BUDGET 3/18
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 773,300	835,300	837,300	2,000	421,923	50.39%
Airport Administration	3,405,200	3,409,584	3,409,584	-	1,774,246	52.04%
Maintenance	11,685,200	14,364,213	14,362,213	(2,000)	6,300,719	43.87%
Operations	894,700	894,700	894,700	-	492,400	55.04%
Security	949,900	949,900	949,900	-	535,256	56.35%
Sub-total	<u>17,708,300</u>	<u>20,453,697</u>	<u>20,453,697</u>	<u>-</u>	<u>9,524,544</u>	46.57%
CITY CLERK						
Administration of Legal Documents	36,400	36,400	36,100	(300)	25,962	71.92%
City Elections/Appointments	25,700	25,700	25,700	-	12,392	48.22%
City Council Meetings Preparation	68,500	68,500	68,800	300	33,047	48.03%
Sub-total	<u>130,600</u>	<u>130,600</u>	<u>130,600</u>	<u>-</u>	<u>71,401</u>	54.67%
CITY COUNCIL						
Audit	99,700	196,300	196,300	-	96,600	49.21%
City Council Support	288,400	301,800	301,800	-	78,825	26.12%
Office of the City Council	319,000	403,459	406,459	3,000	113,605	27.95%
Sub-total	<u>707,100</u>	<u>901,559</u>	<u>904,559</u>	<u>3,000</u>	<u>289,030</u>	31.95%
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	248,900	508,826	633,526	124,700	127,202	20.08%
Community Policing	100,000	100,000	100,000	-	59,629	59.63%
Enlivening Public Spaces	30,000	30,000	-	(30,000)	-	----
Non-Capital Projects and Activities	336,600	1,395,501	1,268,501	(127,000)	1,158,601	91.34%
Redevelopment Plan Implementation	437,300	753,793	786,093	32,300	334,949	42.61%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	30,600	645,363	645,363	-	26,095	4.04%
Westside Redevelopment Area Plan Implementation	32,100	150,492	150,492	-	26,908	17.88%
Sub-total	<u>2,515,500</u>	<u>4,883,975</u>	<u>4,883,975</u>	<u>-</u>	<u>3,033,384</u>	62.11%
FINANCIAL SERVICES						
Accounting	385,200	385,200	413,100	27,900	246,257	59.61%
Budget	52,000	52,000	50,600	(1,400)	36,407	71.95%
Contract & Lease Services	91,700	91,700	92,100	400	44,611	48.44%
Payroll	194,900	194,900	184,200	(10,700)	112,432	61.04%
Purchasing	87,600	127,679	111,479	(16,200)	66,233	59.41%
Sub-total	<u>811,400</u>	<u>851,479</u>	<u>851,479</u>	<u>-</u>	<u>505,940</u>	59.42%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,309,900	1,509,900	1,509,900	-	571,730	37.87%
Sub-total	<u>1,309,900</u>	<u>1,509,900</u>	<u>1,509,900</u>	<u>-</u>	<u>571,730</u>	37.87%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 3/18	% OF BUDGET 3/18
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	84,500	84,500	84,500	-	48,518	57.42%
Sub-total	84,500	84,500	84,500	-	48,518	57.42%
FINANCIAL SERVICES - TECHNOLOGY RESOURCES						
Information Management	998,300	1,110,956	1,108,526	(2,430)	517,239	46.66%
Network/System Management	1,085,200	1,140,500	1,144,090	3,590	697,450	60.96%
Public Safety	235,500	235,500	236,170	670	131,367	55.62%
Technology Resources Administration	201,400	201,400	199,570	(1,830)	104,586	52.41%
Sub-total	2,520,400	2,688,356	2,688,356	-	1,450,642	53.96%
FIRE						
Administrative Support	404,100	404,700	431,700	27,000	210,019	48.65%
City Emergency Management	11,500	11,500	11,600	100	5,566	47.98%
Emergency Operations - Fire Suppression	7,303,100	7,439,200	7,473,200	34,000	4,286,458	57.36%
Emergency Operations - Rescue	430,700	438,600	391,000	(47,600)	225,464	57.66%
Facilities and Apparatus Management	843,800	888,800	887,400	(1,400)	424,216	47.80%
Fire Cadet	187,000	187,000	181,700	(5,300)	89,588	49.31%
Fire Code Enforcement	222,000	226,500	224,500	(2,000)	136,599	60.85%
Marine Operations	42,700	56,903	56,903	-	32,922	57.86%
Technical Support to City	11,500	11,500	11,600	100	5,566	47.98%
Training	143,900	147,300	142,400	(4,900)	87,028	61.12%
Sub-total	9,600,300	9,812,003	9,812,003	-	5,503,426	56.09%
HOUSING						
HOME Program	133,700	285,069	285,069	-	155,409	54.52%
SHIP Program	74,500	120,908	120,908	-	42,133	34.85%
Sub-total	208,200	405,977	405,977	-	197,542	48.66%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	350,900	351,188	351,188	-	105,335	29.99%
Housing Rehabilitation	508,500	650,563	650,563	-	251,773	38.70%
Sub-total	859,400	1,001,751	1,001,751	-	357,108	35.65%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	17,841,600	17,908,404	17,908,404	-	8,674,895	48.44%
Sub-total	17,841,600	17,908,404	17,908,404	-	8,674,895	48.44%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 3/18	% OF BUDGET 3/18
HUMAN RESOURCES						
Human Resources Administration	375,200	375,200	375,200	-	229,415	61.14%
Recruiting & Training	123,300	123,300	123,300	-	60,413	49.00%
Sub-total	<u>498,500</u>	<u>498,500</u>	<u>498,500</u>	<u>-</u>	<u>289,828</u>	58.14%
HUMAN RESOURCES - CLINIC						
Clinic	131,700	131,700	131,700	-	65,743	49.92%
Sub-total	<u>131,700</u>	<u>131,700</u>	<u>131,700</u>	<u>-</u>	<u>65,743</u>	49.92%
INSPECTION SERVICES						
Inspection Services	1,318,400	1,318,400	1,318,400	-	713,031	54.08%
Plan Review and Permitting	88,700	88,700	88,700	-	51,374	57.92%
Sub-total	<u>1,407,100</u>	<u>1,407,100</u>	<u>1,407,100</u>	<u>-</u>	<u>764,405</u>	54.32%
LEGAL						
Client Legal Advisory Services	140,000	140,000	102,900	(37,100)	71,761	69.74%
Legal Management and Operations Services	215,400	215,400	216,200	800	72,459	33.51%
Public Records Law Compliance and Process Services	5,800	5,800	42,100	36,300	18,470	43.87%
Sub-total	<u>361,200</u>	<u>361,200</u>	<u>361,200</u>	<u>-</u>	<u>162,690</u>	45.04%
MAYOR						
City Administrator/Cabinet	422,100	443,100	473,400	30,300	274,263	57.93%
Communications	125,000	125,000	125,000	-	45,478	36.38%
Constituent Services	157,500	157,500	127,200	(30,300)	60,671	47.70%
Office of the Mayor	119,600	119,600	119,600	-	30,517	25.52%
Sub-total	<u>824,200</u>	<u>845,200</u>	<u>845,200</u>	<u>-</u>	<u>410,929</u>	48.62%
NON-DEPARTMENTAL FUNDING						
Agency Funding	3,014,800	3,377,921	3,374,921	(3,000)	2,617,412	77.55%
Sub-total	<u>3,014,800</u>	<u>3,377,921</u>	<u>3,374,921</u>	<u>(3,000)</u>	<u>2,617,412</u>	77.55%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 3/18	% OF BUDGET 3/18
PARKS & RECREATION						
Aquatics	243,600	243,600	243,600	-	52,625	21.60%
Athletic Field Maintenance	370,200	377,150	366,574	(10,576)	212,960	58.09%
Athletics	442,600	446,100	446,531	431	227,814	51.02%
Office of the Director (Administration)	829,000	829,000	838,200	9,200	372,161	44.40%
Park Administration & Maintenance	2,376,900	2,582,650	2,583,295	645	1,413,783	54.73%
Recreation/Resource Center Administration	753,200	753,200	754,136	936	350,970	46.54%
Resource Center	907,500	907,500	908,439	939	374,386	41.21%
Senior Center	190,400	190,400	188,975	(1,425)	97,454	51.57%
Volunteer & Outdoor Pursuits	66,400	66,400	66,250	(150)	1,823	2.75%
Sub-total	<u>6,179,800</u>	<u>6,396,000</u>	<u>6,396,000</u>	<u>-</u>	<u>3,103,976</u>	<u>48.53%</u>
PARKS & RECREATION - GOLF						
Osceola Golf Course	777,100	781,554	781,554	-	383,147	49.02%
Sub-total	<u>777,100</u>	<u>781,554</u>	<u>781,554</u>	<u>-</u>	<u>383,147</u>	<u>49.02%</u>
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	312,200	312,200	312,200	-	134,411	43.05%
Sub-total	<u>312,200</u>	<u>312,200</u>	<u>312,200</u>	<u>-</u>	<u>134,411</u>	<u>43.05%</u>
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,181,900	1,440,172	1,440,172	-	517,995	35.97%
Sub-total	<u>1,181,900</u>	<u>1,440,172</u>	<u>1,440,172</u>	<u>-</u>	<u>517,995</u>	<u>35.97%</u>
PENSACOLA ENERGY						
Customer Service	1,008,300	1,010,084	1,014,784	4,700	538,089	53.02%
Gas Construction	4,422,300	4,648,566	4,690,266	41,700	2,192,144	46.74%
Gas Cost	18,228,800	18,228,800	18,228,800	-	9,570,162	52.50%
Gas Marketing	2,115,000	2,118,200	2,310,800	192,600	1,111,219	48.09%
Gas Operations	10,072,300	10,618,173	10,993,373	375,200	6,067,068	55.19%
Gas Renewal & Replacement	3,853,600	4,460,705	3,478,305	(982,400)	1,225,525	35.23%
Gas Training	298,200	298,200	339,300	41,100	154,786	45.62%
Infrastructure Replacement	2,900,800	2,945,485	3,272,585	327,100	106,592	3.26%
Sub-total	<u>42,899,300</u>	<u>44,328,213</u>	<u>44,328,213</u>	<u>-</u>	<u>20,965,585</u>	<u>47.30%</u>

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 3/18	% OF BUDGET 3/18
PLANNING SERVICES						
Business Licenses	42,000	42,000	42,500	500	27,245	64.11%
Neighborhood Planning	47,500	47,500	47,500	-	9,599	20.21%
Pensacola Neighborhood Challenge (PNC)	24,900	109,943	109,943	-	-	0.00%
Planning Services	725,000	725,000	724,500	(500)	348,190	48.06%
Sub-total	839,400	924,443	924,443	-	385,034	41.65%
POLICE						
Administration - Chief's Office	1,924,100	1,927,143	1,840,897	(86,246)	1,000,315	54.34%
Cadets	346,600	346,600	264,425	(82,175)	148,328	56.09%
Central Records	455,600	455,600	455,600	-	210,882	46.29%
Communications Center	1,627,400	1,627,400	1,629,400	2,000	870,847	53.45%
Community Oriented Policing Squad	1,136,500	1,156,500	1,123,574	(32,926)	648,977	57.76%
Crime Scene Investigation	729,000	729,000	723,895	(5,105)	464,992	64.23%
Criminal Intelligence Unit	85,300	85,300	89,458	4,158	50,236	56.16%
Criminal Investigation Unit	2,202,200	2,202,200	2,196,628	(5,572)	1,371,123	62.42%
Neighborhood Unit	564,300	564,300	787,014	222,714	382,202	48.56%
Property Management	367,400	478,495	475,495	(3,000)	290,591	61.11%
School Resource Office (SRO)	643,600	643,600	644,194	594	398,724	61.90%
Traffic	971,800	971,800	965,818	(5,982)	649,727	67.27%
Training/Personnel	677,300	677,300	677,498	198	413,148	60.98%
Uniform Patrol	9,625,300	9,792,400	9,787,445	(4,955)	5,905,452	60.34%
Vice & Narcotics	583,100	583,100	579,397	(3,703)	367,173	63.37%
Sub-total	21,939,500	22,240,738	22,240,738	-	13,172,717	59.23%
PORT						
Administration	340,100	384,453	434,395	49,942	264,239	60.83%
Business & Trade Development	208,600	208,600	168,823	(39,777)	92,614	54.86%
Operations & Maintenance	900,800	900,800	839,984	(60,816)	381,958	45.47%
Seaport Security	328,400	328,400	350,510	22,110	165,596	47.24%
Federal/State Matching Grant	-	47,585	76,126	28,541	76,125	100.00%
Sub-total	1,777,900	1,869,838	1,869,838	-	980,532	52.44%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2018
(Unaudited)**

PROGRAM	FY 2018					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2018 ACTUAL 3/18	% OF BUDGET 3/18
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	171,600	222,973	225,196	2,223	105,902	47.03%
City Facility Maintenance & Repair	1,274,400	1,483,757	1,482,720	(1,037)	749,243	50.53%
Daily Operations	260,000	261,494	260,831	(663)	111,953	42.92%
Resource Center Maintenance	166,600	220,279	219,161	(1,118)	63,108	28.80%
Street Daily Operation	680,000	681,494	681,426	(68)	307,649	45.15%
Traffic Signals & Street Lighting	1,386,400	1,444,685	1,444,781	96	712,855	49.34%
Traffic Striping	40,800	40,800	41,367	567	19,737	47.71%
Sub-total	<u>3,979,800</u>	<u>4,355,482</u>	<u>4,355,482</u>	<u>-</u>	<u>2,070,447</u>	<u>47.54%</u>
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,757,800	1,768,650	1,768,650	-	1,022,651	57.82%
Street Sweeping FDOT Roadways	45,400	45,400	46,753	1,353	29,613	63.34%
Street Sweeping Operation & Maintenance	1,261,300	1,261,300	1,259,947	(1,353)	566,242	44.94%
Sub-total	<u>3,064,500</u>	<u>3,075,350</u>	<u>3,075,350</u>	<u>-</u>	<u>1,618,506</u>	<u>52.63%</u>
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	79,300	79,300	79,300	-	25,738	32.46%
Project Design	317,300	317,300	316,710	(590)	126,238	39.86%
Project Management	359,300	359,300	359,174	(126)	183,222	51.01%
Survey Operations Coordination	11,100	11,100	11,816	716	7,631	64.58%
Sub-total	<u>767,000</u>	<u>767,000</u>	<u>767,000</u>	<u>-</u>	<u>342,829</u>	<u>44.70%</u>
SANITATION SERVICES						
Code Enforcement	1,235,800	1,235,800	1,235,800	-	739,531	59.84%
Code Enforcement-Zoning/Housing	103,700	103,700	103,700	-	62,676	60.44%
Recycling Collection	983,800	1,502,769	1,502,769	-	926,864	61.68%
Residential Garbage Collection	3,568,400	3,829,951	3,829,951	-	1,770,959	46.24%
Transfer Station	369,000	369,000	369,000	-	185,714	50.33%
Yard Trash/Bulk Waste Collection	1,744,000	1,744,000	1,744,000	-	807,419	46.30%
Sub-total	<u>8,004,700</u>	<u>8,785,220</u>	<u>8,785,220</u>	<u>-</u>	<u>4,493,163</u>	<u>51.14%</u>
SANITATION SERVICES - GARAGE						
Central Garage	1,584,300	1,709,300	1,709,300	-	923,443	54.02%
Sub-total	<u>1,584,300</u>	<u>1,709,300</u>	<u>1,709,300</u>	<u>-</u>	<u>923,443</u>	<u>54.02%</u>
TOTAL	<u>\$ 153,842,100</u>	<u>164,239,332</u>	<u>164,239,332</u>	<u>-</u>	<u>83,630,952</u>	<u>50.92%</u>

City of Pensacola, Florida
Investment Schedule
As of March 31, 2018
(Unaudited)

<u>POOLED INVESTMENTS</u>		Invest Type	Purchase Date	Maturity Date	Interest Rate	Principal Amount	Market Value
BankUnited	1815051005	CD	07/20/17	07/20/18	1.40%	20,000,000.00	20,000,000.00
Hancock	701381	CD	08/03/17	05/03/18	1.27%	10,000,000.00	10,000,000.00
Servis1st Bank	169540	CD	08/05/17	08/05/18	1.36%	10,000,000.00	10,000,000.00
Servis1st Bank	170043	CD	08/31/17	05/31/18	1.16%	5,000,000.00	5,000,000.00
Compass	6752271214	CD	09/01/17	08/31/18	1.41%	10,000,000.00	10,000,000.00
Compass	6752309920	MM	09/01/17		1.05%	5,000,000.00	5,000,000.00
Florida Community Bank	218829900	CD	09/27/17	09/27/18	1.09%	20,000,000.00	20,000,000.00
Hancock	705078	CD	12/04/17	12/04/18	1.65%	10,000,000.00	10,000,000.00
Compass	6754744594	CD	12/04/17	12/04/18	1.60%	5,000,000.00	5,000,000.00
BankUnited	1815080379	CD	12/05/17	12/05/18	1.61%	5,000,000.00	5,000,000.00
Florida Community Bank	2161808901	CD	12/05/17	12/05/18	1.72%	10,000,000.00	10,000,000.00
Compass	6756354238	CD	02/06/18	11/06/18	1.70%	10,000,000.00	10,000,000.00
BankUnited	1815081906	CD	02/07/18	11/07/18	1.81%	5,000,000.00	5,000,000.00
Hancock	706752	CD	02/07/18	02/07/19	1.79%	10,000,000.00	10,000,000.00
<u>City's- GCA (checking account)</u>							
Wells Fargo Bank	Public Now Account		ERC .35% up to fees and .10% on excess balance			27,315,253.70	27,315,253.70
TOTAL INVESTMENTS						\$ 162,315,253.70	\$ 162,315,253.70

Money Market interest rates are good through March 31, 2018.

Wells Fargo Bank is the City's primary depository, expires June 30, 2019.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
March 31, 2018
(Unaudited)**

	BALANCE 09/30/17	ADDITION OR (RETIREMENT) OF PRINCIPAL	BALANCE 03/31/18	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	8,800,000.00	0.00	8,800,000.00	0.00	407,366.70 ^(b)	12/31/18
2008 AIRPORT REVENUE BONDS	31,475,000.00	(730,000.00)	30,745,000.00	3,325,607.53	25,022,537.50	10/01/38
2009 REDEVELOPMENT REVENUE BONDS (CMP)	42,315,000.00	0.00	42,315,000.00	0.00	40,909,286.26 ^(c)	04/01/40
2010 AIRPORT REVENUE REFUNDING NOTE (97B, 98A AIRPORT)	2,535,000.00	(1,250,000.00)	1,285,000.00	214,582.33	30,711.52	10/01/18
2010A-1 CAPITAL FUNDING REVENUE BONDS (2000A LOST)	1,110,000.00	(1,110,000.00)	0.00	0.00	0.00	10/01/17
2010A-2 CAPITAL FUNDING REVENUE BONDS (2000B LOST)	2,305,000.00	(2,305,000.00)	0.00	0.00	0.00	10/01/17
2010B-1 CAPITAL FUNDING REVENUE BONDS (2008 GAS/AMR)	755,000.00	(755,000.00)	0.00	0.00	0.00	10/01/17
2010B-2 CAPITAL FUNDING REVENUE BONDS (1999 GAS)	965,000.00	(965,000.00)	0.00	0.00	0.00	10/01/17
2011 GAS SYSTEM REVENUE NOTE	2,635,000.00	(505,000.00)	2,130,000.00	0.00	112,442.00	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	11,550,000.00	(925,000.00)	10,625,000.00	795,508.58	1,546,702.50	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	14,043,000.00	(1,293,000.00)	12,750,000.00	0.00	1,194,825.30	12/31/26
2016 GAS SYSTEM REVENUE NOTE	15,000,000.00	(300,000.00)	14,700,000.00	0.00	1,595,542.40	10/01/26
2016 AIRPORT FACILITIES GRANT ANTICIPATION NOTE	0.00	6,299,600.00	6,299,600.00	0.00	346,137.96 ^(b)	10/01/19
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN ^(d)	500,000.00	0.00	500,000.00	0.00	362,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,307,000.00	0.00	1,307,000.00	0.00	482,467.24	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	4,082,000.00	0.00	4,082,000.00	0.00	1,506,278.51	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	6,300,000.00	0.00	6,300,000.00	0.00	918,848.25	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	0.00	25,000,000.00	25,000,000.00	0.00	3,324,382.56	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	0.00	8,000,000.00	8,000,000.00	0.00	4,348,268.00	04/01/40
TOTAL	\$ 145,677,000.00	29,161,600.00	174,838,600.00	4,335,698.44	82,108,745.70	

^(a) Does not include required O&M and R&R reserves.

^(b) Estimated.

^(c) Interest is shown as a gross amount. The federal government subsidy for Build America Bonds is \$14,243,229.89 for a net interest on the bonds of \$26,666,056.37.

^(d) On August 10, 2017, City Council approved Resolution 17-34 which extended the 2016 Eastside Loan through the end of the Eastside Redevelopment Trust Fund term.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
March 31, 2018
(Unaudited)

	BALANCE 09/30/17	ADDITION OR (RETIREMENT) OF PRINCIPAL	BALANCE 03/31/18	REQUIRED RESERVES (a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	14,043,000.00	(1,293,000.00)	12,750,000.00	0.00	1,194,825.30	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	14,043,000.00	(1,293,000.00)	12,750,000.00	0.00	1,194,825.30	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2009 REDEVELOPMENT REVENUE BONDS (CMP) (d)	42,315,000.00	0.00	42,315,000.00	0.00	40,909,286.26 (c)	04/01/40
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN (e)	500,000.00	0.00	500,000.00	0.00	362,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,307,000.00	0.00	1,307,000.00	0.00	482,467.24	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	4,082,000.00	0.00	4,082,000.00	0.00	1,506,278.51	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	0.00	8,000,000.00	8,000,000.00		4,348,268.00	10/01/28
TOTAL COMMUNITY REDEVELOPMENT AGENCY	48,204,000.00	8,000,000.00	56,204,000.00	0.00	47,609,249.01	
<u>LOCAL OPTION SALES TAX FUND</u>						
2010A-1 CAPITAL FUNDING REVENUE BONDS (2000A LOST)	1,110,000.00	(1,110,000.00)	0.00	0.00	0.00	10/01/17
2010A-2 CAPITAL FUNDING REVENUE BONDS (2000B LOST)	2,305,000.00	(2,305,000.00)	0.00	0.00	0.00	10/01/17
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	0.00	25,000,000.00	25,000,000.00	0.00	3,324,382.56	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	3,415,000.00	21,585,000.00	25,000,000.00	0.00	3,324,382.56	
<u>GAS UTILITY FUND</u>						
2010B-1 CAPITAL FUNDING REVENUE BONDS (2008 GAS/AMR)	755,000.00	(755,000.00)	0.00	0.00	0.00	10/01/17
2010B-2 CAPITAL FUNDING REVENUE BONDS (1999 GAS)	965,000.00	(965,000.00)	0.00	0.00	0.00	10/01/17
2011 GAS SYSTEM REVENUE NOTE	2,635,000.00	(505,000.00)	2,130,000.00	0.00	112,442.00	10/01/21
2016 GAS SYSTEM REVENUE NOTE	15,000,000.00	(300,000.00)	14,700,000.00	0.00	1,595,542.40	10/01/26
TOTAL GAS UTILITY FUND	19,355,000.00	(2,525,000.00)	16,830,000.00	0.00	1,707,984.40	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	8,800,000.00	0.00	8,800,000.00	0.00	407,366.70 (b)	12/31/18
2008 AIRPORT REVENUE BONDS	31,475,000.00	(730,000.00)	30,745,000.00	3,325,607.53	25,022,537.50	10/01/38
2010 AIRPORT REVENUE REFUNDING NOTE (97B, 98A AIRPORT)	2,535,000.00	(1,250,000.00)	1,285,000.00	214,582.33	30,711.52	10/01/18
2015 AIRPORT REFUNDING REVENUE NOTE	11,550,000.00	(925,000.00)	10,625,000.00	795,508.58	1,546,702.50	10/01/27
2016 AIRPORT FACILITIES GRANT ANTICIPATION NOTE	0.00	6,299,600.00	6,299,600.00	0.00	346,137.96 (b)	10/01/19
2017 AIRPORT REFUNDING REVENUE NOTE	6,300,000.00	0.00	6,300,000.00	0.00	918,848.25	10/01/27
TOTAL AIRPORT FUND	60,660,000.00	3,394,600.00	64,054,600.00	4,335,698.44	28,272,304.43	
TOTAL	\$ 145,677,000.00	29,161,600.00	174,838,600.00	4,335,698.44	82,108,745.70	

(a) Does not include required O&M and R&R reserves.

(b) Estimated.

(c) Interest is shown as a gross amount. The federal government subsidy for Build America Bonds is \$14,243,229.89 for a net interest on the bonds of \$26,666,056.37.

(d) In prior years, bond was previously shown in the Maritime Community Park Construction Fund.

(e) On August 10, 2017, City Council approved Resolution 17-34 which extended the 2016 Eastside Loan through the end of the Eastside Redevelopment Trust Fund term.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
March 31, 2018
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$53,722.46	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	102,337.68	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	57,920.68	Bond Counsel
CARLTON FIELDS JORDEN BURT	6,583.93	Environmental and Real Estate
GRAY ROBINSON PA	37,022.27	Fee, Tax and Pension Plan Compliance
HAND ARENDALL HARRISON SALE	9,623.00	Contract and Real Estate Law
HARRISON SALE MCCLOY & JACKSON	18,210.76	Contract and Real Estate Law
JOLLY & PETERSON PA	50,744.66	Police Liability Claims
MCCARTER & ENGLISH LLP	25,547.21	Natural Gas Industry
PHILIP A BATES PA	150.00	Sanitation Matters
PLAUCHE MASELLI PARKERSON LLP	6,180.50	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	30,716.45	Workers Compensation and Liability Claims
RAY, JR LOUIS F	17,226.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	18,207.23	Workers Compensation Claims
STEINMEYER FIVEASH LLP	13,576.00	Environmental and Property Matters
THE HAMMONS LAW FIRM PA	304.50	Code Enforcement Lien Foreclosures
WILSON HARRELL & FARRINGTON PA	151,728.85	Claims and Litigation
WOODEN LAW FIRM PC	42,620.00	Land Development Matters
REPORT TOTAL	<u>\$642,422.18</u>	

Financial Report

City of Pensacola

2nd Quarter Financial Statement

Six Months Ending March 30, 2018



FY 2018 Issues

- Growth in the Economy Continues
- Half-Cent Sales Tax & Local Option Sales Tax (PFP)
 - Growth from FYE 2016 to FYE 2017
 - Half-Cent Sales Tax increased by **2.76%**
 - Local Option Sales Tax increased by **2.86%**
- Ad Valorem Taxable Valuations
 - Positive Growth
- Expenditures in total, in line with Budgeted Projections
- Interest Rates
- Legal Services and Fees



General Fund

- In Total, Revenues Exceeded Budget
 - Attributed to Property Tax, Local Business Tax Revenues & Transfer from Pensacola Energy
 - Franchise Fees & Public Service Tax – **+\$234,000** or **6.58%** Up
 - Half-Cent Sales Tax – **+\$163,000** or **9.54%** Up
 - Communication Services Tax – **+\$51,300** or **4.21%** Up
 - Municipal Revenue Sharing – **+\$23,000** or **2.04%** Up



General Fund

- In Total, Revenues Projected to Meet or Exceed budget
- General Fund Transfer to Stormwater Capital Projects Exceed Budget
- Second Quarter Expenditures, In Total, Within Budget



Tree Planting Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$1,601
 - Expenditures/Encumbrances - \$0
 - City Council Voted to move \$300,000 to a reserved account
 - Review of Tree Planting Trust Fund expenditures
- End of Second Quarter Unencumbered Balance - \$387,242



Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Revenue and Expenditures Recorded in General Fund
 - Establishment of Fund January 12, 2017
 - Pensacola Inner City Community Redevelopment Area
 - City Council Allocated funds August 10, 2017 - \$440,000
 - Second Quarter Total Contributions - \$124,800
 - Expenditures/Encumbrances - \$0
 - End of Second Quarter Housing Incentive Fund Balance - \$109,785



Special Revenue Funds

- Local Option Gasoline Tax Fund
 - Revenue equaled Budget for 2nd Quarter
 - FY 17 City Appeal Concerning Calculation for Distribution of funds
 - Funds Held in Escrow until Settlement
 - Settlement Agreement Reached April 6, 2017
 - Funds Released and Received on May 1, 2017
 - For comparison purposes revenue for prior fiscal year provided to reflect two-month period.
 - Expenditures will not Exceed Budget for the fiscal year



Special Revenue Funds

- Stormwater Utility Fund
 - Revenue of \$2,095,697 Represents 75.66% of Budget
 - Expenditures are Consistent with Budget for 2nd Quarter



Special Revenue Funds

- Municipal Golf Course Fund
 - Expenditures Exceeded Revenue by **\$154,100**
Before General Fund Subsidy (\$110,000)
 - **\$23,900** below FY 2017 1st Quarter Revenues
 - Decrease in Revenue Due to Unseasonably Cold Weather



Special Revenue Funds

- Municipal Golf Course Fund

- 10,686 Rounds played in 2nd Quarter of FY 2018 - a decrease of **929** Rounds from FY 2017
- 2,310 of Driving Range usage in 2nd Quarter of FY 2018 - an increase of **650** Driving Range usage from FY 2017
- Concession payments are current through the 2nd quarter of FY 2018
- Expenditures Consistent with Budget

- Inspection Services Fund

- In total, Expenditures Exceeded Revenues By **\$45,800**
- Revenues **\$108,100** below Prior Year
- Expenditures Were Consistent With Budget



Special Revenue Funds

■ Roger Scott Tennis Center

- Revenues consistent with Budget
- Expenditures Not Anticipated to Exceed Budget
- Awarded Contract for Operation & Management of Roger Scott Tennis Center to Gulf Coast Tennis Group, LLC on November 9, 2017
 - Began Operation in January 2018
 - City receives minimum annual guaranteed revenue of \$125,000
 - Estimated to fund City's cost of Operations



Special Revenue Funds

- Community Maritime Park Management Services Fund
 - Community Maritime Park
 - New Market Tax Credit (NMTC) Completed
 - Assets & Liabilities of Community Maritime Park Associates, Inc. (CMPA) transferred to City
 - CMPA dissolved June 2017
 - FY 2018 First Full Year Of Operations By The City
 - Expenditures Exceeded revenues by **\$310,700**
 - Majority of Revenue – 4th Quarter
 - Expenses Consistent with Budget



Capital Projects Funds

- Local Option Sales Tax Fund
 - Revenues Exceeded Budget by **\$273,800** or **8.80%** Up
 - Expenditures in Total, Consistent with Budget
 - Extension of Local Option Sales Tax (Fourth Series)
- Local Option Gasoline Tax Series 2016 Project Fund
 - Three Phase program to Accelerate Street Rehabilitation
 - Phase I – Complete
 - Funding From LOGT Bond Proceeds
 - Phase III – In Progress
 - Funding from LOGT Bond Proceeds
 - Phase II – approved by City Council December 2017
 - Funding from Local Option Sales Tax Fund



Capital Projects Funds

- Stormwater Capital Projects Fund
 - General Fund Transfer Equaled Collection - \$2,098,100
 - Expenditures Within Budget



Enterprise Funds

■ Gas Utility Fund

- Fund Balance and Revenue Exceed Expenses and Encumbrances by **\$5,729,900**
 - Capital Outlay, Debt Service & Transfer Expenditures
- Second Quarter FY18 Revenues exceed FY17 Revenues
 - Due to colder start of winter
- FY17 Reserve Shortfall - \$3.94 million
 - Additional \$0.10 per Ccf - \$1,112,900
- Infrastructure Cost Recovery Fee - \$2,343,252
- In total, Expenses Consistent with Budget



Enterprise Funds

■ Sanitation Fund

- Fund Balance and Operating Revenue were Above Operating Expenses and Encumbrances by **\$78,100**
 - Fund Revenues were **\$255,300** above FY 17 Revenues
- Expenses Consistent with Budget



Enterprise Funds

■ Port of Pensacola

- Fund Balance and Revenues Below Expenses and Encumbrances by **\$194,500**
- Revenues Below FY 17 Revenues By **\$115,100**
 - Decrease in Dockage
 - Result of fewer vessel dockage days
 - Attributable to the depressed state of offshore oil and gas industry



Enterprise Funds

■ Port of Pensacola

- Expenses, In Total, were at or below Budget
 - Expenses **\$193,900** less than FY 2017 for same time period
 - Due to two large infrastructure repair projects in FY 2017:
 - Projects to repair damaged rail track and inoperable fire suppression systems
- All Port Lease Payments are Current
- Offshore Inland – Balance of **\$488,000**
 - \$12,738.55 – Current
 - \$0 – More than 30 days past due
 - \$488,000 – More than 120 days past due



Enterprise Funds

- Port of Pensacola

- Update Offshore Inland

- Over 120 Days

- March 30, 2018 - \$488,000.00

- An Establishment of payment plan incorporated into an amendment to tenants lease approved by City Council
 - \$10,000 until full repayment of debt - \$145,000
 - Includes \$363,000 in invoices being held in abeyance pending construction of an overhead crane Facility in Port Warehouse #1



Enterprise Funds

- Port of Pensacola

- Financial Update

- FYE 2017

- Port Expenditures Exceeded Port Revenues - **\$721,400**
 - Port Reserve Balance **\$370,773**

- If FYE 2018 Is Same As FYE 2017

- Port Reserves Would Be Depleted
 - Port would be down by **\$330,000**

- Plan of Action

- Optimal Return on Port's Assets
 - Is In Process



Enterprise Funds

■ Airport Fund

- Fund Balance and Revenue Exceeded Expenses and Encumbrances by **\$3.7 million**
- Passenger Traffic Increased by 14.21% Compared to First Quarter of FY 2017
- Airport Revenues were **\$599,900** above FY 2017
 - Airline Revenues **\$29,300** above prior fiscal year
 - Non-Airline Revenues Exceeded prior fiscal year by **\$570,600**
 - Due to three new revenue sources: Cargo Landing Fees, Cargo Apron Area Rental, and Baggage Handling System
 - Parking Lot Revenue was **\$164,900** over prior year
- FAA Lease Agreement for FASCO tower in negotiations
- Expenses Consistent with Budget



Internal Service Funds

- Insurance Retention Fund/Central Services Fund
 - Provide Services To the City's Other Operating Funds
 - Revenues and Expenses Consistent With Budgeted Levels



Investment and Debt Service Schedules

- Provided For Information
 - Listing of City Investments
 - Listing of City's Debt Issues
 - Interest Rates



Legal Costs Schedule

- Schedule of legal costs paid to attorneys and/or firms who have provided services to the City



Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
March 31, 2018
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
ALLEN NORTON & BLUE P A	\$53,722.46	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	102,337.68	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	57,920.68	Bond Counsel
CARLTON FIELDS JORDEN BURT	6,583.93	Environmental and Real Estate
GRAY ROBINSON PA	37,022.27	Fee, Tax and Pension Plan Compliance
HAND ARENDALL HARRISON SALE	9,623.00	Contract and Real Estate Law
HARRISON SALE MCCLOY & JACKSON	18,210.76	Contract and Real Estate Law
JOLLY & PETERSON PA	50,744.66	Police Liability Claims
MCCARTER & ENGLISH LLP	25,547.21	Natural Gas Industry
PHILIP A BATES PA	150.00	Sanitation Matters
PLAUCHE MASELLI PARKERSON LLP	6,180.50	Utility Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	30,716.45	Workers Compensation and Liability Claims
RAY, JR LOUIS F	17,226.00	Code Enforcement Special Magistrate
RODERIC G. MAGIE, PA	18,207.23	Workers Compensation Claims
STEINMEYER FIVEASH LLP	13,576.00	Environmental and Property Matters
THE HAMMONS LAW FIRM PA	304.50	Code Enforcement Lien Foreclosures
WILSON HARRELL & FARRINGTON PA	151,728.85	Claims and Litigation
WOODEN LAW FIRM PC	42,620.00	Land Development Matters
REPORT TOTAL	<u>\$642,422.18</u>	



Financial Report

City of Pensacola

2nd Quarter Financial Statement

Six Months Ending March 30, 2018

