City of Pensacola

Agenda Conference

Agenda - Final

Monday, October 9, 2017, 3:30 PM | **Hagler-Mason Conference Room, 2nd Floor**

ROLL CALL

PRESENTATION ITEMS

1. 17-00574 PRESENTATION OF RESOLUTION REGARDING MENTAL HEALTH AWARENESS DAY

Recommendation: That City Council be presented with a resolution on behalf of the University of West Florida in congruence with the Student Government Association, requesting January 12, 2018 be proclaimed as Mental Health Awareness Day. This presentation is to take place at the City Council meeting.

REVIEW OF CONSENT AGENDA ITEMS

2. 17-00557 APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; a Property or Business Owner in the Palafox Historic Business District; and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2019

Sponsors: Brian Spencer

Attachments: *Architectural Review Board Member List*
Application of Interest - Susan Campbell Hatler
Application of Interest - George R. Mead, II
Application of Interest - Nina Campbell
Ballot

3. 17-00558 APPOINTMENTS - ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Recommendation: That City Council appoint two (2) individuals to the Escambia-Pensacola Human Relations Commission for a term of two years expiring September 30, 2019.

Sponsors: Brian Spencer

Attachments: *Escambia-Pensacola Human Relations Commission Member List (City Cou*
Application of Interest - Candace Drake Cardin
Application of Interest - Gloria Wiggins
Ballot

4. 17-00370 AWARD OF BID #17-035 19TH AVENUE AND BLACKSHEAR AVENUE OUTFALL AT BAYOU TEXAR PROJECT

Recommendation: That City Council award Bid #17-035 19th Avenue and Blackshear Avenue Outfall at Bayou Texar Project to J. Miller Construction, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $894,870.00, plus 10% contingency of $89,487.00 for a total amount of $984,357.00. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: *Bid Tabulation, Bid No. 17-035*
Final Vendor Reference List, Bid No. 17-035
Map, 19th Avenue at Blackshear Avenue Outfall at Bayou Texar Project

5. 17-00371 AWARD OF BID #17-037 CLEMATIS STREET AT CARPENTER CREEK STORMWATER TREATMENT ENHANCEMENT PROJECT

Recommendation: That City Council award Bid # 17-037 Clematis Street at Carpenter Creek Stormwater Treatment Enhancement to BKW, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $416,173.45, plus 10% contingency of $41,617.35 for a total amount of $457,790.80. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

Sponsors: Ashton J. Hayward, III

Attachments: *Bid Tabulation, Bid No. 17-037*
Final Vendor Reference List, Bid No. 17-037
Map, Clematis Street at Carpenter Creek Stormwater Treatment Enhanceme

6. 17-00527 AWARD OF BID# 17-033 - PORT OF PENSACOLA WAREHOUSE #1 MODIFICATION PROJECT

Recommendation: That City Council award ITB # 17-033 Port of Pensacola Warehouse #1 Modification to Emerald Coast Constructors Inc., the sole bidder with a base bid of $1,495,383.90 plus a 5% contingency of $74,769.20 for a total amount of $1,570,153.10 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: *Tabulation Sheet, Bid # 17-033*

Vendor Reference Sheet, Bid # 17-030

7. 17-00514 URBAN INFILL HOUSING DEVELOPMENT INITIATIVES INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

Recommendation: That City Council approve the Urban Infill Housing Development Initiatives Interlocal Agreement with Escambia County Housing Finance Authority. Further, that City Council authorize the Mayor to execute all documents relating to the initiative's implementation and administration.

Sponsors: Ashton J. Hayward, III

Attachments: *Urban Infill Housing Development Initiatives Interlocal Agreement with Esc*

8. 17-00525 AIRPORT - APPROVAL OF TERMINAL BUILDING LEASE AGREEMENT WITH AVIONICS SOLUTIONS LLC

Recommendation: That City Council authorize the Mayor to execute a Terminal Building Lease Agreement with Avionics Solutions LLC at Pensacola International Airport. Further, that City Council authorize the Mayor to take all necessary actions to execute the Lease Agreement.

Sponsors: Ashton J. Hayward, III

Attachments: *Avionics Solutions LLC Terminal Building Lease Agreement*

9. 17-00538 AIRPORT COMMERCE PARK - PROPERTY ACQUISITION N6116 - COLLEGE HEIGHTS

Recommendation: That City Council authorize the purchase of N6116 (Parcel ID#141S292102000001) from Holly D. Terrell for $93,000, closing costs of $1,900, a 5% contingency in the amount of $4,745, moving costs of $5,000, for a total amount of $104,645.

Sponsors: Ashton J. Hayward, III

Attachments: *Airport Commerce Park Map, Updated September 2017*
Summary Appraisal Report, Client File #N6116
Technical Appraisal Review, #N6116

10. 17-00539 AIRPORT COMMERCE PARK - PROPERTY ACQUISITION E2416 - COLLEGE HEIGHTS

Recommendation: That City Council authorize the purchase of E2416 (Parcel ID#141S292100200001) from Mark L. Comeau for $97,000, relocation assistance of $35,000, closing costs of $1,900, a 5% contingency in the amount of $6,695, moving costs of $5,000, and reestablishment benefits of $25,000, for a total amount of $170,595.

Sponsors: Ashton J. Hayward, III

Attachments: *Airport Commerce Park Map, Updated September 2017*
Summary Appraisal Report, Client File #E2416
Technical Appraisal Review, #E2416

11. 17-00540 AIRPORT COMMERCE PARK - PROPERTY ACQUISITION N6200 - COLLEGE HEIGHTS

Recommendation: That City Council authorize the purchase of N6200 (Parcel ID#141S292100001002) from Owen E. Farley and Clara Moonean for $120,000 along with a purchase additive of $6,000, closing costs of $1,900, a 5% contingency in the amount of $6,395, and moving costs of $5,000, for a total amount of $139,295.

Sponsors: Ashton J. Hayward, III

Attachments: *Airport Commerce Park Map, Updated September 2017*
Summary Appraisal Report, Client File #N6200
Technical Appraisal Review, #N6200

12. 17-00552 DISPOSITION OF SURPLUS PROPERTY - 900 BLOCK WEST BELMONT (FORMERLY IDENTIFIED AS 400 BLOCK WEST BELMONT)

Recommendation: That City Council approve the sale of 900 Block West Belmont Street (formerly identified as 400 Block West Belmont), Parcel Identification Number 000S009060030022, Account Number 150263000 to the only responsive bidder, Philip Krupp, in the amount of $16,000. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property. Finally, that 50 percent of the proceeds, after costs associated with the final transaction, are allocated to the Housing Initiatives Fund.

Sponsors: Ashton J. Hayward, III

Attachments: *Appraisal - 400 Block & 900 Block West Belmont*
Escambia County Property Appraiser Parcel Information - 400 & 900 Block
Krupp Offer Letter - 900 Block West Belmont
Parcel Map - 400 & 900 Block West Belmont

13. 17-00564 SALE OF SURPLUS PROPERTY TO ADSYNC PROPERTIES - WEST INTENDENCIA

Recommendation: That City Council approve the sale of West Intendencia Street, parcel identification number 000S009080014094, account number 153145000 to the second highest and most responsive bidder, Adam Adkinson, ADSYNC Properties, LLC, in the amount of $19,250. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property. Finally, that 50 percent of the proceeds, after costs associated with the final transaction, are allocated to the Housing Initiatives Fund.

Sponsors: Ashton J. Hayward, III

Attachments: *ADSYNC Properties Offer Letter dated September 25, 2017 - West Intendenc*
GIS Map - West Intendencia
Appraisal - West Intendencia

14. 17-00567 RESCHEDULING OF PUBLIC HEARING REGARDING THE SALE OF THE HAWKSHAW PROPERTY

Recommendation: That City Council reschedule the public hearing regarding the sale of the Hawkshaw property at 9th Ave and Romana Street, from October 12, 2017 to the November 9, 2017 City Council Meeting.

Sponsors: Jewel Cannada-Wynn

Attachments: *Hawkshaw Proposal - Robert Montgomery*

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

15. 17-00569 VOTE OF CONFIDENCE FOR COUNCIL PRESIDENT

Recommendation: That City Council express, by vote, a Vote of Confidence for the Council President in reference to the September 20, 2017 Special City Council Meeting.

Sponsors: Sherri Myers

Attachments: *Letter from Mayor Hayward re Special City Council Meeting 9-20-17*

16. 17-00570 HIRING CITY COUNCIL ATTORNEY

Recommendation: That City Council direct the Council Executive to contact the top three (3) candidates identified in July of 2016 for the position of City Council Attorney and determine the continued interest of any of the candidates.

Sponsors: Sherri Myers

17. 17-00522 PORT WAREHOUSE #1 LEASE AGREEMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

Recommendation: That City Council take action to respond to the request from Offshore Inland Marine & Oilfield Services, Inc. (OIMO) to continue to accept OIMO's monthly payment of $10,000 after September 30, 2017, to be credited toward the principal and accruing interest due under Section 5(a) of the amended Lease Agreement.

Sponsors: Ashton J. Hayward, III

Attachments: *Amendment No. 1 to Warehouse #1 Lease dated June 1, 2017*

Letter from Offshore Inland dated August 31, 2017

18. 28-17 PROPOSED ORDINANCE NO. 28-17 AMENDING CHAPTER 7-10 OF THE CITY CODE - VEHICLES FOR RENT TO THE PUBLIC

Recommendation: That City Council approve Ordinance No. 28-17 on first reading.

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING CHAPTER 7-10, PERTAINING TO VEHICLES FOR RENT; AMENDING SEC. 7-10-134 TO PROVIDE FOR AN AIRPORT TAXI CAB PICKUP FEE; AMENDING SEC. 7-10-17, PROVIDING DEFINITIONS; REPEALING AND REPLACING SEC. 7-10-177, PROVING FOR PERMITS AND FEES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: *Proposed Ordinance 28-17 - Taxicab*

19. 17-00572 COUNCIL EXECUTIVE SALARY INCREASE

Recommendation: That City Council approve a salary increase for the Council Executive, in an amount to be determined by the City Council and such increase to become effective as of October 9, 2017.

Sponsors: Gerald Wingate

20. 17-00554 U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CLEAN-UP GRANT AGREEMENT

Recommendation: That City Council authorize the Mayor to accept and execute the U.S. Environmental Protection Agency Grant Agreement number 00D59017 in the amount of $200,000 to clean-up hazardous substances and petroleum contaminants at the Community Maritime Park. Further, that City Council authorize the Mayor to take all actions necessary related to the finalization of the grant. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

Sponsors: Ashton J. Hayward, III

Attachments: *United States Environmental Protection Agency Clean-up Grant Agreement*
Supplemental Budget Resolution
Supplemental Budget Explanation

21. 17-69 SUPPLEMENTAL BUDGET RESOLUTION NO. 17-69 - U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CLEAN-UP GRANT AGREEMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-69.

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

Sponsors: Ashton J. Hayward, III

Attachments: *Supplemental Budget Resolution No. 17-69*
Supplemental Budget Explanation No. 17-69

22. 17-65 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.

Recommendation: That City Council adopt Resolution No. 17-65.

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AN INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF $25,000,000 TO FINANCE INFRASTRUCTURE CAPITAL IMPROVEMENTS WITHIN THE CITY; PLEDGING THE PLEDGED REVENUES FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2017 BOND AND THE EXECUTION OF THE RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: *Resolution No. 17-65*

23. 17-68 SUPPLEMENTAL BUDGET RESOLUTION NO. 17-68 - APPROPRIATING FUNDING IN CONNECTION WITH THE INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-68.

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

Sponsors: Ashton J. Hayward, III

Attachments: *Supplemental Budget Resolution No. 17-68*

Supplemental Budget Explanation No. 17-68

24. 17-70 RESOLUTION NO. 17-70 - IN SUPPORT OF ACCESS AND USE OF PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING WITHIN THE CITY OF PENSACOLA

Recommendation: That City Council adopt Resolution 17-70.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING A PROPERTY ASSESSED CLEAN ENERGY ("PACE") PROGRAM WITHIN THE CITY OF PENSACOLA AND JOINING THE FLORIDA GREEN FINANCE AUTHORITY, FLORIDA PACE FUNDING AGENCY, GREEN CORRIDOR AND FLORIDA RESILIENCY AND ENERGY DISTRICT IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, FLORIDA PACE FUNDING AGENCY, GREEN CORRIDOR AND FLORIDA RESILIENCY AND ENERGY DISTRICT FOR ADMINISTRATION OF THE PACE PROGRAM WITHIN THE CITY OF PENSACOLA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Sponsors: Ashton J. Hayward, III

Attachments:
Resolution No. 17-70
Exhibit A - Florida Green Finance Authority Non-Exclusive Party Members
Exhibit B - Florida PACE Funding Agency Non-Exclusive Party Membershi
Exhibit C - Green Corridor Non-Exclusive Party Membership Agreement
Exhibit D - Florida Resiliency and Energy District Non-Exclusive Party Me

25. 17-72 SUPPLEMENTAL BUDGET RESOLUTION NO. 17-72 - APPROPRIATION OF FUNDS FROM THE SALE OF SURPLUS CRA PROPERTY AT 150 S BAYLEN STREET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-72.

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

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

Attachments:
Supplemental Budget Resolution No. 17-72
Supplemental Budget Explanation No. 17-72
FY 2018 Unfunded Maintenance List
Photos of Aging Improvements

26. 38-17 PROPOSED ORDINANCE NO. 38-17 VACATION OF RIGHT-OF-WAY - 1000 BLOCK OF EAST AVERY STREET

Recommendation: That City Council adopt Proposed Ordinance No. 38-17 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE AVERY STREET RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments:
Proposed Ordinance No. 38-17
Vacation of Right of Way Application, dated April 21, 2017
Vicinity Map of Avery Street Right-of-Way Request, dated August 2017
August 8, 2017 Planning Board Minutes
Highlighted Section of June 13, 2017 Planning Board Minutes
Signed Petition, Avery Street Right of Way Request, dated June 27, 2017

27. 40-17 PROPOSED ORDINANCE NO. 40-17 PROVIDING FOR A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR THE INSTALLATION OF WIRELESS FACILITIES IN CITY RIGHTS-OF-WAY IN ORDER TO ALLOW AN OPPORTUNITY FOR THE CITY TO DEVELOP REGULATIONS CONSISTENT WITH THE "ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT"

Recommendation: That City Council adopt Proposed Ordinance No. 40-17 on second reading.

AN ORDINANCE DECLARING, ESTABLISHING AND IMPOSING A TEMPORARY MORATORIUM WITHIN THE CITY OF PENSACOLA, FLORIDA ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS, AND ISSUANCE OF ANY PERMITS PERTAINING TO COLLOCATION ON EXISTING OR THE INSTALLATION OF NEW UTILITY POLES AND OTHER WIRELESS SUPPORT STRUCTURES IN THE RIGHT-OF-WAY TO SUPPORT SMALL WIRELESS FACILITIES OR MICRO WIRELESS FACILITIES FOR A PERIOD OF 120 DAYS, IN ORDER TO ALLOW AN OPPORTUNITY FOR THE CITY TO DEVELOP REGULATIONS CONSISTENT WITH CHAPTER 2017-136, LAWS OF FLORIDA, WHICH BECAME EFFECTIVE JULY 1, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Sponsors: Ashton J. Hayward, III

Attachments: *Proposed Ordinance No. 40-17*

FOR DISCUSSION

28. 17-00571 EVALUATION PROCESS FOR CITY COUNCIL STAFF

Sponsors: Sherri Myers

Attachments: *Council Executive Performance Evaluation Fom*
Executive Assistant to Council Performance Evaluation Fom
Executive Assistant Performance Evaluation Fom

29. 17-00573 CITY COUNCIL ISSUANCE OF PROCLAMATIONS

Sponsors: Sherri Myers

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

City Administrator's Communication

30. 17-00159 CITY ADMINISTRATOR COMMUNICATION

Sponsors: Ashton J. Hayward, III

Attachments: *Housing Division Presentation*

City Attorney's Communication

Monthly Crime Report-Chief Tommi Lyter

31. 17-00202 MONTHLY CRIME REPORT

Sponsors: Ashton J. Hayward, III

Attachments: *September 2017 Crime Report*

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

32. 17-00150 MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

Attachments: *September 2017 Monthly Financial Report*

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 #: 17-00574 City Council 10/12/2017

PRESENTATION ITEM

FROM: City Council President Brian Spencer

SUBJECT:

PRESENTATION OF RESOLUTION REGARDING MENTAL HEALTH AWARENESS DAY

REQUEST:

That City Council be presented with a resolution on behalf of the University of West Florida in congruence with the Student Government Association, requesting January 12, 2018 be proclaimed as Mental Health Awareness Day. This presentation is to take place at the City Council meeting.

SUMMARY:

Mr. Kishane Patel, UWF Student Body President would like to present a copy of the resolution to the Pensacola City Council.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00557 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

RECOMMENDATION:

That City Council appoint a planning board member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; a Property or Business Owner in the Palafox Historic Business District; and a resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District, for a term of two years, expiring September 30, 2019

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation district and governmental center district.

The following are incumbents that wish to be considered for reappointment:

Nominee	Nominated By
Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District	
Nina Campbell Hatler	Incumbent
Property or Business Owner in the Palafox Historic Business District or the Governmental Center District	
Susan Campbell	Incumbent
Resident Property Owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District	
George R. Mead, II	Incumbent

PRIOR ACTION:

City Council members make appointments to this board on an annual basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1) Architectural Board Member List
2) Application of Interest - Nina Campbell
3) Application of Interest - Susan Campbell Hatler
4) Application of Interest - George R. Mead, II
5) Ballot

PRESENTATION: No

September 22, 2017

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Campbell Hatler, Susan	Business Owner-PHBD	Council	1	2017	9/30/2017	2/14/2013	2	
Campbell, Nina H.	Rep from Planning Board	Council	2	2017	9/30/2017	8/9/2011	2	
Crawford, Michael	Architect	Council	3	2017	9/30/2018	9/23/2010	2	
Jones, C. Ray	Rep. UWFHT	Council	1	2017	9/30/2018	9/25/2014	2	
Mead, II, George R.	Resident-North Hill	Council	1	2017	9/30/2017	9/26/2013	2	
Quina, Carter	Architect	Council	11	2017	9/30/2018	9/12/1994	2	
Townes, Ben	Arch. Rep.UWFHT	Council	5	2017	9/30/2018	8/24/2006	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) from the West Florida Historic Preservation, Inc., each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Human Relations Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
****, ****			0				0	
Cardin, Candace Drake	Psychologist	Council	0	2017	9/30/2017	11/12/2015	2	Replaced Ryan Barnett
Holt, Linda		Council	0	2017	9/30/2018	9/15/2016	2	Replaced Hazel "Delaine" Wright
McAway, Cassandra Y.		Council	0	2017	9/30/2018	6/13/2013	2	Replaced Julie Kaple
Wiggins, Gloria	Assisted Living	Council	1	2017	9/30/2017	11/12/2015	2	Replaced Augusta Simon

Term Length: TWO YEAR TERMS

COMPOSED OF NINE (9) MEMBERS OF WHICH FOUR ARE APPOINTED BY COUNCIL; FOUR ARE APPOINTED BY THE COUNTY AND THE NINTH MEMBER APPOINTED BY THE OTHER MEMBERS. SEEK TO MAINTAIN POSITIVE HUMAN RELATIONS IN ESCAMBIA COUNTY THROUGH RESOLUTION OF CIVIL RIGHTS RELATED CASES AND INCIDENTS; ADMINISTERS CITY'S FAIR HOUSING ORDINANCE. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, August 3, 2017 2:08 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

(Section Break)

Personal Information

Name	Susan Campbell Hatler
Home Address	2908 E. DeSoto
Business Address	420 S. Palafox
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8504348948
Email Address	susan@susancampbelljewelry.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?	life - 40 less college
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	ARB
Please list the reasons for your interest in this position:	I have been a member of the ARB board for a few years and it is apparent that as the representing member of the downtown business community, one that is neither an architect nor a city planner nor an attorney, this position is one that takes several years to understand the nuances, legalities and impact of the work that we do. There are many hours of hearings and many more hours of research that go into reviewing the items set before us. It is neither easy nor to be taken lightly and is definitely a labor of love donated to our city and one that takes a discerning eye for not only design and architecture but also a commitment to bettering our downtown's historic districts and places. As a "woman owned business" of almost 12 years within the City of Pensacola, I bring minority diversity, and also would be viewed as a "young professional." I believe my unique diversity offers a important voice needed from our community. As a lifetime citizen of Pensacola who grew up in a historic home, I understand first hand the challenges and rewards of Historic Architecture. I feel adequately educated on the History of Pensacola, its recent rise to greatness (again) and the need to move forward with equity for its citizens. I feel I am in a unique position to bring an impartial but educated voice to this board in support of our City Council's directives through their written Code and objectively, through pairing that code with the decades of precedent that has reinforced the greatness of our gem, this very special treasure, that must be nurtured and protected but must also grow and develop. It is near and dear to my heart and a position I do not take lightly. I feel I have gathered substantial institutional knowledge over the past few years and at such a crucial time in our City's growth, I am compelled to continue with the investment of time and knowledge that I have invested, and that the city has invested in me.

Do you currently serve on a board?	Yes
If yes, which board(s)?	ARB
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, August 25, 2017 11:52 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	George R. Mead
Home Address	1009 N. Reus St. Pensacola, FL 32501
Business Address	350 W. Cedar St. Ste. 100 Pensacola , FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	850-434-3541
Email Address	emead@mhw-law.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	20 years currently
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Architectural Review Board
Please list the reasons for your interest in this position:	Concern to maintain architectural integrity of City development
Do you currently serve on a board?	Yes
If yes, which board(s)?	Architectural Review Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	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, September 13, 2017 11:13 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	Nina Campbell
Home Address	433 East Zarragossa Street , Pensacola Fl 32502
Business Address	Aqua, 1320 N 9 th Ave, Pensacola Fl 32503
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-503-4100
Email Address	Hesscampbell@aol.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	Most of my life
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	ARB
Please list the reasons for your interest in this position:	Interested in the development of our city
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning board and ARB
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ballot – **Architectural Review Board**
October 12, 2017
Two year term expiring September 30, 2019

Planning Board Member or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

_____ Nina Campbell

_____ _____

Vote for One

Property or Business Owner in the Palafox Historic Business District or the Governmental Center District

_____ Susan Campbell Hatler

_____ _____

Vote for One

Resident Property Owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District

_____ George R. Mead, II

_____ _____

Vote for One

Signed: _____
Council Member

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00558 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

APPOINTMENTS - ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

RECOMMENDATION:

That City Council appoint two (2) individuals to the Escambia-Pensacola Human Relations Commission for a term of two years expiring September 30, 2019.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Human Relations Commission seeks to maintain positive human relations in Escambia County through resolution of civil rights related cases and incidents. It also administers the City's Fair Housing Ordinance.

The following are incumbents that wish to be considered for reappointment:

Nominee:	**Nominated By:**
Candace Drake Cardin	Incumbent
Gloria Wiggins	Incumbent

PRIOR ACTION:

City Council makes appointments to this board on an annual basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1) Escambia-Pensacola Human Relations Commission Member List (City Council Appointees)
2) Application of Interest - Candace Drake Cardin
3) Application of Interest - Gloria Wiggins
4) Ballot

PRESENTATION: No

September 22, 2017

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Campbell Hatler, Susan	Business Owner-PHBD	Council	1	2017	9/30/2017	2/14/2013	2	
Campbell, Nina H.	Rep from Planning Board	Council	2	2017	9/30/2017	8/9/2011	2	
Crawford, Michael	Architect	Council	3	2017	9/30/2018	9/23/2010	2	
Jones, C. Ray	Rep. UWFHT	Council	1	2017	9/30/2018	9/25/2014	2	
Mead, II, George R.	Resident-North Hill	Council	1	2017	9/30/2017	9/26/2013	2	
Quina, Carter	Architect	Council	11	2017	9/30/2018	9/12/1994	2	
Townes, Ben	Arch. Rep.UWFHT	Council	5	2017	9/30/2018	8/24/2006	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) from the West Florida Historic Preservation, Inc., each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

Human Relations Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
****, ****			0				0	
Cardin, Candace Drake	Psychologist	Council	0	2017	9/30/2017	11/12/2015	2	Replaced Ryan Barnett
Holt, Linda		Council	0	2017	9/30/2018	9/15/2016	2	Replaced Hazel "Delaine" Wright
McAway, Cassandra Y.		Council	0	2017	9/30/2018	6/13/2013	2	Replaced Julie Kaple
Wiggins, Gloria	Assisted Living	Council	1	2017	9/30/2017	11/12/2015	2	Replaced Augusta Simon

Term Length: TWO YEAR TERMS

COMPOSED OF NINE (9) MEMBERS OF WHICH FOUR ARE APPOINTED BY COUNCIL; FOUR ARE APPOINTED BY THE COUNTY AND THE NINTH MEMBER APPOINTED BY THE OTHER MEMBERS. SEEK TO MAINTAIN POSITIVE HUMAN RELATIONS IN ESCAMBIA COUNTY THROUGH RESOLUTION OF CIVIL RIGHTS RELATED CASES AND INCIDENTS; ADMINISTERS CITY'S FAIR HOUSING ORDINANCE. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, August 25, 2017 11:28 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	Candace Drake Cardin
Home Address	2299 Scenic Highway, T3 Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	336-908-7098
Email Address	candacemariedrake@gmail.com
Upload Resume (optional)	Cardin, CMD January 2017.doc

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	7 years
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Escambia-Pensacola Human Relations Commission
Please list the reasons for your interest in this position:	Continued service
Do you currently serve on a board?	Yes
If yes, which board(s)?	Human Relations
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, September 21, 2017 1:06 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

(Section Break)

Personal Information

Name	Gloria Wiggins
Home Address	6923 Cabral Street
Business Address	6923 Cabral Street
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8505126536
Email Address	gloriawiggins.rep1@yahoo.com
Upload Resume (optional)	1506016971005150544477 4.jpg

(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
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	6923 Cabral Street
Please list the reasons for your interest in this position:	6923 Cabral Street
Do you currently serve on a board?	Yes
If yes, which board(s)?	ECHRC
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	African-American
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ballot – **Escambia-Pensacola Human Relations Commission**
October 12, 2017
Two year term expiring September 30, 2019

Member

_____ Candace Drake Cardin

_____ Gloria Wiggins

_____ _____

Vote for Two

Signed: _____
Council Member

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00370 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID #17-035 19TH AVENUE AND BLACKSHEAR AVENUE OUTFALL AT BAYOU TEXAR PROJECT

RECOMMENDATION:

That City Council award Bid #17-035 19th Avenue and Blackshear Avenue Outfall at Bayou Texar Project to J. Miller Construction, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $894,870.00, plus 10% contingency of $89,487.00 for a total amount of $984,357.00. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The scope of the project is to provide stormwater treatment for three currently untreated drainage sub-basins within the Bayou Texar Watershed. This treatment will be provided by installing proprietary underground treatment units with associated stormwater structures and piping. The underground units and storm structures will be set in the City Right of Way east end of 20th and east end of 19th Avenues and Blackshear Avenue, and intersection of 19th and Blackshear Avenues. This project is consistent with current technology and industry standards for stormwater retrofit treatment and is part of the City's ongoing program to improve the water quality of area waterways.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 1,172,012.00	
Actual:	$ 894,870.00	Construction Contract
	89,487.00	10% Contingency
	6,251.00	Surveying (Complete)

115,150.75	Engineering Design/Permitting (Complete)
35,000.00	Engineering Management/Inspection (Estimate)
10,000.00	Construction Testing/Misc. (Estimate)
$1,150,758.75	TOTAL

FINANCIAL IMPACT:

The total budget for this project is $1,172,012.00 and is funded within the Stormwater Capital Projects Fund. To date, $129,207.52 has been expended for completed items related to Surveying, Engineering Design, Studies and Permitting leaving a balance of $1,042,804.48. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

9/28/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Bid Tabulation, Bid No. 17-035
2) Final Vendor Reference List, Bid No. 17-035
3) Map, 19th Avenue and Blackshear Avenue Outfall at Bayou Texar Project

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-035

TITLE: 19TH AVENUE AND BLACKSHEAR AVENUE OUTFALL AT BAYOU TEXAR PROJECT

OPENING DATE: August 17, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering	J. MILLER CONSTRUCTION, INC. Pensacola, FL	BKW, INC. Pensacola, FL	BROWN CONSTRUCTION OF NWFL Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	$894,870.00	$987,898.36	$1,264,403.92	$1,299,977.50
M/WBE Participation	5.1%	100%	6.8%	0%
Attended Prebid	Yes	Yes	Yes	Yes

****

****

Opening Date: 08/17/17 **Bid No.: 17-035**

FINAL VENDOR REFERENCE LIST

19TH AVENUE AND BLACKSHEAR AVENUE OUTFALL AT BAYOU TEXAR PROJECT

ENGINEERING

Vendor	Name	Address	City	St	Zip Code	
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	SMWBE
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
042045	CHAVERS 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
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	Y
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	Y
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
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 18432	PENSACOLA	FL	32523	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	Y
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
70385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
001597	HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
060344	PENSA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	890 S PLALFOX ST STE 202	PENSACOLA	FL	32502	N

Opening Date: 08/17/17 **Bid No.: 17-035**

FINAL VENDOR REFERENCE LIST

19TH AVENUE AND BLACKSHEAR AVENUE OUTFALL AT BAYOU TEXAR PROJECT

ENGINEERING

Vendor	Name	Address	City	St	Zip Code	
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
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	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	Y
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKE DBA V A WALKE GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTOR	PO BOX 9607	PENSACOLA	FL	32513	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
070332	WILLIAMS INDUSTRIAL & MARINE	P O BOX 294	WESTVILLE	FL	32464	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y

Vendors: 81

19TH. AND BLACKSHEAR STORMWATER TREATMENT ENHANCEMENT PROJECT

N
W E
S

PENSACOLA

THE UPSIDE of FLORIDA

DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00371 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID #17-037 CLEMATIS STREET AT CARPENTER CREEK STORMWATER TREATMENT ENHANCEMENT PROJECT

RECOMMENDATION:

That City Council award Bid # 17-037 Clematis Street at Carpenter Creek Stormwater Treatment Enhancement to BKW, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $416,173.45, plus 10% contingency of $41,617.35 for a total amount of $457,790.80. Further, that City Council authorize the Mayor to execute the contract and take all action necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project consist of stormwater management improvements on Clematis Street within the Carpenter's Creek drainage basin for the City of Pensacola. These improvements include the installation of an underground proprietary stormwater treatment unit and associated storm structures for enhanced stormwater pollutant removals prior to discharging into the creek. All work will be constructed east of 9th Avenue at the intersection of Euclid Street and Clematis Street and will be within the City right of way. The proposed improvements will be built to meet all applicable standards and specifications from the City of Pensacola and Northwest Florida Water Management District (NWFWMD).

PRIOR ACTION:

None

FUNDING:

Budget:	$ 637,700.00	
Actual:	$ 416,173.45	Construction Contract
	41,617.35	10% Contingency
	4,573.00	Engineering Design/Permitting

70,000.00	Engineering Management/Inspection (Estimate)
10,000.00	Construction Testing/Misc. (Estimate)
$ 542,363.80	TOTAL

FINANCIAL IMPACT:

The total budget for this project is $637,700.00 and is funded within the Stormwater Capital Projects Fund. To date, $44,131.10 has been expended for completed items related to Surveying, Engineering Design, Studies and Permitting leaving a balance of $593,568.90. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

9/25/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Bid Tabulation, Bid No. 17-037
2) Final Vendor Reference List, Bid No. 17-037
3) Map, Clematis Street at Carpenter Creek Stormwater Treatment Enhancement Project

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-037

TITLE: CLEMATIS STREET AT CARPENTER CREEK STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: September 7, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Engineering	BKW, INC. Pensacola, FL	J. MILLER CONSTRUCTION, INC. Pensacola, FL	BROWN CONSTRUCTION OF NWFL Pensacola, FL
Base Bid	$416,173.45	$531,310.00	$759,987.04
M/WBE Participation	100%	5%	1.8%
Attended Prebid	Yes	Yes	Yes

****

****

Opening Date: 09/07/17 **Bid No.: 17-037**

FINAL VENDOR REFERENCE LIST

CLEMATIS STREET AT CARPENTER CREEK STORMWATER TREATMENT ENHANCEMENT

ENGINEERING

Vendor	Name	Address	City	St	Zip Code	M/WBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
065013	BKW INC	5615 DUVAL STREET	PENSACOLA	FL	32503	W
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	M
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	N
058302	CONTECH	182 MONTGOMERY STREET	SANTA ROSA BEACH	FL	32455	N
060876	CREATIVE PUBLIC AMENITIES	1317 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	N
036146	CRONIN CONSTRUCTION INC	913 GULF BREEZE PARKWAY STE 12	GULF BREEZE	FL	32561	M/W
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
032038	EVANS CONTRACTING INC	289 NOWAK RD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	N
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	W
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	M
053862	GFD CONSTRUCTION INC	8777 ASHLAND AVE	PENSACOLA	FL	32514	N
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	N
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	N
055520	GULF COAST UTILITY CONTRACTORS	13938 HIGHWAY 77	PANAMA CITY	FL	32409	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
050489	HAILE, MICHAEL JACKSON DBA THE HAILE COMPANY OF NW FL INC	PO BOX 13425	PENSACOLA	FL	32591	N
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
001597	HEATON BROTHERS CONSTRUCTION CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	N
049240	J MILLER CONSTRUCTION INC	201 SOUTH "F" STREET	PENSACOLA	FL	32501	N
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	N
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	N
058801	M & H CONSTRUCTION SVCS INC	4782 MALLARD CREEK ROAD	PENSACOLA	FL	32526	M
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	N
053467	MIDSOUTH PAVING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
049208	NWF PAVING AND BLACK TOP INC	3709 WEST BRAINERD STREET	PENSACOLA	FL	32505	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
002720	PANHANDLE GRADING & PAVING INC	2665 SOLO DOS FAMILIAF	PENSACOLA	FL	32534	N
030951	PAV'R CONSTRUCTION INC	501 EAST GREGORY ST STE 3	PENSACOLA	FL	32502	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	N

Opening Date: 09/07/17 **Bid No.: 17-037**

FINAL VENDOR REFERENCE LIST

CLEMATIS STREET AT CARPENTER CREEK STORMWATER TREATMENT ENHANCEMENT

ENGINEERING

Vendor	Name	Address	City	St	Zip Code	M/WBE
000225	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	N
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	N
066152	PRINCIPLE PROPERTIES INC	4371 MARILYN COURT	GULF BREEZE	FL	32563	W
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	M
050307	QCFS MANAGEMENT GROUP INC	3326 NORTH W STREET	PENSACOLA	FL	32505	N
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
021834	RANDALL CHAVERS SEPTIC TANK INC DBA R & L PRODUCTS	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	N
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
067564	ROBERSON UNDERGROUND UTILITY LLC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	N
052761	SEASIDE GOLF DEVELOPMENT INC	312 N DAVIS HWY	PENSACOLA	FL	32501	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	N
045247	TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	N
002839	TERHAAR & CRONLEY GENERAL CONTRACTOR INC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE INC	213 EAST YONGE STREET	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
022290	VICTOR A WALKE DBA V A WALKE GENERAL CONTRACTOR	10235 LILLIAN HIGHWAY	PENSACOLA	FL	32506	N
030096	W D ROGERS MECHANICAL CONTRACTORS INC	3018 NORTH DAVIS HWY	PENSACOLA	FL	32503	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
070332	WILLIAMS INDUSTRIAL	902 SOUTH MCGEE ROAD	BONIFAY	FL	32425	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	N

Vendors: 81

CLEMATIS STREET AT CARPENTERS CREEK

N
W E
S

PENSACOLA
THE UPSIDE of FLORIDA

DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00527 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID# 17-033 - PORT OF PENSACOLA WAREHOUSE #1 MODIFICATION PROJECT

RECOMMENDATION:

That City Council award ITB # 17-033 Port of Pensacola Warehouse #1 Modification to Emerald Coast Constructors Inc., the sole bidder with a base bid of $1,495,383.90 plus a 5% contingency of $74,769.20 for a total amount of $1,570,153.10 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:

The Port of Pensacola was awarded a State of Florida economic development grant to modify an existing warehouse to install overhead cranes. The contemplated improvements will result in an additional marketable asset for the port.

The Warehouse #1 Modification Project consists of the addition of two new overhead bridge cranes and requires the fabrication and erection of a structural steel crane runway system. To accommodate the required lift height for the high bay crane, a portion of the existing warehouse roof will be removed and a new pre-engineered metal building will be installed in the area of the high bay crane. New foundations and associated demolition will be required to support the metal building frames and the low bay crane runway steel. Electrical upgrades will be required to provide lights for the new high bay area and to provide power for the new bridge cranes.

The original grant acceptance approved in early 2013 called for the overhead crane facility improvements to be constructed in Warehouse #9. The original project also included improvements to dockside utility infrastructure (additional shore power and sanitary sewer stations) at Berths 1 and 2, if total project funding was sufficient to do so.

Following preliminary geotechnical and engineering work at the Warehouse #9 site, it was determined that this was not a suitable location for the overhead crane facility and the project should be relocated to Warehouse #1. Additionally, early cost estimates indicated that construction of the overhead crane facility, which was the

primary project under the grant, would require the entire $2 million in project funding and that construction of the originally-contemplated dockside utility improvements would not be possible. An amendment to the Project Fund Agreement, fully executed between the City and FDOT on June 4, 2015, revised the project scope to document and authorize these changes.

PRIOR ACTION:

June 14, 2012 - Council approved Resolution 23-12, a mid-year supplemental budget resolution appropriating the grant funds into the Port's capital budget.

January 10, 2013 - Council approved Resolution 01-13 formally accepting the grant and authorizing the Mayor to execute all documents necessary thereto.

FUNDING:

Budget:	$2,000,000	State of Florida Grant
	17,555	Port Funding (only if needed for contingency)
Total	$2,017,555	

Actual:	$ 192,817	Warehouse #9 location engineering
	14,142	Warehouse #9 location miscellaneous expenses
	206,959	Sub-total Warehouse #9 location expenses
	1,495,384	Warehouse #1 location construction bid price
	74,770	Warehouse #1 location 5% construction contingency
	225,442	Warehouse #1 location A&E contract
	5,000	Warehouse #1 location Engineering Management (estimated)
	10,000	Warehouse #1 location miscellaneous expenses (estimated)
	1,810,596	Sub-total Warehouse 1 location expenses
Total	$2,017,555	

FINANCIAL IMPACT:

Grant funding in the amount of $2,000,000 has been appropriated for this project. To date, $433,720.92 has been previously expended or is currently encumbered for the project leaving an available balance of $1,566,279.08 to complete the project. Port funding of up to $17,555 will make up any shortfall, should it occur.

CITY ATTORNEY REVIEW: Yes

9/15/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

Amy Miller, Port Director

ATTACHMENTS:

1) Tabulation Sheet, Bid # 17-033
2) Vendor Reference Sheet, Bid # 17-033

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-033
TITLE: PORT OF PENSACOLA WAREHOUSE #1 MODIFICATION

OPENING DATE: July 27, 2017 OPENING TIME: 2:30 P.M. DEPARTMENT: Port	EMERALD COAST CONSTRUCTORS, INC. Pensacola, FL
Option 1	$1,495,383.90
Option 2	$1,606,376.23
Additive Alternate 1	$177,800.00
Additive Alternate 2	$121,900.00
Attended Prebid	Yes

****

****

Opening Date: 07/27/17 **Bid No.: 17-033**

FINAL VENDOR REFERENCE LIST

PORT OF PENSACOLA WAREHOUSE #1 MODIFICATION

PORT

Vendor	Name	Address	City	St	Zip Code	M/WBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	N
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	N
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	N
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	N
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	N
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	N
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	N
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	N
049241	CASSIDA CONSTRUCTION CO LLC	4240 BERRYHILL ROAD	PACE	FL	32571	Y
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	N
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	N
044571	CHRISTOPHER'S MARINE CONTRACTI	1774 SUNNY OAK STREET	GULF BREEZE	FL	32563	N
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	N
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	N
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	N
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	N
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	N
029979	DALES MARINE CONSTRUCTION INC	1773 ABERCROMBIE RD	GULF BREEZE	FL	32563	N
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	N
070801	DESHAZO CRANE CO	5635 IRON WORKS RD	THEODORE	AL	36582	N
062631	DOMINGUEZ-GREEN INC DBA DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	N
049947	EMERALD COAST CONSTRUCTORS INC	56 SOUTH ALCANIZ STREET	PENSACOLA		32502	N
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
058842	EVERS COMMERCIAL SERVICES OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
070800	FLORIDA HANDLING SYSTEMS	2651 STATE ROAD 60 WEST	BARTOW	FL	33830	N
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	N
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	N
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	N
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	N
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE	PENSACOLA	FL	32501	N
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	N
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	N
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	N
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	N
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	N
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	N

Opening Date: 07/27/17 **Bid No.: 17-033**

FINAL VENDOR REFERENCE LIST

PORT OF PENSACOLA WAREHOUSE #1 MODIFICATION

PORT

Vendor	Name	Address	City	St	Zip Code	M/WBE
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	N
010677	LARRY HALL CONSTRUCTION INC	P O BOX 2408	PACE	FL	32571	N
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	N
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	N
035623	MCCOY, MARCUS DBA MAVERICK DEMOLITION & LAND CLEARING	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
070799	MEJIA INTERNATIONAL GROUP CORP	5752 NW 119TH DRIVE	CORAL SPRINGS	FL	33076	N
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	N
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	N
059552	NOVA ENGINEERING & ENVIRONMENTAL LLC	3640 KENNESAW N INDSTRL PKWY E	KENNESAW	GA	30144	N
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	N
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	N
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	N
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	N
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	N
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	N
057937	ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	N
025349	SANDERS BROTHERS ELECTRIC INC	8195 KIPLING STREET	PENSACOLA	FL	32514	N
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	N
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	N
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	N
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	N
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	N
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	N
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	N
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	N
030096	W D ROGERS MECHANICAL CONTRACTOR	PO BOX 9607	PENSACOLA	FL	32513	N
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	N
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	N
045140	WIT CONSTRUCTION SVCS LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N

Vendors: 82

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00514 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

URBAN INFILL HOUSING DEVELOPMENT INITIATIVES INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

RECOMMENDATION:

That City Council approve the Urban Infill Housing Development Initiatives Interlocal Agreement with Escambia County Housing Finance Authority. Further, that City Council authorize the Mayor to execute all documents relating to the initiative's implementation and administration.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Interlocal Cooperation Act of 1969 permits local government units to enter into interlocal agreements to make the most efficient use of their powers and resources and to provide services in the manner best suited to serve the needs and facilitate development of local communities. The partnership established by this interlocal agreement between the City of Pensacola and Escambia County Housing Finance Authority, a regional not-for-profit affordable housing provider, will enhance the ability of both parties to develop workforce housing in the community. Joint participation in the Urban Infill Housing Development Initiatives Interlocal Agreement will allow both parties to develop workforce housing which will support redevelopment initiatives within the community and strengthen the tax base within the City.

This agreement provides the framework for the City of Pensacola and Escambia County Housing Finance Authority to jointly participate in the Housing Finance Authority's Urban Infill Revolving Loan Program. The workforce housing produced through the Urban Infill Revolving Loan Program will be made available to low, moderate, and middle income families who wish to purchase housing within the City limits. The City may provide property suitable for development, support staff, and technical expertise to implement the program with the Housing Finance Authority providing construction financing and program oversight.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

After recovery of fixed expenses, any proceeds from the sale of property to a qualified buyer will be split equally between the City of Pensacola and the Escambia County Housing Finance Authority. The City's portion of the proceeds will be allocated to the Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

8/29/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Urban Infill Housing Development Initiatives Interlocal Agreement with Escambia County Housing Finance Authority

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR URBAN INFILL HOUSING DEVELOPMENT INITIATIVES

This Agreement is made and entered into this **_____** day of **_____, 20____**, (but effective as of _____)("Effective Date") by and between the City of Pensacola, a municipal corporation of the State of Florida ("City") and Escambia County Housing Finance Authority, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes ("Housing Finance Authority") (singularly and individually, "Party," and jointly, "Parties"), under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat.

RECITALS:

A. Pursuant to the provisions of Chapter 159 Part IV, Florida Statutes, the Housing Finance Authority has implemented the Urban Infill Revolving Loan Program (the "Program") to provide financing for the development of workforce housing.

B. City and Housing Finance Authority desire to jointly cooperate in the Program by combining resources and technical expertise to enhance the development of workforce housing for low, moderate, middle income residents and contribute to the redevelopment initiatives of the City.

C. On _____, the City Council of the City of Pensacola authorized the Mayor to execute this Agreement with Escambia County Housing Finance Authority, under the terms and conditions set forth herein, and further, execute all other documents as may be necessary or convenient in administering the same.

D. On _____, the Escambia County Housing Finance Authority Board authorized the Escambia County Housing Finance Authority to enter into this Agreement with City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Parties agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall commence on Effective Date and shall continue until terminated.

3. **TERMINATION:** This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.

4. **ADMINISTRATION OF AGREEMENT:** Agreement shall be administered by contract managers to be designated by each party.

5. **SCOPE OF SERVICE:** Parties agree to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "A" entitled Scope of Services attached hereto, which by this reference is incorporated into and made a part of this Agreement.

6. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds, continued authorization for program activities, and final expenditure approval by each Party.

7. **PUBLIC RECORDS:** Parties individually agree to assume responsibility for maintaining all records as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL) and allow access by the public, at all reasonable times, to all documents pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statues, subject to disclosure under applicable law. Parties expressly agree specifically that the contracting parties shall comply with the requirements within Exhibit B, attached hereto and incorporated by reference. Failure or refusal by either Party to comply with the provisions of this section shall result in the immediate cancellation of this Agreement.

8. **INDEMNIFICATION:** Each party to this Agreement shall be responsible for the acts and omissions of its respective employees and agents in the performance of this Agreement, and the activities contemplated hereby, to the extent permitted by law. Nothing contained herein shall be construed as

modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Parties under Section 768.28, Florida Statutes, and other sovereign immunity limitations of applicable law. Nothing herein shall be construed as a consent by the Parties to be sued in any manner arising out of any contract.

9. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the following:

City of Pensacola

Ashton J. Hayward, III, Mayor
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502-5743
Phone: (850) 435-1626
E-mail: ahayward@cityofpensacola.com

and in the case of the Escambia County Housing Finance Authority

Executive Director
Escambia County Housing Finance Authority
700 South Palafox Street, Suite 310
Pensacola, Florida 32502
Phone: (850) 432-7077
Fax: (850) 438-5205
E-mail: pat.lott@escambiahfa.com

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Parties agree to comply with and observe all applicable laws in performance of their respective duties pursuant to this Agreement, including the provisions of Florida Statute Chapter 112, Public Officers and Employees Parts I, II, and III.

11. **NONDISCRIMINATION:** Parties to this Agreement warrant that all activities associated with the Program shall be available to the public in a non-discriminatory manner. Activities completed under

the Program and access thereto shall be available without regard to race, color, national origin, religion, sex, familial status, disability, age, marital status, or gender. Further Parties accept responsibility for ensuring such non-discriminatory access to the Program by their respective elected officials and officers, employees, agents, and representatives.

12. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the state courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. The prevailing party in any action, claim or proceeding arising out of this Agreement shall be entitled to its reasonable Attorney's fees and costs from the losing party.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement shall become effective, after being properly executed by the Parties, when filed in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County.

13. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

SIGNATURE PAGES TO FOLLOW

Remainder of Page Intentionally Left Blank)

FOR THE CITY OF PENSACOLA:

CITY OF PENSACOLA, a municipal corporation chartered in the State of Florida

ATTEST:

By: _____
Ashton J. Hayward, III, Mayor

_____
Ericka L. Burnett, City Clerk

Date: _____

(SEAL)

APPROVED AS TO CONTENT:

_____
Marcie Whitaker, Housing Administrator

LEGAL IN FORM AND VALID AS DRAWN:

_____
City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

(SEAL)

ATTEST:

_____
Robert C. Maloy, Secretary

By: _____
Sandra J. Ward, Chair

Approved as to legal sufficiency:

_____
By: Patricia D. Lott, Executive Director and General Counsel

Date:_____

EXHIBIT A
SCOPE OF SERVICES

INFILL HOUSING REVOLVING LOAN PROGRAM

TARGETING NEW CONSTRUCTION/OF OWNERSHIP HOUSING ON VACANT INFILL PARCELS
LOCATION: CITY OF PENSACOLA

1. Purpose

To stimulate investment in the urban areas of the City of Pensacola by offering financial incentives that will encourage the proactive redevelopment of abandoned or vacant urban infill properties by private and non-profit builders or developers for the benefit of income eligible homebuyers.

2. Approach

Utilizing Housing Finance Authority, City and private resources, this Strategy encompasses:

a. Identification and evaluation of urban infill sites suitable for the production of newly constructed single-family housing; and

b. Attaining control or ownership of properties, through acquisition, donation, or other means as may be appropriate, that support the overall infill housing and redevelopment goals established in plans of the Housing Finance Authority and Community Redevelopment and Local Housing Assistance Plans of the City of Pensacola.

3. Strategy Design/Implementation

The Housing Finance Authority's intent is to integrate affordable housing production efforts of area lenders, builders/developers, non-profit organizations, local governments and neighborhood groups/ associations, with the long-term vision and plans for development of quality affordable (workforce) ownership housing. The Strategy requires the combination of <u>three distinct elements</u> into a well-reasoned, flexible package that will ultimately produce quality new housing at reasonable prices generally affordable to families with gross income below levels identified in Attachment A of this Agreement, and in priority locations that foster collateral investment. Each element is briefly discussed as follows;

a. <u>Infill Property Identification/Evaluation</u>:

The City Housing Division will assist the Housing Finance Authority in identifying and, if necessary, prioritizing properties to be targeted for infill housing development. This will include identification of any suitable properties owned by the subject jurisdiction for which clear title can be assured or attained at reasonable cost.

b. <u>Eligible Property</u>:

Buildable infill properties/lots with proper zoning and clear insurable title will be evaluated and, if deemed appropriate for this Program by the Housing Finance Authority, acquired by the City

for the purpose of the production of infill workforce housing for income eligible homebuyers as defined elsewhere in this Agreement.

At the City's option, Eligible Properties will be deeded to the Housing Finance Authority to construct homes on their infill properties/lots in keeping with the pre-approval requirements, construction price and sales price limitations and income limitations for homebuyers prescribed in this Agreement. In support of Program goals, the City may provide a discount on parcel price from zero to 100 percent. All such parcels shall have clear, insurable title. After recovery of fixed expenses, any proceeds from the sale of the property will be split equally between the City and Housing Finance Authority. As security for payment for the real property and for the interim construction loan provided by the Housing Finance Authority to the Participating Builder, the Participating Builder shall execute a mortgage and note in favor of the Housing Finance Authority as their interests may appear prior to initiating construction on the property. Final decisions regarding commitment of funds from the Housing Finance Authority's Urban Infill Revolving Loan Program for use on such Participating Builder owned properties/lots shall solely rest with the Housing Finance Authority, as represented by its Contract Manager.

c. <u>Construction of Homes on Acquired or Committed Urban Infill Properties/Lots:</u>

Construction of homes shall be accomplished by working closely with private and non-profit builders/developers (herein collectively "Participating Builders") who formally commit to construct housing on acquired or committed properties. Pursuant to a publicly noticed process, the Housing Finance Authority has previously obtained Letters of Interest from Participating Builders who wish to participate in the Urban Infill Revolving Loan Program. If a fixed price approach will be used for a particular property, proposals will be solicited pursuant to a public competitive process. Participating Builders who respond and meet the requirements stipulated in the Request for Letters of Interest (the "RLI") will execute the Urban Infill Revolving Loan Agreement with the Housing Finance Authority.

4. Redevelopment Incentive(s).

Housing Finance Authority funds have been allocated by the Board of the Housing Finance Authority to support the Urban Infill Revolving Loan Program. To encourage wide participation, Housing Finance Authority funds of up to $100,000 per single family housing unit which shall be loaned to Participating Builders who execute the Urban Infill Revolving Loan Program Agreement and perform in accordance with the terms outlined therein.

In the event that the City has identified and prequalified a buyer for the property, the Urban Infill Revolving Loan Program Agreement may provide for a fixed construction and sales price. In such event the loan for such construction may be increased to an amount up to $150,000.

5. Limitations and Eligibility Requirements.

Housing units developed with Housing Finance Authority, SHIP, HOME or City Program assistance must meet the statutory or regulatory requirements of the respective governing Program(s). This will require that Participating Builders, their designated lender(s) and realtor(s) work closely with the Housing Finance Authority and City staff to ensure that all homes benefiting from Housing Finance Authority financing are sold to homebuyers meeting the applicable Program's income eligibility requirements and program guidelines.

a. Families must have gross incomes that are below the limits stipulated in Attachment A of this Interlocal Agreement, depending upon the source of funds accessed for benefit of the ultimate homebuyer(s). Housing Finance Authority, SHIP, HOME, and City income limits are all provided in Attachment A, which may be updated from time to time.

b. Unless a waiver is obtained from the City and the Housing Finance Authority, families must be "first-time" homebuyers (defined as a potential mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the date a mortgage is executed under the Program, as defined in the Master Origination Agreement applicable to the Authority's first-time homebuyer Program(s). A maximum housing unit sale price must be agreed upon prior to commencement of construction. The first-time homebuyer requirement shall be automatically waived for buyers who are qualified for and assisted through the HOME or City Programs.

c. Families must be credit worthy as defined by Housing Finance Authority first-time homebuyer Program requirements and the mortgage origination standards of FHA, VA, RD and/or Freddie Mac standards as necessary to secure a first mortgage adequate to culminate the home purchase.

ATTACHMENT A
(Section 1)

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
FIRST TIME HOMEBUYER PROGRAM

MAXIMUM INCOME ELIGIBILITY LIMITS
FOR LOW, MODERATE AND MIDDLE INCOME PERSONS/FAMILIES
(Current: August 1, 2017)

Maximum Income Limits:

Non-Targeted Areas:
1-2 Family members: $62,000
3+ Family members: $71,300

Targeted Areas (*see note below*):
1-2 Family members: $74,400
3+ Family members: $86,800

NOTE: Approved Target Areas in Escambia County for the Authority's Program can be viewed/located at:
Escambia County HFA Targeted Areas

ATTACHMENT A
(Section 2)

CITY OF PENSACOLA/ESCAMBIA COUNTY
2017 INCOME GUIDELINES
Escambia/Pensacola SHIP First Time Homebuyer Program
***City of Pensacola Homebuyer Incentive Program**
(Effective Date: April 14, 2017)

# PERSONS IN FAMILY	Low Income 80%	Moderate Income 120% (SHIP and City Maximum)
1	34,750	52,080
2	39,700	59,520
3	44,650	66,960
4	49,600	74,400
5	53,600	80,400
6	57,550	86,400
7	61,550	92,280
8	65,500	98,280
9	69,440	104,160
10	73,408	110,112

*****The City of Pensacola may provide funding to assist qualifying essential service personnel to purchase homes within the City limits.

CITY OF PENSACOLA/ESCAMBIA COUNTY
2017 INCOME GUIDELINES
Escambia/Pensacola HOME Homebuyers Program
(Effective Date: April 14, 2017)

# PERSONS IN FAMILY	Low Income 80% (HOME Maximum)
1	34,750
2	39,700
3	44,650
4	49,600
5	53,600
6	57,550
7	61,500
8	65,500
9	69,440
10	73,408

EXHIBIT B

PUBLIC RECORDS: Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

A. Keep and maintain public records required by the City of Pensacola (hereinafter "City") to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Recipient does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to City upon completion of the Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of the Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00525 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT - APPROVAL OF TERMINAL BUILDING LEASE AGREEMENT WITH AVIONICS SOLUTIONS LLC

RECOMMENDATION:

That City Council authorize the Mayor to execute a Terminal Building Lease Agreement with Avionics Solutions LLC at Pensacola International Airport. Further, that City Council authorize the Mayor to take all necessary actions to execute the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The airlines serving the Pensacola International Airport contract with Avionics Solutions, LLC to provide certain on-call maintenance services for their aircraft. To support their activity, Avionics Solutions wishes to lease a small amount of space within the terminal building from which they can better operate and be in closer proximity to the aircraft they service. A space approximately 145.5 square feet is available on the ground floor of the concourse.

PRIOR ACTION:

August 11, 2016 - City Council authorized the Mayor to execute written consent allowing Pensacola Aviation Center to sublease portions of their leased premises to Avionics Solutions LLC.

FUNDING:

Budget: $0

Actual: $5,801.09

FINANCIAL IMPACT:

Avionics Solutions LLC will pay a terminal building rental rate identical to the rate charged the non-signatory

air carriers.

CITY ATTORNEY REVIEW: Yes

9/17/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Avionics Solutions LLC Terminal Building Lease Agreement

PRESENTATION: No

TERMINAL BUILDING LEASE AGREEMENT BETWEEN
THE CITY OF PENSACOLA
AND
AVIONICS SOLUTIONS LLC

THIS LEASE AGREEMENT ("Lease") made and entered into this _____ day of _____, 2017, by and between the City of Pensacola, a municipal corporation of the State of Florida with the address of 222 W. Main Street, Pensacola, Florida 32502 ("City"), AVIONICS SOLUTIONS LLC, a Florida limited liability company authorized to do business in the State of Florida with the business address of 113 Borman Drive, Lafayette, Louisiana 70508 ("Lessee")"" collectively referred to as "parties".

WITNESSETH:

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

WHEREAS, the Lessee desires to lease from the City property in the terminal building of the Airport for operating space, other related facilities, and general offices as negotiated by the parties; and

WHEREAS, the parties now desire to enter into a lease upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration One Hundred Dollars ($100), the receipt and sufficiency of which is hereby acknowledged by the parties, and of the premises, and of the mutual covenants and agreements and the payment of money herein contained, the City and Lessee do hereby mutually undertake, promise, and agree as follows:

I. Recitals.

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

II. Leased Premises.

City hereby leases to Lessee, and Lessee hereby leases from the City, approximately 145.5 square feet of space inside the Airport terminal building as located and depicted on Exhibit "A" attached hereto and incorporated herein by this reference, such leased space hereinafter referred to as the "Leased Premises."

The Leased Premises shall be taken by Lessee in AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Lessee's sole cost and expense. It is the express intention of the parties hereto that the Lessee's

improvements, use and occupancy of the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Lessee.

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

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

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

Lessee shall have the duty to promptly notify the Airport Director or his or her authorized designee of any conditions or events that would necessitate maintenance, repair, or replacement obligations.

III. Rents and Fees.

In consideration of the rights and privileges herein granted, the Lessee hereby covenants and agrees to pay the City upon commencement of this Lease a monthly rental rate identical to that square foot rental rate charged to the non-signatory air carriers. The rental rate for the Leased Premises shall be adjusted annually on October 1st. The City shall provide the Lessee notification of the adjusted lease rate thirty (30) days prior to the effective date of the change.

Pursuant to the above, the Parties agree the lease monthly rental rates for the first year shall be as follows:

Leased Premises:

Time Period	Rate Per Sq. Ft.	Sq. Ft.	Annual	Monthly
11/01/2017-09/30/2018	$39.87	145.5	$5,801.09	$483.42

Lessee agrees to pay rent due to the City, without invoice, in advance on or before the first day of the month for which rent is due. Rent for periods less than one month shall be prorated on a daily basis (365 day year). In accordance with Florida law, every person who rents or leases any real property or who grants a license to use, occupy, or enter upon any real property is exercising a taxable privilege. Lessee shall be responsible for adding the applicable state and local sales tax to all rental payments. The monthly rent payment shall clearly indicate what amount of the total payment is for

rent and what amount is for state and local sales tax. In the event Lessee is a tax exempt entity, Lessee shall not be required to add applicable state and local sales tax to the rental payments.

Rent payments shall be made payable to the City of Pensacola and forwarded to the office of the Airport Director.

IV. Utilities.

The Lessee shall be solely liable for the cost of all utility consumption on the Leased Premises and the Lessee shall obtain separate meters accordingly with the exception of utility consumption for the Leased Premises inside the Terminal Building. During the term of this Agreement, the City shall provide existing light, heat, air-conditioning, and electricity for the Terminal building. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. Any additional requirements Lessee may have shall be the responsibility of the Lessee.

The City reserves the right to invoice the Lessee for its prorata share of power, air conditioning and heating costs. The Lessee shall be solely liable for the cost of any data and voice services required and the Lessee shall obtain a separate account accordingly.

V. Term, Renewal, and Termination.

The Parties hereby agree the Term of this Agreement shall be for three (3) years, commencing on November 1, 2017 and expiring midnight on September 30, 2020. The Parties agree that upon written first renewal request to the City by Lessee, such request received by the City no later than thirty (30) days prior to the expiration of this Lease, the Parties may mutually consent to a first renewal for a one (1) year renewal term, and the Parties further agree that upon written second renewal request to the City by Lessee, such request received by the City no later than thirty (30) days prior to the expiration of the first renewal year, the Parties may mutually consent to an additional second renewal for a one (1) year second renewal term, provided however, both Parties expressly acknowledge no renewal shall be considered by either Party as mandatory or automatic. Lessee acknowledges that the Leased Premises are located in the Airport terminal building and the Lease itself is contingent upon other operations at the Airport, and thus agrees the City may terminate this Agreement by giving Lessee (30) days written notice.

VI. Right of Entry.

a. Right of Entry and Inspection: The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises at all times:
    i. To inspect the areas to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease; and

ii. To perform maintenance and make repairs in any case where Lessee is obligated but has failed to do so; and
iii. To perform any and all things which the Lessee is obligated to and has failed after reasonable notice so to do; and
iv. In the exercise of Lessee's police powers; and
v. As necessary for Airport business and operations or pursuant to any term or condition of this Lease in the sole discretion of the Airport Director.

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

VII. Insurance and Indemnification.

General:

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

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

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

Insurance Requirements:

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

A. Commercial General Liability Coverages:

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of $1,000,000 per occurrence, and per accident,

combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

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

Certificates of Insurance:

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

Insurance of the Contractor Primary:

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

provisions of the agreement.

Loss Control and Safety:

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

Hold Harmless:

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

VIII. Compliance with Rules and Regulations.

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

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

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

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

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

IX. Supervision of Employees, Parking.

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

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

X. Signs.

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

XI. Assignment.

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

XII. No Waiver by City.

A failure by City to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or

with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

XIII. Surrender Upon Termination.

Upon the expiration or termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises. Lessee warrants to City that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee, Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by City for City's own benefit, Lessee shall pay to remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the City harmless therefrom. Excepting personal property of Lessee, upon surrender, City may in the Airport Director's sole discretion, assume ownership of any fixture or property within the Leased Premises or require Lessee, at Lessee's sole cost and expense to remove any property or fixture.

XIV. Subordination.

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

XV. Attorney's Fees.

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

XVI. Force Majeure.

The City shall not be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor

disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

XVII. Relationship of Parties.

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

XVIII. Notices.

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

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

With an additional copy to:

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

All notices to Lessee shall be mailed to:

_____
_____
_____
_____

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

XIX. Entire Lease.

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

XX. Partial Invalidity.

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

XXI. Successor.

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

XXII. Consents and Approvals.

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

XXIII. Governing Law.

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

XXIV. Venue.

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

XXV. Headings.

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

XXVI. Public Records Act.

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

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

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

LESSEE

Avionics Solutions LLC
(Contractor's Name)

By_____
Member

_____
(Printed Member's Name)

By: _____
Member

_____
(Printed Member's Name

(SEAL)

CITY OF PENSACOLA, FLORIDA

_____
Mayor, Ashton J. Hayward, III

_____
City Clerk, Ericka L. Burnett

Approved As To Substance:

_____
Department Director/Division Head

Legal in form and valid as drawn:

_____
City Attorney

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

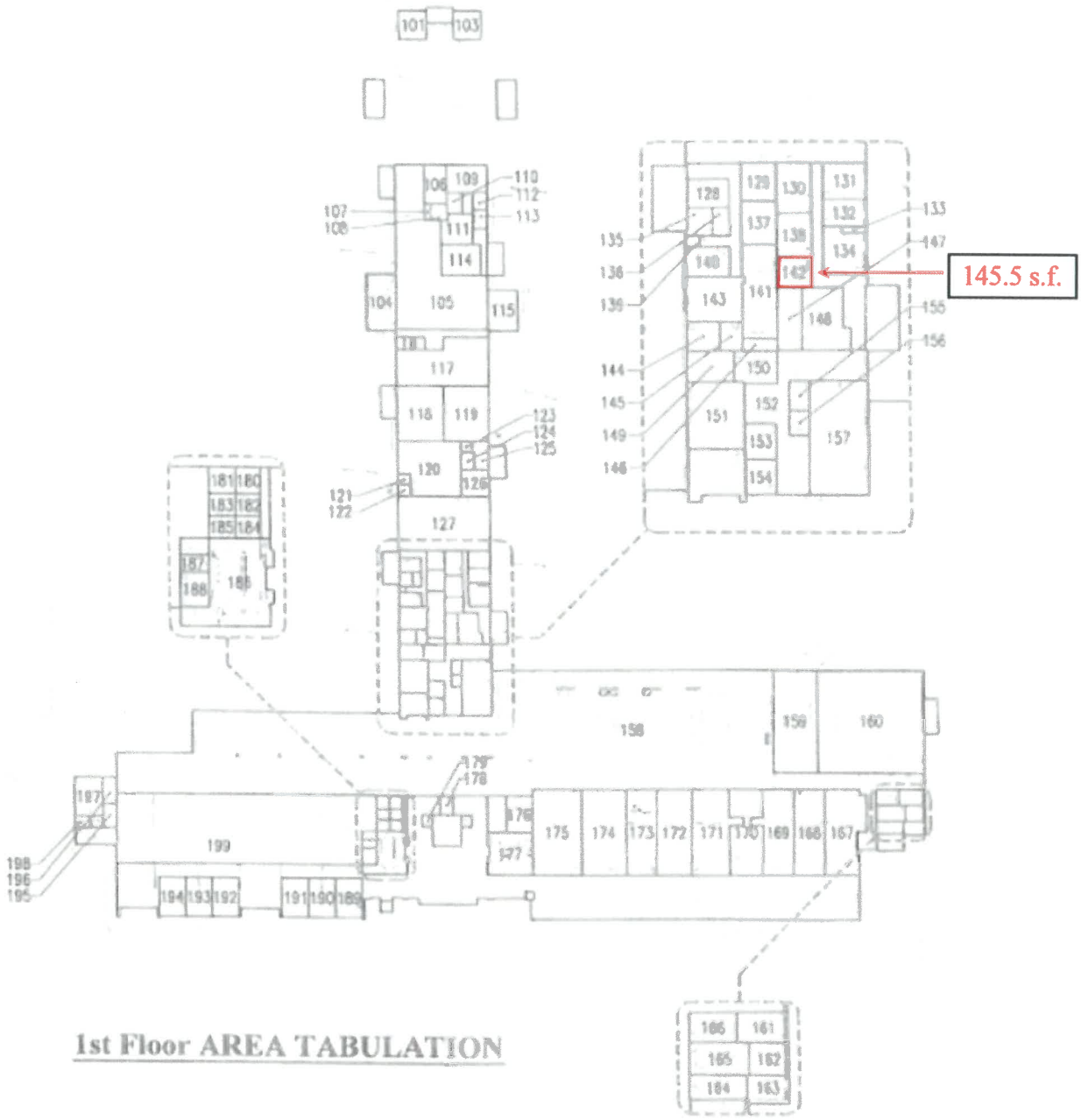
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

EXHIBIT A



1st Floor AREA TABULATION

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00538 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT COMMERCE PARK - PROPERTY ACQUISITION N6116 - COLLEGE HEIGHTS

RECOMMENDATION:

That City Council authorize the purchase of N6116 (Parcel ID#141S292102000001) from Holly D. Terrell for $93,000, closing costs of $1,900, a 5% contingency in the amount of $4,745, moving costs of $5,000, for a total amount of $104,645.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Airport contacted the property owner (Holly D. Terrell) of parcel N6116 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owner, an offer was made based on a fair market value appraisal and a technical review appraisal performed by independent MAI certified appraisers. The offer was subsequently accepted by the property owner.

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

This parcel contains a commercial structure no longer in business and therefore relocation assistance in accordance with federal relocation guidelines is not required. The purchase price, closing/miscellaneous costs, legal fees, 5% contingency, and move costs for commercial fixtures are detailed in the estimated costs for the property on the following page.

PRIOR ACTION:

August 2006 - August 2017 - City Council approved the purchase of 91 residential and 24 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:	$ 93,000	Purchase Price
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	500	Estimated Survey
	$ 94,900	Sub-Total
	4,745	5% Contingency
	5,000	Move Costs
	$ 104,645	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds.

CITY ATTORNEY REVIEW: Yes

9/12/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Airport Commerce Park Map, Updated September 2017
2) Summary Appraisal Report, Client File #N6116
3) Technical Appraisal Review, #N6116

PRESENTATION: No

Pensacola International Airport

Airport Commerce Park

Updated September 2017

City Limits

Indicates Acquired Parcel

Parcel of Interest
N6116

Retail/Office Building
6116 Tippin Avenue
Pensacola, Florida 32504

PART ONE: INTRODUCTION

APPRAISAL REPORT

TITLE PAGE

PROPERTY

Retail/Office Building

LOCATION

6116 Tippin Avenue
Pensacola, Florida 32504

DATE OF VALUE

July 28, 2017

DATE OF REPORT

August 8, 2017

PREPARED FOR

City of Pensacola - Pensacola International Airport
Attn: Mr. Michael B. Laven, CPA, A.A.E.
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

Fruitticher Lowery Appraisal Group
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504

FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

August 8, 2017

City of Pensacola - Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

Attn: Mr. Michael B. Laven, CPA, A.A.E.,
Airport Administration & Contracts Manager

Letter of Transmittal
RE: An Appraisal Report of the Fee Simple Estate in the Retail/Office Building Located at 6116 Tippin Avenue in Pensacola, Florida 32504
(N6116)

Dear Mr. Laven:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the Fee Simple Estate. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be between six to twelve months. I have performed no other 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.

RODGER K.LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445

Appraisal Institute MAI

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

The subject property is the Retail/Office Building located at 6116 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.184 acres or 8,031 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple Estate of the Retail/Office Building located at 6116 Tippin Avenue in Pensacola, Florida 32504 as of the last date of inspection, July 28, 2017, was:

CURRENT MARKET VALUE

NINETY THREE THOUSAND DOLLARS
$93,000

This appraisal is based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments. This appraisal considers no hypothetical conditions.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida 32504. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and title XI of FIRREA. The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please don't hesitate to call.

Respectfully submitted,

Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser RZ#1922
Email – RLowery@FLAG1.Net
Contact Cell Phone – 850-982-9032

TABLE OF CONTENTS

PART ONE: INTRODUCTION II

TITLE PAGE III
LETTER OF TRANSMITTAL IV
TABLE OF CONTENTS VII
SUBJECT PHOTOGRAPH 8
SUMMARY OF SALIENT FACTS AND CONCLUSIONS 9
SCOPE OF THE APPRAISAL PROCESS 11
PROPERTY RIGHTS APPRAISED 12
PURPOSE OF APPRAISAL 13
USE OF APPRAISAL 13
DATE OF VALUE AND OF PROPERTY INSPECTIONS 13
MARKET VALUE DEFINITION AND IMPLICATIONS 14
IDENTIFICATION OF THE PROPERTY 15
HISTORY OF THE PROPERTY 16

PART TWO: DESCRIPTIONS, ANALYSIS AND VALUE CONCLUSIONS 17

GENERAL AREA LOCATION MAP 18
TAXES AND ASSESSMENT ANALYSIS 45
LAND USE PLANNING, ZONING, CONCURRENCY 46
PUBLIC AND PRIVATE RESTRICTIONS 47
ENVIRONMENTAL CONCERNS 47
TAX PLAT 48
SITE DESCRIPTION 51
PHOTOGRAPHS 53
SUBJECT BUILDING FLOOR PLAN 59
DESCRIPTION OF IMPROVEMENTS 60
HIGHEST AND BEST USE 62
EXPOSURE TIME 65
MARKETING TIME 66
THE VALUATION PROCESS 67
SALES COMPARISON APPROACH 68
INCOME APPROACH 82
RECONCILIATION OF APPROACHES 86

PART THREE: CERTIFICATIONS AND ADDENDA 87

CERTIFICATION 88
ASSUMPTIONS AND LIMITING CONDITIONS 89
EXTRAORDINARY ASSUMPTION: 90
HYPOTHETICAL CONDITIONS: 90
POLICY STATEMENT OF THE APPRAISAL INSTITUTE 91
QUALIFICATIONS AS AN APPRAISER 92
ADDENDUM 95

SUBJECT PHOTOGRAPH

View of Subject Property

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PREPARED FOR:	City of Pensacola - Pensacola International Airport
OWNERSHIP:	The property is currently under the ownership of Holly D. Terrell.
USE OF APPRAISAL:	The use of this appraisal will be to aid in the negotiations for the purchase of the property by the City of Pensacola - Pensacola International Airport.
PROPERTY LOCATION:	The property is located at 6116 Tippin Avenue in Pensacola, Florida 32504.
SITE SIZE:	The subject site is 0.184 acres or 8,031 square feet according to the County information.
IMPROVEMENTS:	The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet.
ZONING:	The property is zoned COM. The improvements are a legally conforming use of the property.
ENVIRONMENTAL CONCERNS:	The property is improved with a retail building and appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any wetlands associated with the site.
HIGHEST AND BEST USE:	The highest and best use of the property is the continued use as a retail/office building.
DATE OF VALUE:	The date of value is July 28, 2017, which is the last date of inspection.
ASSESSED VALUE:	$86,297
ANNUAL PROPERTY TAXES:	$1,382.94
PAST DUE TAXES:	$0.00

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (Cont'd.)

PROPERTY RIGHTS APPRAISED:	Fee Simple Estate

VALUE INDICATIONS

LAND VALUE OPINION:	**N/A**
COST APPROACH:	N/A
SALES APPROACH:	$90,200
INCOME APPROACH:	$94,000
FINAL VALUE OPINION:	**$93,000**

This appraisal is based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments. This appraisal considers no hypothetical conditions.

SCOPE OF THE APPRAISAL PROCESS

City of Pensacola - Pensacola International Airport is both my client and the intended user for this report. The use of this appraisal will be to aid in the negotiations for the purchase of the property by the City of Pensacola - Pensacola International Airport. The purpose of this report is to provide an opinion of the current market value of the Fee Simple Estate for the subject property located at 6116 Tippin Avenue in Pensacola, Florida 32504 32566. The current date of value is July 28, 2017, the last date of inspection.

In an effort to meet your requirements as well as conforming to the Uniform Standards of Professional Appraisal Practice (USPAP), a visual inspection was made of the subject land and improvements. The land size information was obtained from the County information and is assumed to be correct. This appraisal is based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments. This appraisal considers no hypothetical conditions.

In addition to the physical inspection, research was conducted on a regional and neighborhood basis in an effort to identify trends and factors which have an effect on area property values. Once these trends and factors were identified, a highest and best use analysis was conducted. Upon determination of the land’s highest and best use, similar improved sales and improved rents were researched for use in the sales comparison approach and income approach to value. The improved sales were extracted from the public records information, confirmed with one of the parties to the sale and then written up in detail in the body of the sales comparison approach to value. They were adjusted for differences and reconciled into a value opinion via this approach. Income and expense information was obtained for use in the income approach to value. The two approaches to value result in separate value estimates with appropriate weight given to each for reconciliation into a final value conclusion. Considering the age of the building and/or the recent lack of meaningful land sales, the cost approach is being eliminated from consideration. As little or no weight would be given to this approach, its elimination would have no negative effects on the final value opinion.

PROPERTY RIGHTS APPRAISED

There are several different types of ownership interest that can be appraised. These include the Fee Simple Estate ownership interest, the Leased Fee ownership interest and the Leasehold ownership interest.

“Fee Simple Estate” has been defined as:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[1]

“Leased Fee Estate” has been defined as:

> "An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease"[2]

“Leasehold estate” has been defined as:

> "The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions."[3]

The property rights that are being appraised are those of the Fee Simple Estate.

---

[1] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 113.

[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 204.

[3] The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 162.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to arrive at a supportable estimate of the market value of the subject property. The objective of this report is to present the data and reasoning used to form this opinion of value.

USE OF APPRAISAL

This appraisal is being prepared for use by City of Pensacola - Pensacola International Airport. The use of this appraisal will be to aid in the negotiations for the purchase of the property by the City of Pensacola - Pensacola International Airport.

DATE OF VALUE AND OF PROPERTY INSPECTIONS

The property was last inspected on July 28, 2017, which is also the current date of value. This report was prepared on August 8, 2017.

MARKET VALUE DEFINITION AND IMPLICATIONS

The definition of market value as currently stated by The Office of the Comptroller of the Currency is as follows:

> "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:
>
> A. Buyer and seller are typically motivated;
>
> B. Both parties are well informed or well advised and each acting in what they consider their own best interest;
>
> C. A reasonable time is allowed for exposure in the open market;
>
> D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
>
> E. 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."[4]

[4] The Office of the Comptroller of the Currency, 12CFR, Part 34

IDENTIFICATION OF THE PROPERTY

PROPERTY ADDRESS: The property is located at 6116 Tippin Avenue in Pensacola, Florida 32504. The subject property is located in the southeast corner of Tippin Avenue and Beaumont Street.

LEGAL DESCRIPTION: See legal description within the Addendum.

OWNER OF RECORD: The property is currently under the ownership of Holly D. Terrell.

TYPE OF OWNERSHIP: Fee Simple Estate

PHYSICAL: The subject property is the Retail/Office Building located at 6116 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.184 acres or 8,031 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet.

HISTORY OF THE PROPERTY

Five Year Sales History – The subject property has remained under the current ownership for more than the past five years.

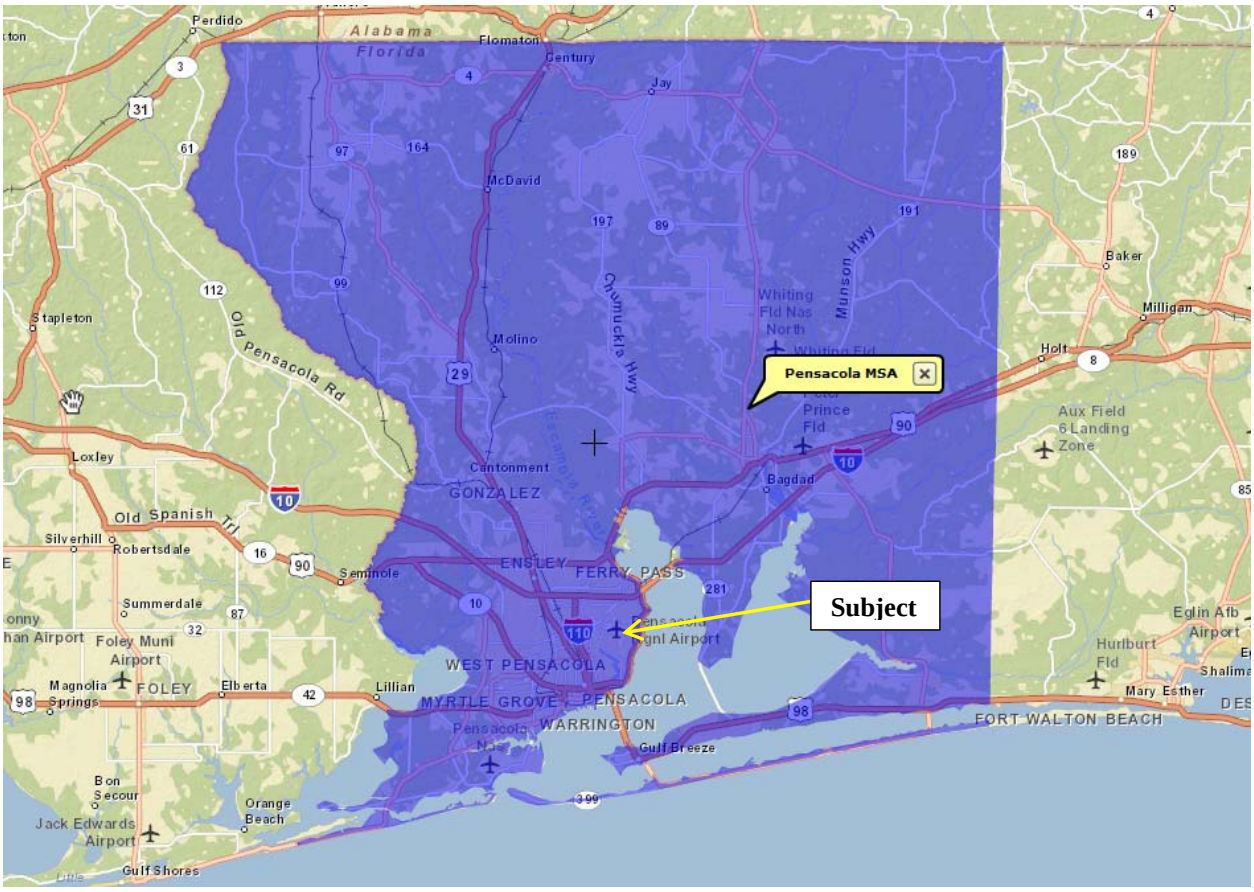
Pending Sales - There currently are no pending sales.

Rental History – The property has remained owner-occupied for more than the past five years.

Listing History – The property is not currently listed for sale and has not been listed for sale within the past three years.

PART TWO: DESCRIPTIONS, ANALYSIS AND VALUE CONCLUSIONS

GENERAL AREA LOCATION MAP



GENERAL AREA DATA

There are four basic interrelated forces that influence the value of a property: Social/population trends; economic changes and adjustments; governmental controls and regulations; and physical or environmental changes. These forces are considered in every phase of the evaluation and valuation process but are best discussed in the General Area Data and Neighborhood Data sections of the report. The subject's general area is considered the Pensacola Metropolitan Statistical Area (MSA), which includes the City of Pensacola and the nearby communities of Cantonment, Pace, Milton, and Gulf Breeze, located in Escambia and Santa Rosa Counties. The interrelated forces influencing this general area, as listed above, follow:

GENERAL AREA DATA (Cont'd.)

SOCIAL/POPULATION

Among the more important factors in a market study are the area population trends and the factors that affect the expected future population. The information obtained for the subject's market area of the Pensacola MSA, which consists of Escambia and Santa Rosa counties, was obtained from the *United States Census Bureau* and updated through the *Site To Do Business*.

The Pensacola MSA has a year 2016 population estimate of 480,583, based on projections by ESRI and quoted by the *STDB (Site to do Business)* which is up from the 2010 Census of 448,991. This average increase per year of 0.18% is expected to continue into the future with current estimates for the year 2021 being 507,895. The average household size is 2.49 people per residence and there currently are an estimated total of 212,880 housing units of which 55% are owner occupied, 30.6% are renter occupied and 14.4% are vacant. The number of vacancies may be somewhat misleading, as many of the beach properties are only seasonally occupied. The median household income for 2016 is indicated to be $48,074.

The population increase for the Pensacola MSA over the next five years is expected to be 27,312 people. This translates to the need for 10,969 new households (2,194/Year) over the next five years. The median house value in the community is $152,498. Considering the median household income along with the average rule-of-thumb that 25% of the household income can go toward a mortgage, would indicate approximately $12,019 ($1,002/month) can be used for mortgage payments in the median household. Considering a 4.5% interest rate, monthly payments of $1,002 and a 30 year amortization, the median household can afford a mortgage in the amount of $197,776 and considering a 10% down payment, the median household could afford a home of about $219,729. As this is well above the currently indicated median home value, there is room for continued home value increases.

GENERAL AREA DATA (Cont'd.)

As stated, the beach area condominium market is largely made up of absentee owners. Looking at a list of owners from a typical development such as the Emerald Isle Condominium shows owners from Indiana, Louisiana, Florida, Virginia, Georgia, Washington, Tennessee, Arkansas, Alabama and Mississippi, to name a few. As the condominium market is made up of such a large segment of the United States population, local single-family housing occupancy statistics would have little impact on condominium prices.

As with most markets, the Escambia County/Santa Rosa County general area experienced a housing bubble between 2004 and 2005. In an effort to demonstrate the current status of the Escambia and Santa Rosa housing market, statistical information was obtained from the Pensacola Association of Realtors' Multiple Listing Service (PARMLS). While the PARMLS does not account for all sales, it is a good representation of what is going on in the local market. PARMLS sales for condominiums, single-family homes, and residential lots (< 1/2 acre) were researched within the two-county area and included in the following chart.

Average Sales Trends						
Year	**Condo Sales**		**Single-Family Sales**		**Resid. Land (< ½ Acre)**	
	# Sales	**Average $**	**# Sales**	**Average $**	**# Sales**	**Average $**
2000	382	$161,598	4,613	$122,217	401	$45,957
2001	403	$168,911	4,985	$122,912	464	$46,960
2002	528	$200,121	5,848	$130,036	669	$53,323
2003	693	$270,403	6,548	$138,965	776	$59,831
2004	728	$362,597	7,145	$160,720	1,250	$77,397
2005	581	$433,302	7,363	$193,541	933	$117,890
2006	496	$466,266	6,181	$191,681	442	$74,570
2007	473	$464,035	5,053	$189,213	271	$80,055
2008	352	$457,653	4,035	$176,619	181	$97,985
2009	432	$320,678	4,213	$163,707	165	$68,990
2010	358	$290,072	3,843	$155,025	261	$75,167
2011	494	$283,460	3,883	$155,957	235	$70,922
2012	490	$287,872	3,918	$158,090	354	$61,061
2013	570	$293,065	5,104	$165,551	408	$67,883
2014	629	$290,572	6,073	$168,032	318	$74,700
2015	673	$325,909	6,881	$180,663	450	$76,674
2016	624	$331,046	7,306	$188,216	436	$73,113
2016 Active*	403	$629,844	2,807	$274,724	1,083	$68,407

*As of 12/20/2016

GENERAL AREA DATA (Cont'd.)

Sale prices in all categories peaked around 2005 and 2006 and have dropped since these peaks. The 2015 average for condos is about 31% below the peak but it appears the 2012 through 2016 values are starting a new upward trend. Similarly, the 2015 average for single family homes is about 3.5% below the peak but it appears a new upward trend has been realized between 2012 and 2016. The 2015 average for residential lots under ½ acre in size is about 36% below the peak and while values have fluctuated in recent years, they are considered to be fairly stable.

According to the PARMLS, as of December of 2016 there were 403 condo units listed in the two-county area, which represents an inventory of about 7 to 8 months based on the 2016 monthly absorption of about 54 condominiums per month. Area Realtors indicate there is a lack of condominium supply and new inventory is needed. At the present time there are two new condominium developments under construction in the Pensacola MSA. The 64 unit Vista Del Mar is being constructed at 13333 Johnson Beach Road and 48 of the units are under contract. Unit sizes range from 1,953 square feet up to 3,293 square feet and the sale prices range from $715,000 to $2,100,000 and the average price per square foot is $433.03/SF. The 701 South Palafox condo in Pensacola's downtown includes 9 units, 7 of which are under contract. This development includes units that are 1,670 square feet and 2,422 square feet and the contract prices were said to be $423/SF to $428/SF.

According to the PARMLS, as of December of 2016 there were 2,807 single-family homes listed in the two-county area, which represents an inventory of about 4 to 5 months based on the 2016 absorption of 635 homes per month. Area economists Rick Harper indicated new home construction is necessary once housing inventories reach a nine-month supply, and there is new construction currently taking place in the area to meet the demand, which is aiding in area lot absorption increases.

There were 1,083 single-family lots (<1/2 acre) listed in the PARMLS in December of 2016 within the two-county area. In 2016 the lot absorption rate was about 38 sales per month, and considering the current listings, there is just under a 29 month inventory; however, with the increasing population and the need for 2,194 new homes per year, this inventory is more likely

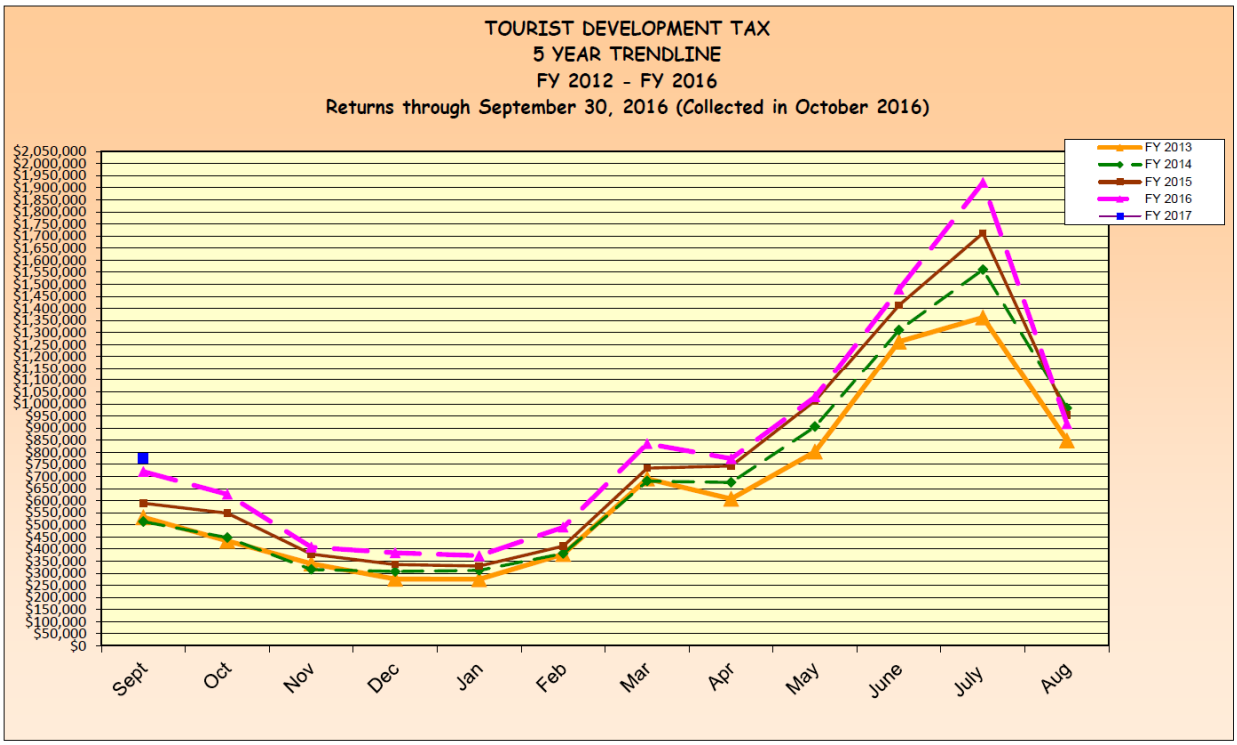
going to be much less than projected based on MLS sales. Area developers have recognized the need for new subdivisions based on the population growth and are actively developing new subdivisions and apartments, with the majority of this growth being in the northwestern Pensacola area near the growing Navy Federal Campus.

Some of the motivation behind the area population growth is the area military bases. The U.S. Government has been downsizing and closing military bases all over the world as well as within this country. Rather than being downsized, the Pensacola area bases have been realizing net gains as departments and personnel from closed bases are being relocated to this area. In 2015, the Naval Air Station (NAS) Pensacola website http://www.globalsecurity.org/military/facility/pensacola.htm stated there were more than 9,600 military personnel and 6,800 civilians working in the Escambia and Santa Rosa County areas.

An additional explanation behind the Pensacola area growth is the location in the "Sunbelt" along the Gulf Coast of Florida. The sugar white beaches and clear waters of the Gulf of Mexico attract thousands of visitors every year. Realizing the area benefits (year-round sunshine, warm temperatures, no snow); many of these visitors choose to make Pensacola their permanent home.

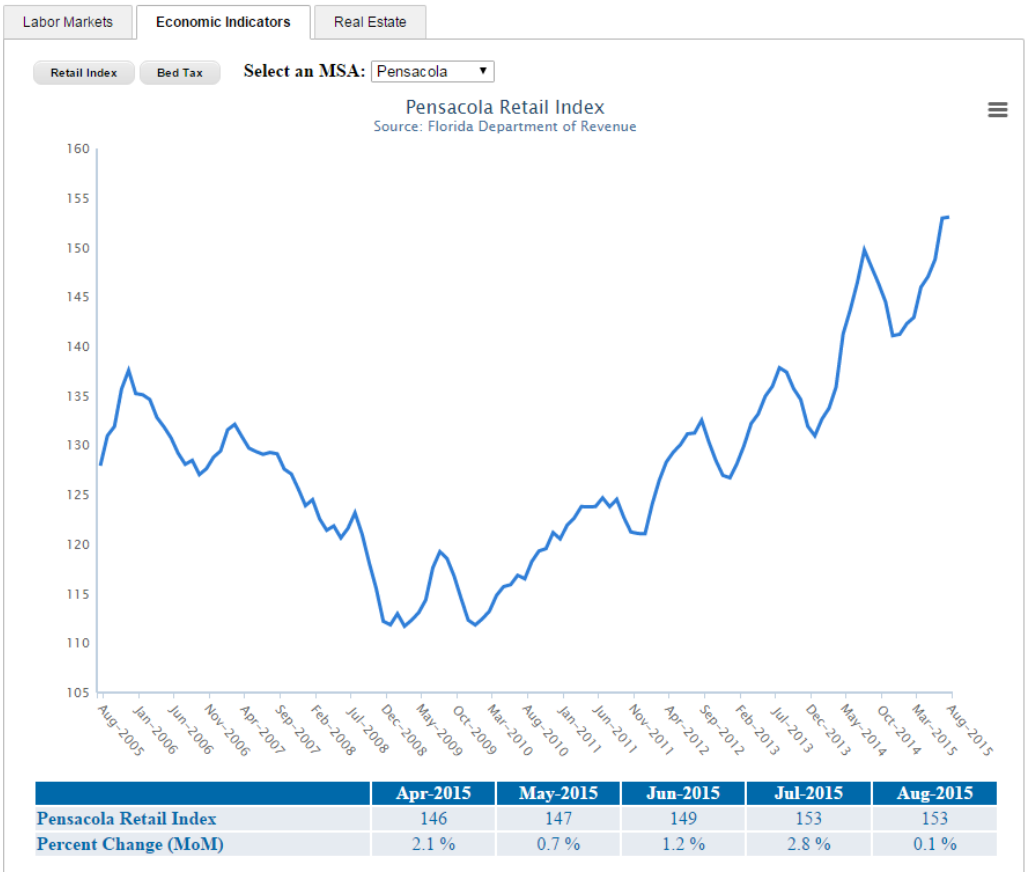
Tourism in the general area is one of the largest industries, along with the military. To capitalize from the growing number of tourist, the county has a local "bed tax" that produces additional revenue from the number of tourist staying in the various hotels and motels throughout the county. As reported by the Clerk of the Circuit Court's Office of Escambia County, the area has been realizing steady tourism growth since 2010. The 2016 tourism sales are about 8% above the 2015 numbers, indicating a very robust and growing tourist industry. The trailing 12 months of Tourist Development tax Collection Data follows.

GENERAL AREA DATA (Cont'd.)



As illustrated by graph below, the Pensacola MSA retail index has been increasing since 2009. The average rate of increase is currently about 2% Month over month.

MSA Level Data



	Apr-2015	May-2015	Jun-2015	Jul-2015	Aug-2015
Pensacola Retail Index	146	147	149	153	153
Percent Change (MoM)	2.1 %	0.7 %	1.2 %	2.8 %	0.1 %

Source: Haas Center for Business Research and Economic Development

GENERAL AREA DATA (Cont'd.)

According to the Haas Center, the business cycle index for the Pensacola MSA appears to be increasing since the recent recession. The following graph also shows that job growth is beginning to take place again. While it has not recovered to pre-recession numbers, jobs are steadily increasing since the lows realized in 2009 and 2010.

MSA Level Data

	Jun-2015	Jul-2015	Aug-2015	Sep-2015	Oct-2015
Pensacola Employment (SA)	168,300	169,100	169,400	168,600	169,000
Percent Change (MoM)	-0.1 %	0.5 %	0.2 %	-0.5 %	0.2 %

Source: HAAS Center

GENERAL AREA DATA (Cont'd.)

ECONOMIC CHANGE AND ADJUSTMENTS

In addition to considering the area's population and expected increases, a commercial study should also consider area economics. Even if the population continues to increase, the new population must be able to afford the area goods and services; therefore, it becomes necessary to look at the economic conditions and the projected economic future.

According to the *U.S. Bureau of Labor*, the Pensacola MSA unemployment rates were 4.6% in April of 2015, which is slightly below the most current state average of 5.5%. The services sector is the primary employer in the Pensacola MSA at 46.9%, as reported by the STDB's most recent information (2015). The retail trade is the secondary source of employment with 12.8% of the workforce, construction is 11%, finance/ insurance/ real estate is 6.5%, and manufacturing makes up 5%.

Area tourism is a component of both the services sector and the retail trade. According to *Florida's Great Northwest*, job growth is expected in the Pensacola MSA, which is shown on the following chart.

GENERAL AREA DATA (Cont'd.)

Description	2013 Jobs	2014 Jobs	Growth	% Growth	2012 EPW
Agriculture, natural resources, and mining	6,083	6,441	358	6%	$29,363
Construction	12,428	12,442	14	0%	$40,361
Education and health services	33,396	34,089	693	2%	$48,197
Financial activities	20,016	20,511	495	2%	$38,158
Government	40,660	40,762	102	0%	$60,516
Information	3,309	3,278	31	1%	$53,022
Leisure and hospitality	22,805	23,081	276	1%	$17,810
Manufacturing	6,018	5,970	48	1%	$65,889
Other services	14,215	14,398	183	1%	$19,320
Professional and business services	27,613	27,837	224	1%	$38,840
Trade, transportation, and utilities	34,154	34,370	216	1%	$35,587
Total	220,697	223,179	2,482	1%	$41,097

Source: EMSI Complete Employment - 2012.4

According to the West Florida Economic Development Alliance, some of the 2015 top area major employers in the Pensacola MSA include Baptist Health Care (4,494); Sacred Heart Health Systems (3,483); Navy Federal Credit Union (3,845); Gulf Power Company (1,774); West Florida Healthcare (1,300); Ascend Performance Materials (800); West Corporation (800); Medical Center Clinic (500); Santa Rosa Medical Center (498); International Paper (450); Cox Communications (400); CHCS service/iGate (380); Blackwater Correctional Facility (348); Armstrong World Industries (300) and Media Com (300) to name a few.

GENERAL AREA DATA (Cont'd.)

Recently Navy Federal Credit Union announced its latest and greatest expansion plans to its Pensacola campus, which currently employs over 3,845. Navy Federal purchased an adjoining 240 acres and is in the process of a $350 million expansion that will create an additional 5,000 jobs with average salaries of $44,000 a year by 2016. This investment is also estimated to bring around 1,000 new indirect jobs to the regional economy. NFCU announced they expect to have a total of 10,000 employees at their Nine Mile Road, Pensacola location by 2020. Once these planned expansions are completed, Navy Federal will by far be the largest employer for the Pensacola MSA. These announcements will help in the local economic development efforts for recruiting more regional, national and international firms to the area.

Adjacent to the Navy Federal's Heritage Oaks campus is an approximate 640-acre Navy Outlying Landing Field (OLF) being purchased by Escambia County for the development of a commerce park expected to eventually create an additional 4,000 jobs. Escambia County has agreed to purchase a 601-acre parcel in Santa Rosa County to relocate the current OLF. Once the county takes possession of the existing OLF they will spend between $10 million and $15 million to develop the commerce park.

Gulf Power, the area's power company, has been actively buying up 4,000 acres of land in the north end of Escambia County for a new power plant that will likely replace the existing coal burning Christie Plant found along the Escambia River in northern Pensacola. According to Sandy Sims, Gulf Power's Economic Development Manager, Gulf Power has already purchased 3,000 acres and has the remaining 1,000 acres under contract or identified for the new plant. It is not yet known if the new plant will be a natural gas plant or a nuclear plant but they expect to finalize their plans by the end of 2014. Replacing the coal plant with a cleaner energy plant will aid in cleaning up Escambia Bay and will help the area's air quality.

Another recent announcement is the new 30 year lease between the City of Pensacola and ST Aerospace Mobile, Inc. in 2014, a Singapore-based company that does

maintenance repairs and overhauls for large commercial aircraft. The agreement would provide ST with a $37 million dollar maintenance and repair facility on 19 acres at Pensacola International Airport's commerce park and ST will bring in about 300 high-skill, high-wage jobs. Securing as long-term contract with ST raises Pensacola's profile among domestic and international aerospace parts suppliers. This is particularly important in light of the parts suppliers that eventually will be locating near the $600 million Airbus Assembly Plant, currently under construction at Mobile's Brookley Aeroplex. The first Airbus A-320 passenger jets are expected to roll off the assembly line in 2016.

Downtown at the Community Maritime Park for Blue Wahoos, Quint Studer has just finished construction on a $15 million four-story office building and the building is fully leased at $28.00/SF – full service. Beck Property Company also recently started construction on its $4 million-plus, three-story, 26,715 square foot mixed-use building at the corner of Port Royal Way and Main Street in the first half of 2014. This building will have retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor. Just east of the Maritime Park, the newly renamed Bank of Pensacola's new multimillion dollar branch at Palafox and Main Street was completed at the end of 2014.

The first apartment complex to be started in numerous years began construction in 2014. The South at Navarre Beach will be a 250-unit, $34.5 million project being constructed in the Navarre area of South Santa Rosa County. The complex will include five four-story buildings with 129 one-bedroom units, 101 two-bedroom units and 20 three-bedroom units. The complex is expected to be completed within 18 to 20 months with staggered openings. The Studer Group purchased the old News Journal Building in downtown Pensacola and has begun interior demolition for redevelopment of the building into apartments.

The cost of living in the area is also one of the lowest in the country. National studies, which rate American cities for their desirability, commonly rate Pensacola's MSA near the top of the pack due to the low cost of living and high quality of life. The most recent report for the annual income per capita for the Pensacola MSA was $23,517 (2014), the median household income was $43,681 and the average household income was $59,465.

GENERAL AREA DATA (Cont'd.)

In conclusion, the Pensacola MSA is considered to have a strong economic base, which is expanding. The area's U.S. Naval and Air Force bases are considered to have a solid future. Tourism is a large factor in the economic success of the area, and in spite of hurricane related setbacks and the oil disaster in the Gulf of Mexico in the past decade, recovery efforts have proven successful.

GOVERNMENTAL CONTROLS AND REGULATIONS

A general area analysis of a growing area would not be complete without considering the area's government and its outlook on future expansion. If the local government is anti-growth, laws can be enacted which would stifle development and population growth. On the other hand, if the government is pro-growth, taxes, zoning, agencies, and personnel can be used by the government to promote new business development, creating a larger economic base and additional population growth, which would support the existing and planned development of income producing properties. The Pensacola MSA governing bodies are pro-growth organizations.

The Escambia County government is a five man Board of Commissioners elected every four years by their district. They appoint a County Administrator who oversees the county budget and operations. This body has been actively obtaining land for new commerce parks and encourages new development.

Pensacola has a City Council with 7 council members elected to four-year terms and a "strong mayor" form of government, which included the mayor now being elected by the city residents and having more control in the daily operations of the city government, including overseeing the annual budget of over $200 million. The city and county currently have zoning ordinances in effect covering the southern region of the county. The county also has a state required Future Land Use Plan which is designed to ensure organized growth over its 20 year life. This plan is reviewed every five years to ensure that it is keeping up with area needs. The plan can also be

petitioned for changes. The major topics handled in the plan include consistency, environmental, threatened and endangered species, land use approval on site plans, concurrency, and permitting.

General revenues are raised through an ad valorem tax system. The Escambia County Appraisers Office assesses the property at "just value" which is a percentage of market value that is supposed to be about 85% of market value; however, it commonly range from 20% to 85%. The area property taxes are among the lowest in the state, which makes it more affordable for new business development. The City of Pensacola has established a Community Redevelopment Administration (CRA), which is responsible for improving the look of the city. The CRA receives a portion of the taxes collected in the downtown district and utilizes these funds for infrastructure improvements (streets, sewer lines, water lines, parks, etc.). By upgrading the look of the city, the appeal also increases attracting additional business development and tourist dollars increasing the economic and population base.

The County and City governments also work closely with private businesses in efforts to attract additional business to the area. The government's development of structures such as the Pensacola Bay Center, the Saenger Theater and the Creative Arts Center, aid in drawing convention business to the area. Over the past several years, convention traffic has increased at a rate of about 30% per year bringing new visitors to the area who aid in strengthening the area's economic base; however, with the down turn in the economy convention traffic has slowed. The economic base is also strengthened by the government's development of industrial parks in which the land is sold to "clean air" industries at very low rates in return for the creation of additional area jobs expanding the economic and population base.

The Emerald Coast Utilities Authority (ECUA) relocated their Pensacola downtown wastewater treatment plant to the northern area of Escambia County. This project was a $316 million development project that started in 2007 and was completed in December of 2010. The new state of the art facility creates the ability for additional industrial development in the north end of

the County and the water reclamation will be used for industrial purposes, greatly reducing overall water consumption. No effluent will be dumped into the area bays, so area water quality will be expected to increase with this new facility. The previous downtown sewer plant has been dismantled and cleared for future development. With the elimination of the wastewater smells, the waterfront will also be more desirable for new development, which is on-going.

On more of a regional basis, there is a new International Airport developed to the east in Bay County near the Walton County line. This project was constructed on about 2,000 acres donated by the Saint Joe Company and was completed in the fall of 2010. This airport provides the region with direct flights that are expected to aid in increasing the tourist populations. Additionally, after a large renovation project, the Pensacola Regional Airport was renamed the Pensacola International Airport. Land surrounding the International Airport is being purchased for redevelopment into a clean-air industrial park that will support airport operations.

In conclusion, the local governmental agencies aid in the development of the Pensacola MSA. Zoning, along with the Future Land Use Plan, is used to insure organized, homogeneous growth, which adds to the area's appeal. The low taxes and affordable real estate are also enticing factors for future prospective businesses. The government's willingness to aid in the development of the economic base also creates a stronger population base.

LOCATION AND PHYSICAL FACTORS

The location and physical factors of the area are important, as they are a major impetus in the relocation of Navy personnel, as well as the growth of new businesses and the civilian population. Available land, good weather, water, and recreational aspects are all factors considered by a potential future resident of the area. If these factors are congenial, they will aid in the growth and stability of the area.

GENERAL AREA DATA (Cont'd.)

Escambia County has a land area of approximately 661 square miles and an additional water area of 100 square miles. The altitude ranges from sea level to 120 feet above sea level. The eastern boundary of the county is the Escambia River and Escambia Bay. The western boundary is the Perdido River and Perdido Bay. Neither river is a navigable waterway to the extent of contributing to the economy. Santa Rosa County adjoins Escambia County to the east and has a land size of about 1,174 square miles and offers similar physical characteristics. Escambia and Santa Rosa Counties are located in the extreme northwestern portion of the state, being in what is called the "Panhandle" of Florida. Geographically, this MSA is located approximately 230 miles east of New Orleans, Louisiana; 250 miles south of Birmingham, Alabama; 350 miles southwest of Atlanta, Georgia; and 375 miles east of Jacksonville, Florida.

The City of Pensacola covers approximately 23 square miles of land in the southeastern part of Escambia County and the smaller cities of Gulf Breeze, Milton, and Pace are bedroom communities for Pensacola. The annual mean temperature is 69 degrees with an average rainfall of 62 to 87 inches. With an abundance of clear skies and warm weather, Pensacola is considered part of the "Sun Belt" of the United States. The "Sun Belt" states, especially Florida, have been growing in population faster than other areas of the United States in recent years.

One of the probable reasons for continuous growth of the Pensacola MSA is its accessibility. Pensacola is served by four major highways, which provide access to the north, east, and west. U.S. 90 (which runs from the East Coast of Florida to Texas), Interstate 10 (which runs from the Atlantic Ocean to the Pacific Ocean), U.S. 98 (which runs from the East Coast of Florida to Mississippi) and U.S. 29 (which runs from Pensacola to Washington, D.C.). The Interstate 110 spur connects with Interstate 10 just west of Davis Highway and runs to downtown Pensacola's Business District, connecting with U.S. Highway 98.

Pensacola's International Airport, with the recent completion of a $30 million modernization, provides air transportation to all parts of the country. The Escambia County Transit

GENERAL AREA DATA (Cont'd.)

System operates bus lines throughout the metropolitan area and Greyhound Bus Lines provides inter-city bus transportation.

The natural deep-water harbor of Pensacola Bay, along with the large expanse of protected waters and the Gulf of Mexico, create an ideal training area for the U.S. Navy. These waterways also add to the area's economy through the Pensacola's Municipal Port Facilities handling cargo shipments to and from all parts of the world. Rail service also aids in the support of the port facilities with spurs running to the docks. While the southern and eastern most areas of Pensacola are nearly fully developed and are blocked from additional growth by the bays and Gulf of Mexico, there is plenty of developable land in the general area. The western and northern land areas of Escambia County and the Pace and Gulf Breeze areas of Santa Rosa County are the locations of the most active development and have proven to be popular among the new residents coming to the area. There is plenty of available land remaining for future growth for years to come.

Overall, the area's physical characteristics are considered a real asset for the general area of Pensacola. There is plenty of available land for additional business and residential development. The beaches and waterways create ideal recreational facilities for newcomers. The moderate temperatures and year-round sunshine also entice a large number of new businesses to the area, which aid in creating a larger population.

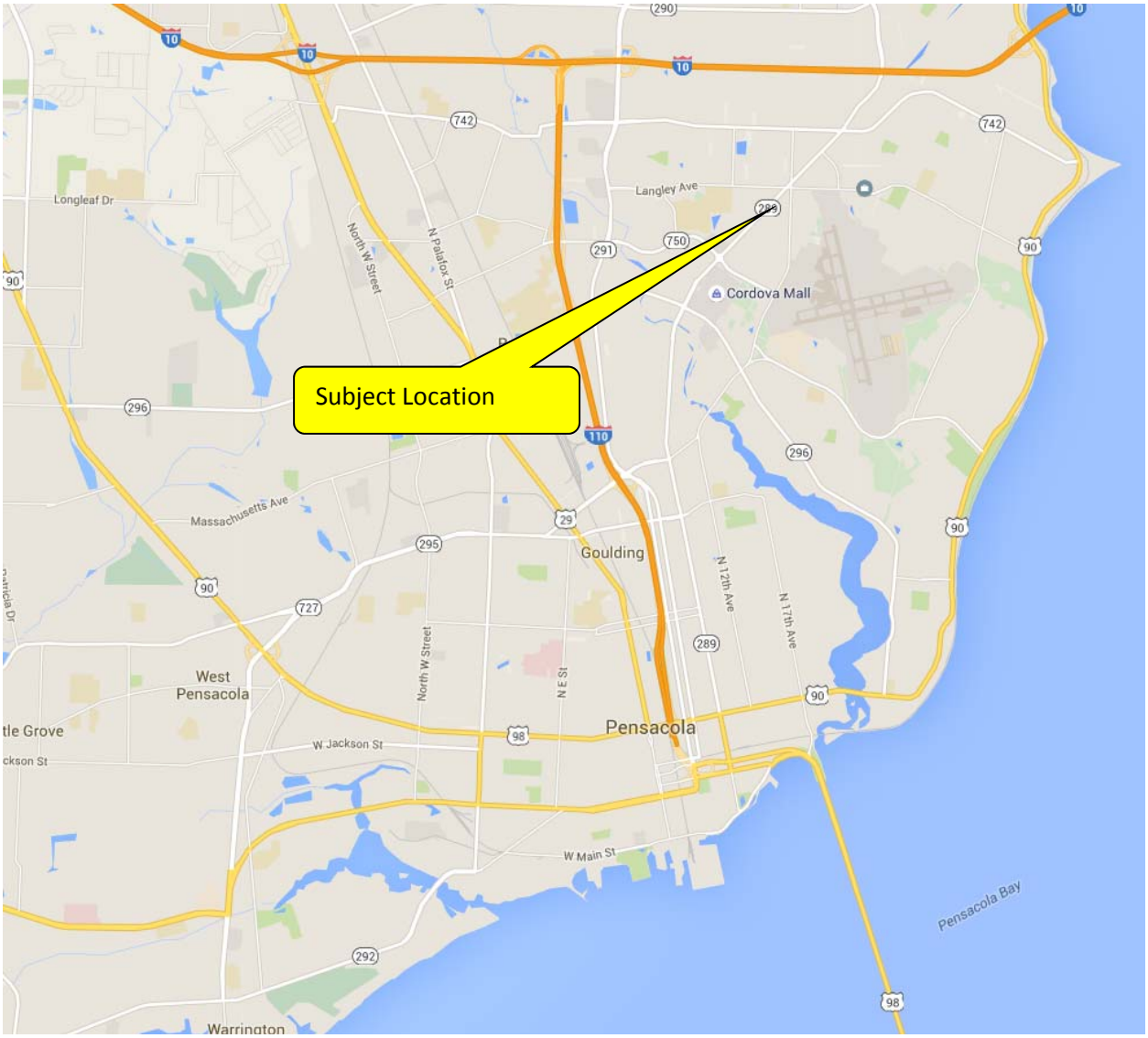
GENERAL AREA DATA CONCLUSION

Overall, the Pensacola MSA is considered to have a steady and positive outlook because of the stable to expanding military bases, tourist industry, and governmental support of private industry expansion and occupancies are increasing as a result. In 2010 the BP Gulf Oil Spill hurt tourism but it has since rebounded. The 2011 through 2014 tourism numbers were among the best of all time and there is an on-going advertisement campaign being paid for by BP that is aiding in

GENERAL AREA DATA (Cont'd.)

increasing the tourist numbers beyond what the area has ever seen. Area hotels are indicating 10%+ annual increases in revenues and the industry as a whole has expectations of adding employees. The military bases are another market sector that aids in helping the local commercial industry and as of the writing of this report, the area military bases appear to be stable with no cuts planned. New aerospace industry is moving into the area as is Navy Federal creating new jobs, which in turn is driving new home construction. The commercial markets are also benefiting from this growth, as they keep up with demand. The past trends are expected to continue into the foreseeable future.

NEIGHBORHOOD MAP



NEIGHBORHOOD ANALYSIS

A neighborhood is defined in *The Dictionary of Real Estate Appraisal*, Fourth Edition 2002 as: "A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."[5] Neighborhood boundaries are defined because properties within neighborhoods tend to be similar in characteristics with regard to land use, desirability, and are affected by similar physical, economic, governmental and social forces.

The subject neighborhood is considered to be the portion of the Pensacola area within the Pensacola City limits. This area's boundaries are considered to be, but are not limited to, Fairfield Drive to the west, Pensacola Bay to the south, Escambia Bay to the east, and I-10 to the north.

Major north/south arterials within this area include I-110, Palafox Street, Pace Boulevard, Fairfield Drive, 9th Avenue, and Scenic Highway. Major east/west arterials include Bayou Boulevard, Cervantes Street, Garden Street, Main Street, Brent Lane, Fairfield Drive, Airport Road and Bayfront Parkway. These arterials provide convenient and quick access within the subject neighborhood as well as other portions of the Pensacola MSA.

The downtown Business District of Pensacola includes typical private office buildings, government office buildings, courthouses, restaurants, shops and bars. There is also an historic district that includes a variety of residential and commercial buildings constructed around 200 years ago around several public parks. The majority of the buildings have been completely renovated and act as an historic tourist draw for the community. UWF is proposing to take greater advantage of the area's historic treasures by re-bricking the streets, creating a walking friendly environment and starting an advertising campaign aimed at the historic tourism industry. Festivals are held throughout the year in the many downtown parks. The current main tourist draw is Pensacola Beach, found about four miles to the south and provides white sand beaches, clear water and numerous hotels, shops, condominiums and homes but the new historic tourism industry is projected to increase annual tourism numbers by more than one million visitors per year.

[5] The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago, Illinois: Appraisal Institute, 2002), pg. 193.

Neighborhood Analysis (Cont'd.)

There have been a number of new developments in the Downtown area of Pensacola, and a summary of the most significant of them follows. The Community Maritime Park is located between Main Street and Pensacola Bay, at the south end of Baylen Street and was recently completed. It includes numerous vacant land sites for future commercial and/or residential development. The project features an expansive public waterfront park; a community multi-use stadium facility suitable for baseball, football and other athletic events, festivals and other community activities. There is also a water front pavilion for music and entertaining events. The water front grassed and walkway areas on the south end of the property were designed for festivals. The other vacant land areas found on the north side of the property can be developed with commercial; office; retail; residential; restaurant and entertainment uses.

Quint Studer recently completed construction on a $15 million four-story office building directly north of the new Stadium and the building is fully leased at rates of $28.00/SF, full service. Beck Property Company also recently completed construction on its $4 million-plus, three-story, 26,715 square foot mixed-use building at the corner of Port Royal Way and Main Street, which is now fully occupied and includes retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor. Just east of the Maritime Park, the newly renamed Bank of Pensacola's (previously First Navy Bank) new multimillion dollar branch at Palafox and Main Street was completed around the end of 2014.

Located at 701 South Palafox Street is a newly completed condominium project that was constructed by Ray Russenberger. This development includes 9 luxury condo units that are all sold with prices exceeding $1,000,000 each. All of the units were pre-sold and have since closed.

Artist Rendering of New Condo Development

Neighborhood Analysis (Cont'd.)

A new YMCA building located at the southwest corner of Taragona Street and Intendencia Street. The building was recently completed and offers an open floor plan with 52,000 square feet, nearly doubling the size of their old downtown building. This building is creating additional demand for new living quarters in the downtown area and will greatly add to the quality of life.

Artist Rendering of the New Downtown YMCA

Located to the northwest of the Maritime Park property is the old sewage treatment facility. The ECUA constructed a new state of the art treatment facility in the northern end of Escambia County and completed the demolition of the old sewer facility. The nearly 20 acre cleared site is now grassed and available to be re-developed, which should further enhance the desirability of the downtown area. The new owner of this site is now in the planning stages of a mixed use development that will include a variety of uses and while they have several conceptual plans, they do not specifically know what will be developed there yet.

Neighborhood Analysis (Cont'd.)

The Palafox Pier Restoration Project is a mixed use development located at the southern end of Palafox Street at the former location of the Municipal Auditorium. This project includes a 92-slip marina, a 7,200 square foot Harbormaster Building that is currently leased, the Icehouse Building with 21,000 square feet of office space currently leased and occupied by Merrill Lynch and EmCare. The City was said to have invested $1.2 million in public infrastructure improvements with the mixed-use development being a combination of public and private funds.

The Palafox Pier & Yacht Harbour condominium development built in 2002 consists of two 35,206 square foot, four story buildings and a pedestrian plaza (park). Each building includes 7,500 square feet of retail/office space on the ground floor with four parking garages, 10,606 square feet of office space on the second floor and one-story and two-story condo units on the third and fourth floors.

Located immediately south of the Pensacola Bay Center is the new Technology Park development constructed by the City of Pensacola. The streets and all infrastructure necessary for high tech developments are in place and this property is ready for new vertical development. The City of Pensacola, along with Escambia County has provided the land and will sell the land to private individuals who plan to develop the area with buildings designed for companies requiring the latest in technology and the needed infrastructure. In connection with this development, the City of Pensacola created a large regional storm water retention lake located on the north side of Bayfront Parkway and on the east side of 9th Avenue at Admiral Mason Park. This allows for vacant properties to the north to be fully developed without the requirement of storm water run-off on site. The overall water retention design is a public park with the storm water retention lake landscaped and designed for public appeal and there is a walking path surrounding the lake and tasteful landscaping. A vacant site located across 9th Avenue from the Technology park was recently purchased and is proposed to be improved with two new hotels.

Neighborhood Analysis (Cont'd.)

In addition to the new development or redevelopment of this area downtown, several of the older buildings downtown were completely gutted and renovated. All of these renovated buildings are historic structures that are largely found along and nearby Palafox Street, which is the main north/south downtown arterial and the center of much of the new activity. Recently renovated buildings have been converted for restaurants, bars, offices, shops and entertainment venues creating one of the most desirable areas in the MSA. The Studer Group purchased the old Pensacola News Journal building found directly north of the new YMCA building and demolished it to make way for a new upscale mixed use rental building that will include commercial uses on the ground floor and rental apartments on the upper floors, which is now under construction. In association with the mixed use building is a new 7 level parking garage that is nearing completion. The old Rex Theatre building, constructed in 1910, was recently purchased by Harvest Church and went through a $1.7 million dollar renovation. Now completed, this building hosts live theater events, movies, concerts and other special events. The old YMCA building was purchased by a private developer who has demolished parts of the old building to create new residential lots and other parts of the building will be renovated for restaurant and office uses.

The Blount-Brent Building Complex located at the southwest corner of Palafox Street and Garden Street is also undergoing a massive renovation. This 100,000+ Square foot structure is being completely renovated with boutique retail and restaurant uses on the ground floor and the upper floors are being renovated into a 34 suite boutique hotel and newly renovated office space. A new 110 room Holiday Inn is also nearing construction completion on the south side of Main Street just two blocks east of Palafox Street.

Located on the South side of Garden Street is a site that was once improved with a motel but the motel was removed so the site could be re-developed with a condo project; however, the condo development was put on hold due to the recession and the previous over-supply of housing units. The western portion of this site is now being improved with a new bank building and the eastern portion is for sale. Similarly, an older liquor store located on the

south side of Gregory Street was demolished to make way for a condo development but this was also put on hold at the beginning of the recession and the land is now on the market. With the new demand created by all of the area activity, these two properties will likely come to life again in the foreseeable future.

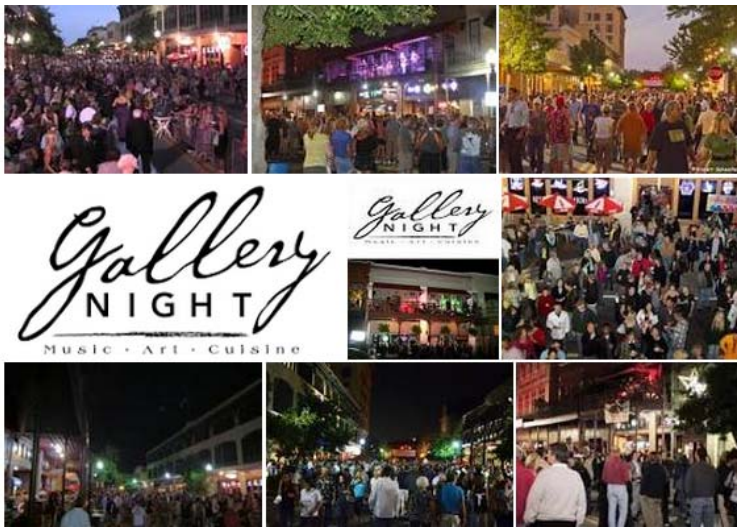
There are four large multi-story office buildings in the downtown area. These buildings include the SunTrust Bank Building containing approximately 103,955 square feet, Harborview containing approximately 74,240 square feet, Southtrust Bank building containing approximately 77,400 square feet and One Pensacola Plaza containing approximately 108,997 square feet. Average occupancy in three of these buildings is above 90%. The SunTrust Building was recently vacated by SunTrust and is being purchased by the Studer Group for renovation but the specific uses that it will be renovated into have not yet been identified. There are also several other multi-tenant office buildings in the neighborhood that are reflecting occupancies from 80% to 90%.

The Palafox condo project previously identified is the first new residential development planned since the recession and while it is a fairly small project of only 9 units, its rapid sell-out indicates there is good residential demand for the downtown area. The News Journal Apartment redevelopment will be an additional test for new residential demand in the downtown area and the developer has indicated he has a long list of potential tenants. They also indicated that all but one of the commercial spaces are leased. There are numerous other smaller condo, townhouse and single family developments in the area that are being developed and rapidly absorbed, indicating good demand for housing.

The Pensacola Community Redevelopment Agency has been working to promote Pensacola and bring people into the downtown area daily. Among the initiatives recently introduced, are tax incentives that will entice new redevelopment projects. The City also closes Palafox Street one Friday night per month to vehicular traffic and opens it to pedestrian traffic for "Gallery Night". Gallery Night attracts many thousands of people who enjoy the new shops, restaurants and bars which are showcased along Palafox. In addition, there are bands found on

Neighborhood Analysis (Cont'd.)

some of the balconies as well as street performers and musicians found on the street. Open alcohol containers are also allowed creating a festive walkable community.



Photos of a Typical Gallery Night

There is a clean air industrial park area found to the north along the east and west sides of Palafox Street south of Brent Lane and north of Fairfield Drive. Another one is found south of Brent lane between I-110 and Palafox Highway. Located on the west side of Palafox Street north of Fairfield Drive is a super fund site that has been cleaned and capped by the EPA and they indicated that this land is now suitable for additional industrial development. The City of Pensacola is working with the State of Florida and the EPA to create an additional industrial park on the super fund land site. Located north of Brent Lane on Palafox Street is what is known as "Car City", which is an area with many of the area's new and used car dealerships. The growing Pensacola Christian College and Pensacola Christian School is found north of Brent Lane between I-110 and Palafox Street and they are actively buying properties to their south in an effort to grow their campus and population.

Overall, the subject's neighborhood is following the path of other downtown locations around the country, which have been revitalized and now project a positive image for the community. These past trends are expected to continue with the help of private developers and

Neighborhood Analysis (Cont'd.)

the City of Pensacola resulting in the new life cycle of the neighborhood. There are several condominium and apartment buildings planned for the future in the downtown area, which will aid in the need for additional commercial support facilities. Continued revitalization efforts and increasing populations should place upward pressure on area property values and rents as the national economy recovers. With the past trends expected to continue, the subject neighborhood is considered to have a bright future for commercial and residential properties.

TAXES AND ASSESSMENT ANALYSIS

The subject property is assessed under the following property identification numbers by the Escambia County Property Appraiser.

Property Identification Number	Assessed Land Size Acres	Assessed Building Size Square Feet	Assessed Value	Annual Taxes	Past Due Taxes
14-1S-29-2102-000-001	0.18	1,314	$86,297	$1,382.94	$0.00
		0	$0		
Totals	0.18	1,314	$86,297	$1,382.94	$0.00

The assessed value in comparison to the market value is considered to be above the 85% typical assessed value and the owner should discuss an appeal of the assessed value with the County Property Appraiser's office. All property taxes appear to be current with the owner paying based upon a payment plan.

LAND USE PLANNING, ZONING, CONCURRENCY

As per the above indicated zoning map, the subject site is zoned COM. The Commercial district establishes areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. The current Retail/Office Building use is a legally conforming use of the property. A copy of the zoning ordinance for these districts is included in the addendum of this report.

PUBLIC AND PRIVATE RESTRICTIONS

I know of no private restrictions that would limit the subject property; however, I was not provided with a title report for the property so it is assumed that the only restrictions that would regulate the subject property are the zoning requirements.

ENVIRONMENTAL CONCERNS

The property is improved with a retail building and appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any wetlands associated with the site.

The above is a very important assumption and limiting condition to the appraisal. From the viewing of the site, no evidence of hazardous substances “obvious to the untrained person” were observed, and no communication “through a reasonably reliable person” indicating possible contamination was received; however, I am not an expert in the environmental field and this information should be confirmed by an expert.

TAX PLAT

196
TIPPIN AVE
43.
100
75
7
BEAUMONT ST
210
72.9
32-1S-30
102.3
TIPPIN AVE
64.25
62.25
115.5
125
125
125
14-1S-29
64.25
62.25
115.5
275
18

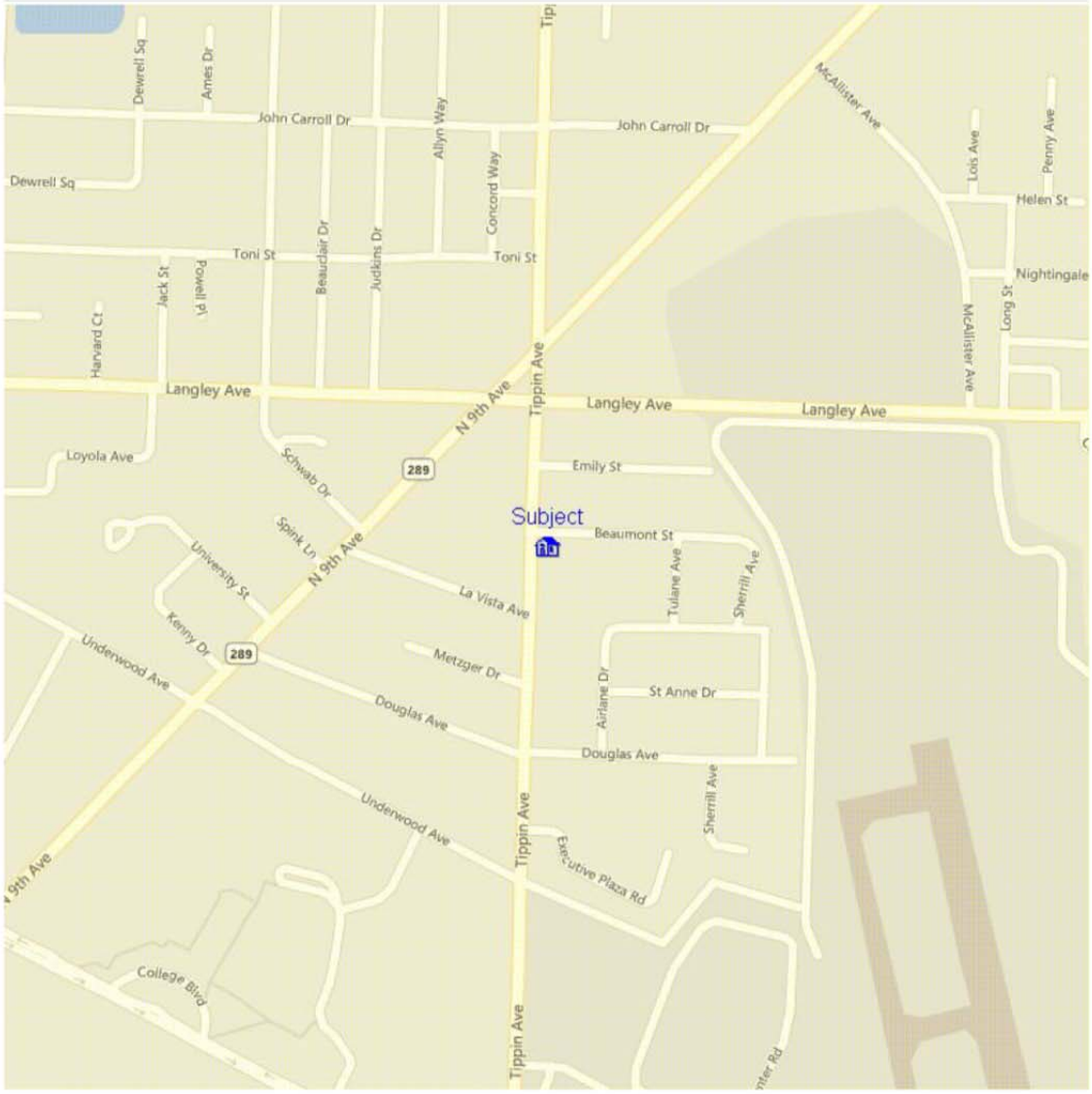
AERIAL

TUPPIN AVE
TUPPIN AVE
BEAUMONT ST
100
75
75
64.25
62.25
115.5
125
125
125
14-1S-29
64.25
62.25
115.5
275

FLOOD MAP

STDB

Aug 7, 2017
GA-515, Jasper, GA, 30143
Lat 34.479738 Long -84.467085



MAP DATA

Panel Date	September 29, 2006	FIPS Code	13227
Map Number	12033C0380G	Census Tract	0502.00
Geocoding Accuracy	S4 - single close match, point located at the center of shape point path		

Flood

- X or C Zone
- X500 or B Zone
- A Zone
- V Zone
- D Zone
- Area Not Mapped

SITE DESCRIPTION

For better visualization of this narration, please refer to the preceding drawings and following photographs.

LOCATION:	The property street address is 6116 Tippin Avenue, Pensacola, Florida 32504. The subject property is located in the southeast corner of Tippin Avenue and Beaumont Street.
AREA:	The land size is 0.184 acres or 8,031 square feet.
SHAPE:	The property has a rectangular shape and offers good utility.
DIMENSIONS:	According to the tax plat, the site has dimensions of 64.25' x 125'.
INGRESS/EGRESS:	The subject property contains approximately 125 feet of frontage along the east right-of-way of Tippin Avenue and 64.25 feet of frontage along the south right-of-way of Beaumont Street. Ingress and egress are considered to be good.
TOPOGRAPHY:	The site is level at road grade for Emily Street and above road grade for Tippin Avenue. No irregular topographical features were noted.
FLOOD DATA:	According to FIRM Flood Map #12033C 0380G, dated 9/29/2006, the subject property is located in flood zone “X”, an area requiring no base minimal elevation.
DRAINAGE:	The land appears to be well drained with no wetland areas noted.
SOIL COMPOSITION:	The soil is of a sandy composition. Based on the subject improvements and nearby improvements located upon similar soil types, it appears that this land is well suited for commercial development.
UTILITIES ON SITE:	All utilities are available to the subject site.
SITE IMPROVEMENTS:	The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet.

SITE DESCRIPTION (Cont'd.)

EASEMENTS/ ENCROACHMENTS:	According to the tax plat, no easements or encroachments were noted. I am unaware of any adverse easements or encroachments that would adversely affect the marketability or value of the property.
RESTRICTIONS:	I know of no private restrictions that would limit the subject property; however, I was not provided with a title report for the property so it is assumed that the only restrictions that would regulate the subject property are the zoning requirements.
CONCLUSION OF CONFORMITY:	The subject property is located in the southeast corner of Tippin Avenue and Beaumont Street in Pensacola. This is a well-developed and high traffic area with good exposure for retail and office properties. The site appears to be well suited for commercial development as reflected in the existing improvements and surrounding development. The site contains adequate road frontage for exposure and access and appears to be well drained.

PHOTOGRAPHS

Front View of Property

Rear Exterior View of Improvements

PHOTOGRAPHS

View of Main Retail Area

View of Retail Area

PHOTOGRAPHS

View of Retail Area

View of Kitchen Area

PHOTOGRAPHS

View of Office

View of Screened Porch and Storage

PHOTOGRAPHS

View of Restroom

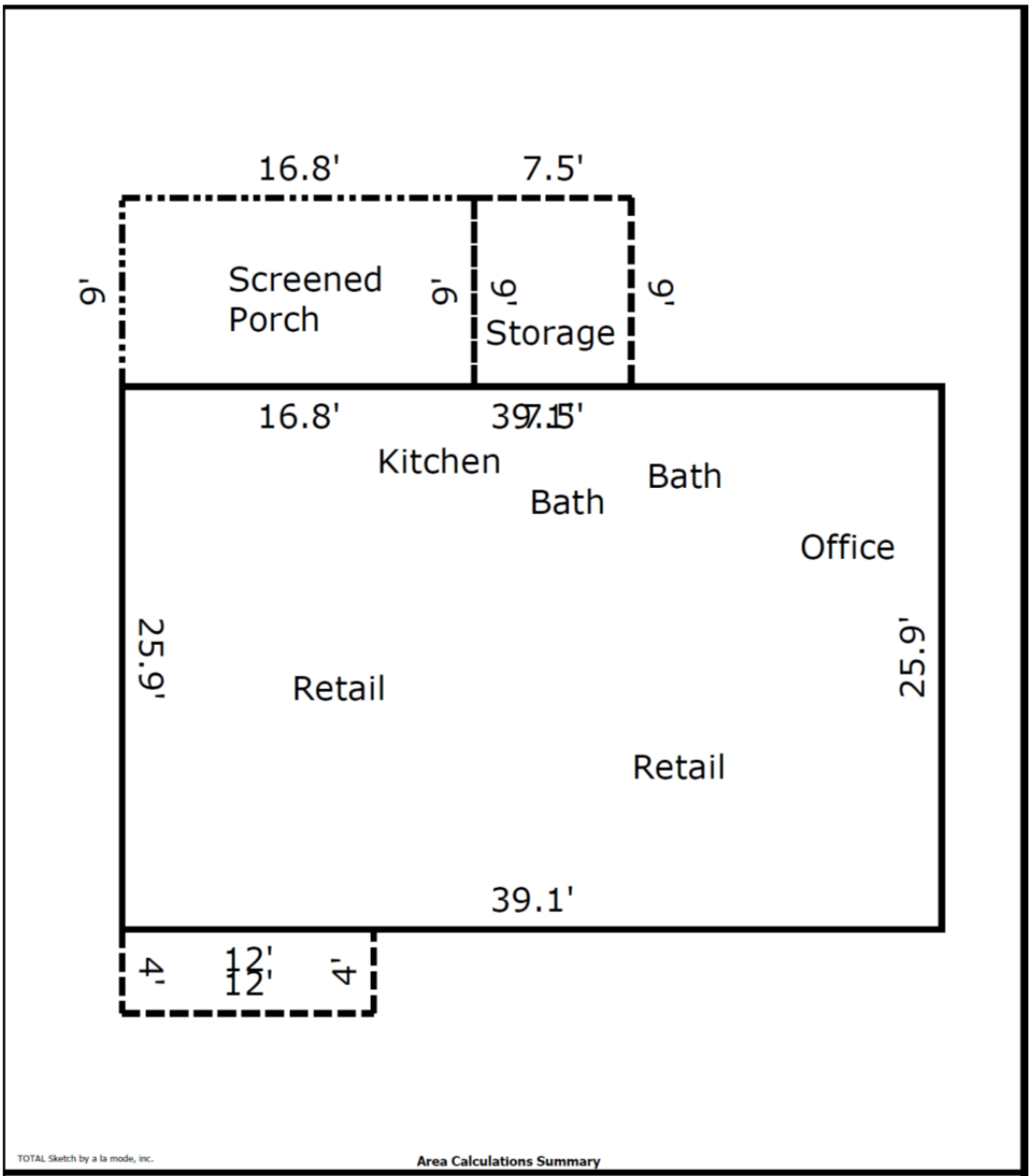
View East on Beaumont Street

PHOTOGRAPHS

View South on Tippin Avenue

View North on Tippin Avenue

SUBJECT BUILDING FLOOR PLAN



Area Calculations Summary

Living Area	
First Floor	1012.69 Sq ft
Total Living Area (Rounded):	**1013 Sq ft**
Non-living Area	
Covered Porch	48 Sq ft
Screened Porch	151.2 Sq ft
Storage	67.5 Sq ft

TOTAL Sketch software by a la mode, inc. 1-800-alamode

DESCRIPTION OF IMPROVEMENTS

LOCATION:	The property street address is 6116 Tippin Avenue, Pensacola, Florida 32504. The subject property is located in the southeast corner of Tippin Avenue and Beaumont Street.
BUILDING SIZE:	The subject is improved with an approximate 1,013 square foot, wood frame with brick veneer retail/office building.
AGE:	The improvements were originally constructed in 1971 as a residence and converted for retail use. The effective age is estimated to be 20 years with a remaining economic life of 20 years.
FOUNDATION:	The structure is built on a concrete slab with reinforced concrete foundation.
EXTERIOR WALLS:	The building has Brick veneer over wood frame exterior walls.
ROOF:	The roof is composite shingle over wood frame and sheathing.
INTERIOR FLOOR:	The flooring includes a mixture of carpeting and vinyl tile flooring.
INTERIOR WALLS:	The interior walls are painted drywall and wood shelving.
CEILING:	The ceilings is textured painted drywall.
LIGHTING:	Surface mount florescent light fixtures provide adequate lighting for the building.
HEAT/AIR:	The building is serviced by a central HVAC systems that appears adequate for the building.
RESTROOMS:	The building includes two restrooms that appear to be adequate for the current use of the property.
FENESTRATION:	The building has single-pane aluminum framed windows around the perimeter of the building, one front and one rear door. The property also includes a screened rear porch. Overall, the fenestration of the building is considered to be adequate.

DESCRIPTION OF IMPROVEMENTS (Cont'd.)

CONDITION/ QUALITY:	The building is constructed of average quality materials considered to be an Average Quality Class "D" Office Building in average condition.
COMMENTS:	The improvements consist of an older residence that has been converted to an office/retail use. The improvements were originally constructed in 1971 and require some renovations due to being vacant for a few years. The property reflects an effective age of approximately 20 years. The improvements are considered to be in average condition.
EQUIPMENT:	This appraisal considers the real estate only.

OTHER SITE IMPROVEMENTS

In addition to the building, site improvements include a concrete drive for three cars and an approximate 151 square foot screened porch and an approximate 68 square foot attached storage closet. The land to building ratio is 7.93:1, which is also considered to be a good ratio for a office/retail use.

HIGHEST AND BEST USE

A brief definition of the term "highest and best use" would be:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."[6]

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skills, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use section of this report is the pivotal point in the appraisal process. All previous data is used to test the four criteria of: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

LAND AS THOUGH VACANT

Legally Permissible - All legally permissible uses should be analyzed when considering a site's highest and best use. The zoning maps indicate the subject property is zoned COM. The Commercial district establishes areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts.

[6] American Institute of Real Estate Appraisers, *The Dictionary of Real Estate Appraisal*, Third Edition, 1993, pg. 171.

HIGHEST AND BEST USE (Cont'd.)

Physically Possible - Of the legally permissible adaptations of the site, those physically possible uses require consideration and analysis. The size and location of the parcel are important aspects of value. The subject property is located at 6116 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.184 acres or 8,031 square feet and the property has a corner location. The property has a rectangular shape and offers good utility. The subject property contains approximately 125 feet of frontage along the east right-of-way of Tippin Avenue and 64.25 feet of frontage along the south right-of-way of Beaumont Street. Ingress and egress are considered to be good. The site is level at road grade for Emily Street and above road grade for Tippin Avenue. No irregular topographical features were noted. The land appears to be well drained with no wetland areas noted. The soil is of a sandy composition. Based on the subject improvements and nearby improvements located upon similar soil types, it appears that this land is well suited for commercial development. All utilities are available to the subject site. These characteristics are considered to be ideal for improvement of the site to any of the legal conforming uses. Considering the location along a major thoroughfare for the neighborhood, a retail or office development would be the logical use of the site.

Financial Feasibility - Of the legally permissible and physically possible adaptations of the site, only those uses which are financially feasible should be considered. The cost of construction still exceeds the cost of purchasing existing commercial properties along Tippin Avenue. Therefore, assuming the property were vacant land, the only feasible use would be to hold until an end-user required and supported new construction.

Maximally Productive - The financially feasible use which results in the greatest return to the land is the one which is considered to be the highest and best use of the land. The maximally productive use of the land would be to hold until an end-user supported the demand for new construction.

HIGHEST AND BEST USE (Cont'd.)

AS IMPROVED

The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet.

The current use represents a legally conforming use of the site. The improvements were originally constructed in 1971 as a residence and converted for retail use. The effective age is estimated to be 20 years with a remaining economic life of 20 years. With such a long remaining life and a legally conforming use, the highest and best use of the property is considered to be the continued office/retail use.

Conclusion – Highest and Best Use

Probable Use: The highest and best use of the property is the continued use as a retail/office building.
Timing for use: Immediately
Probable Buyer/User: The probable buyer would be an investor or end user.

EXPOSURE TIME

According to the *2016-2017 USPAP*, the definition of the term "exposure time" would be:

> "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.";[7]

In other words, this is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Based on the sales found within this report and conversations with local market participants, the subject's exposure time is estimated to be from six to twelve months. This exposure time assumes the sale to have been handled by a knowledgeable real estate broker familiar with the subject real estate market.

[7] USPAP 2012-2013 Edition. (The Appraisal Foundation, 2012-2013), pg. U-3.

MARKETING TIME

A brief definition of the term "marketing time" would be:

"The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal."[8]

Based on the sales found within this report, current listings and conversations with local market participants, the subject's marketing time is estimated to be from six to twelve months. This marketing time assumes the sale to be handled by a knowledgeable real estate broker familiar with the subject real estate market. It also assumes aggressive real estate sales tactics and readily available contacts active in the subject real estate market. The subject's marketing time is considered to be reflective of the exposure time as little change is expected in the market.

[8] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute, 1993), pg. 220.

THE VALUATION PROCESS

There are three (3) commonly accepted approaches to value: The Cost Approach, Income Approach, and Sales Comparison Approach. All three utilize market derived information and are “market driven” approaches, as will be shown in the analysis.

The Cost Approach is a summation of land value and improvement value. The land is valued as though vacant and available for its highest and best use. The improvement is valued by first estimating the reproduction costs new from which all forms of depreciation are deducted. Depreciation can be both from deterioration and obsolescence. Obsolescence is further categorized as functional or external. The analysis of obsolescence, based on the highest and best use analysis, accounts for deductions necessary if the improvement is not adequate for the site.

The steps for the Income approach are to first estimate an economic rent for the subject. This analysis is made even if the property is owner occupied. From the gross potential income there is first deducted allowance for vacancy and collection loss with further deductions then made for the expenses applicable to the type property being valued. This net operating income is then capitalized into an indication of value through the use of an appropriate capitalization rate.

The Sales Comparison Approach is an estimation of the property value by comparison with recent sales of similar or competitive properties extracted from the subject’s market. The “market”, rather than being the immediate proximity to the subject, is considered that area, local, regional or even national that would be considered by a prospective buyer of the subject property.

These approaches do not make value. They are merely tools in the hands of the appraiser who must carefully weigh each value indication, give appropriate weight to the approach and reconcile into a final value conclusion. Given this is the valuation of an existing retail/office building reflecting an effective age of approximately 20 years, only the sales comparison and income approaches to value are employed. The elimination of the cost approach would have no adverse effect on the reliability of the value reported.

SALES COMPARISON APPROACH

The sales comparison approach involves direct comparisons to the subject property of similar properties that have sold in the marketplace. The approach consists of searching the market for sales, qualifying the sales prices and terms with one of the participants in the sale, comparing the sales to the subject property for differences, adjusting the sales for those differences and formulating an opinion of value from the adjusted value indications. The improved sales which are utilized will be compared on a cost per unit basis depending on the “typical” unit used by market participants.

The market derived adjustments follow a specific, logical order so as not to skew the results. The adjustments listed in order include: Property rights, financing, condition of sale, date of sale or market conditions, location and various physical adjustments which can be considered together. While an adjustment for each may not be required, they are considered resulting in a comparable unit of measure.

The units of comparison may be physical, such as dollars per square foot of area, or they may be economic, such as gross rent multipliers. These units of comparison yield a pattern which is reconciled and converted to a value indication for the subject via the sales comparison approach.

COMPARABLE IMPROVED SALES

Improved Sale No. 1

Property Identification	**Record ID**	651	
Building Type	Commercial		
Property Name	Office Building		
Address	2180 Creighton Road, Pensacola, Escambia, FL 32504		
Location	2180 Creighton Road		
Tax ID	31-1S-30-1500-001-001		
Sale Data			
Grantor	Walthall and Associates, Inc.		
Grantee	Three Sons Properties, LLC		
Sale Date	June 27, 2016		
Record Number	7550/1591		
Property Rights Transferred	Fee Simple		
Financing	Cash to Seller		
Conditions of Sale	Arm's Length		
Sale Price	$172,500	**Day on Market**	1 Week
Land Data			
Land Size	0.242 Acres or 10,562 SF		
Land to Building Ratio	5.31:1		
Road Frontage	79 FF		
Flood Zone			
Estimated Land Value	$75,000		
Building Data			
Building Size SF	1,989 SF	**Assessed Value**	$144,849
Year Built	1980	**Effective Age**	
Value Of Improvements Only	97,500.00	**Leasable Building SF**	SF
Income Analysis			
Indicators			
Sale Price/Gross SF	$86.73/SF		
Sale Price/Leasable SF	/SF		
Verification	Chuck Walthall, Seller, 850-478-9002, August 02, 2017		
Confirming Appraiser	Rodger Lowery, MAI		

Remarks

The subject property has been owner-occupied for several years. The owner placed the property for sale by owner and had a contract within a week. The property had been used as an insurance office for several years. The buyer performed some renovations to accommodate their needs and the property remains owner-occupied by the buyer. The improvements appear to be in average condition.

Improved Sale No. 1 (Cont.)

Comp Photo

Comp Site

Improved Sale No. 2

Property Identification	**Record ID**	376	
Building Type	Office		
Property Name	Office		
Address	6008 Tippin Avenue, Pensacola, Escambia, FL 32504		
Location	East side of Tippin Avenue across the street from Metzger Drive.		
Tax ID	14-1S-29-2104-000-004		
Sale Data			
Grantor	James & Josephine Watford		
Grantee	Fitzgerald Management, Inc.		
Sale Date	June 05, 2014		
Record Number	7182/735 & MLS#460423		
Property Rights Transferred	Fee Simple		
Financing	Cash		
Conditions of Sale	Arm's Length		
Sale Price	$90,000	**Day on Market**	8 DOM
Land Data			
Land Size	0.280 Acres or 12,197 SF		
Land to Building Ratio	13.14:1		
Road Frontage	70 FF		
Flood Zone	Zone X		
Estimated Land Value	$66,000		
Building Data			
Building Size SF	928 SF	**Assessed Value**	$56,642
Year Built	1961	**Effective Age**	
Value Of Improvements Only	24,000.00	**Leasable Building SF**	SF
Income Analysis			
Occupancy at Time of Sale			
Projected Gross Income	$7,888		
Vacancy	$789		
Effective Gross Income	$7,099		
Expenses	$1,775		
Net Operating Income	$5,324	**NOI/SF**	$5.74/SF
Overall Cap Rate	5.92%	**GIM**	11.41
Indicators			
Sale Price/Gross SF	$96.98/SF		
Sale Price/Leasable SF	/SF		
Verification	Ladawn Singleton, Listing Realtor, 850-554-9513, June 26, 2015		
Confirming Appraiser	Tom Fruitticher, MAI		

Remarks

This is office building is constructed on grade with a concrete foundation, lapped siding exterior walls and a metal roof. The building was constructed in 1961 and had an estimated effective age of about 30 years. The interior included carpet and vinyl flooring, drywall walls and ceiling. It also included one bathroom. The building is constructed close to the road and included a small parking lot to the rear.

Improved Sale No. 2 (Cont.)

Comp Photo

Comp Site

Improved Sale No. 3

Property Identification	**Record ID**	375	
Building Type	Office		
Property Name	Office		
Address	900 East Cross Street, Pensacola, Escambia, FL 32503		
Location	Northeast corner of 9th Avenue and Cross Street.		
Tax ID	00-0S-00-9025-019-335		
Sale Data			
Grantor	B&E Holdings, LLC		
Grantee	Solian, Inc.		
Sale Date	June 02, 2015		
Record Number	7354/1665 & MLS#480955		
Property Rights Transferred	Fee Simple		
Financing	Conv.		
Conditions of Sale	Arm's Length		
Sale Price	$105,000	**Day on Market**	0 DOM
Land Data			
Land Size	0.243 Acres or 10,598 SF		
Land to Building Ratio	7.85:1		
Road Frontage	213 FF		
Flood Zone	Zone X		
Estimated Land Value	$57,000		
Building Data			
Building Size SF	1,350 SF	**Assessed Value**	$88,721
Year Built	1950	**Effective Age**	
Value Of Improvements Only	48,000.00	**Leasable Building SF**	SF
Income Analysis			
Occupancy at Time of Sale			
Projected Gross Income	$10,800		
Vacancy	$1,080		
Effective Gross Income	$9,720		
Expenses	$2,430		
Net Operating Income	$7,290	**NOI/SF**	$5.40/SF
Overall Cap Rate	6.94%	**GIM**	9.72
Indicators			
Sale Price/Gross SF	$77.78/SF		
Sale Price/Leasable SF	/SF		
Verification	Rich Richardson, Listing Realtor, 850-417-0577, June 26, 2015		
Confirming Appraiser	Tom Fruitticher, MAI		

Remarks

This is an office building that was converted from a single family house. The building is constructed off grade with a built-up foundation, lapped siding exterior walls and a composition shingle roof. The interior included wood floors, drywall walls and a drywall ceiling. According to the listing Realtor, the buyer spent an additional $40,000 to $50,000 (Avg $45,000) in interior remodeling immediately after the sale. Prior to the remodel, the building was in average condition. At $45,000, the remodeling cost added $33.33/SF to the purchase price. The building was constructed in 1950 and was renovated over the years and had an estimated effective age of 35 years, prior to the renovation.

Improved Sale No. 3 (Cont.)

Comp Photo

Comp Site

Improved Sale No. 4

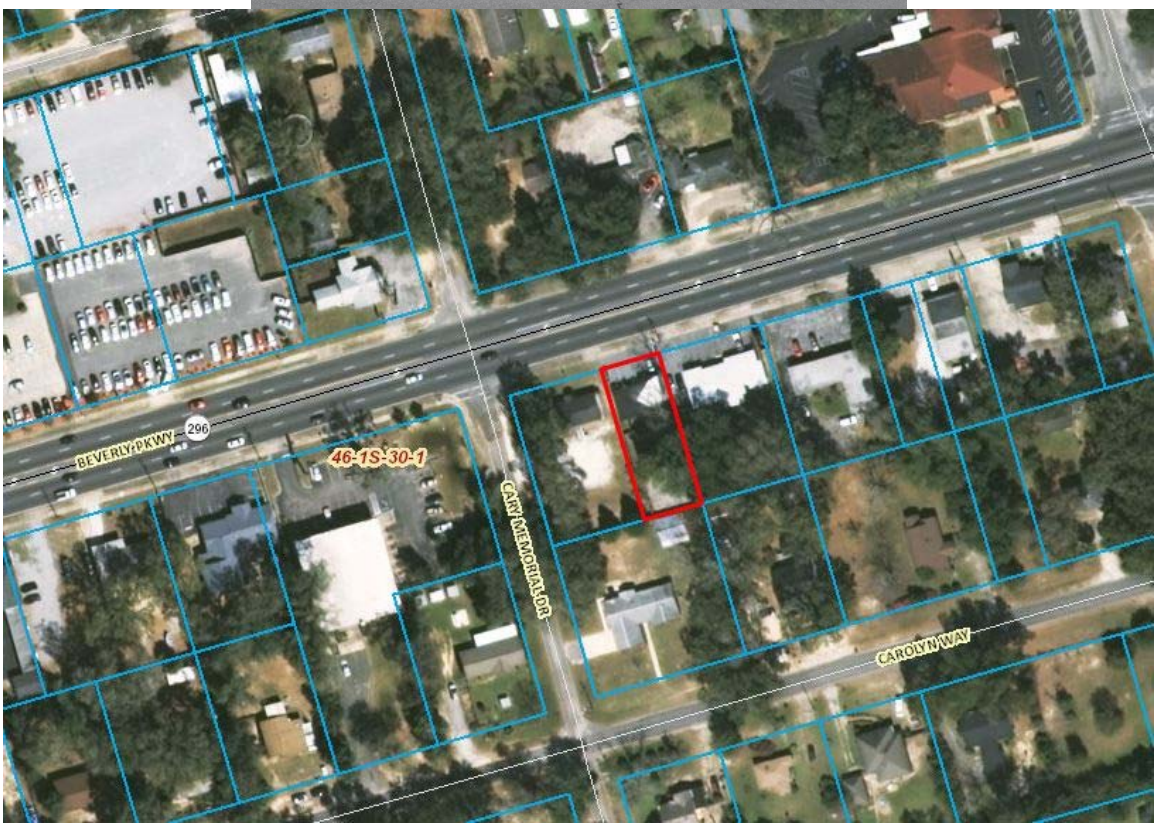
Property Identification	**Record ID**	510	
Building Type	Office		
Property Name	Office		
Address	117 Beverly Parkway, Pensacola, Escambia, FL 32505		
Location	Pensacola, Fl.		
Tax ID	46-1S-30-2001-015-018		
Sale Data			
Grantor	SunTrust Bank		
Grantee	Dennis H. and Kathy Johnston		
Sale Date	March 02, 2016		
Record Number	7487/976		
Property Rights Transferred	Fee Simple		
Financing	Conventional		
Conditions of Sale	Arms-Length		
Sale Price	$75,000	**Day on Market**	85 DOM
Land Data			
Land Size	0.196 Acres or 8,551 SF		
Land to Building Ratio	7.33:1		
Road Frontage	57 FF		
Flood Zone	Flood Zone X, Minimal Flooding		
Estimated Land Value	$33,000		
Building Data			
Building Size SF	1,166 SF	**Assessed Value**	$82,094
Year Built	1972	**Effective Age**	
Value Of Improvements Only	42,000.00	**Leasable Building SF**	SF
Income Analysis			
Occupancy at Time of Sale			
Projected Gross Income			
Vacancy			
Effective Gross Income			
Expenses			
Net Operating Income		**NOI/SF**	/SF
Overall Cap Rate		**GIM**	
Indicators			
Sale Price/Gross SF	$64.32/SF		
Sale Price/Leasable SF	/SF		
Verification	Paul Machado, Listing Broker, (850) 206-9148, May 09, 2016		
Confirming Appraiser	Rodger Lowery, MAI		

Remarks

This is a single-family residential home that was converted for use as an office building in 2012. The building contains a reception area, conference area, three (3) offices, a kitchenette and restroom. The building was also wired for high speed internet and for a commercial phone system. The building was in average condition with an effective age of 18 years.

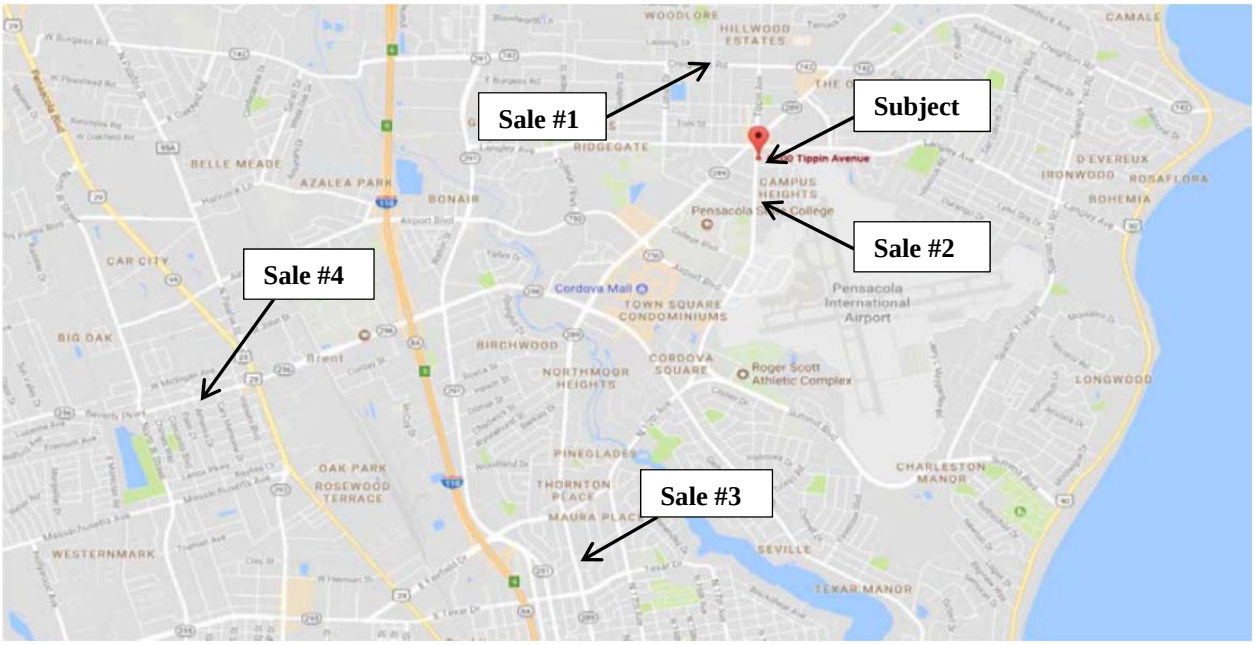
Improved Sale No. 4 (Cont.)

Comp Photo



Comp Site

OVERALL IMPROVED SALES MAP



Improved Sales Summary Grid				
	Comparable 1	**Comparable 2**	**Comparable 3**	**Comparable 4**
Location:	2180 Creighton Road	6008 Tippin Avenue	900 East Cross Street	117 Beverly Parkway
City	Pensacola	Pensacola	Pensacola	Pensacola
State	FL	FL	FL	FL
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash to Seller	Cash	Conv.	Conventional
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arms-Length
Date of Sale:	6/27/2016	6/5/2014	6/2/2015	3/2/2016
Sale Price:	$172,500	$90,000	$105,000	$75,000
Property Type	Commercial	Office	Office	Office
Building Size (SF)	1,989	928	1,350	1,166
Year Built	1980	1961	1950	1972
Building Condition	Average	Average	Average	Average
Effective Age	20 yrs.	30 yrs	35 yrs	18 yrs
Land Size SF	10,562 SF	12,197 SF	10,598 SF	8,551 SF
Land to Building Ratio	5.31:1	13.14:1	7.85:1	7.33:1
NOI		$5,324	$7,290	
NOI/SF	/SF	$5.74/SF	$5.40/SF	/SF
Cap Rate		5.92%	6.94%	
GRM		11.41	9.72	
Land Value	$75,000	$66,000	$57,000	$33,000
Improvement Only Value	$97,500	$24,000	$48,000	$42,000
Improvement Only $/SF	$49.02	$25.86	$35.56	$36.02
Overall Sale $/SF	$86.73	$96.98	$77.78	$64.32

IMPROVED SALES ANALYSIS

The subject property is the Retail/Office Building located at 6116 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.184 acres or 8,031 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet. The subject has a land-to-building ratio of 7.93:1.

A search of the area was made for improved sales that have a similar highest and best use as the subject property resulting in the previous four sales. Area investors typically considered commercial building purchases on a “price per square foot” basis. As this method of comparison is common, it will be used. The four sales occurred between June 2014 and June 2016 and reflected overall prices from $75,000 to $172,500 or $64.32 to $96.98 per square foot.

PROPERTY RIGHTS SOLD – The subject property rights being considered are those of the Fee Simple Estate. The rights transferred in the sales were also the fee simple estate so no property rights adjustments are necessary.

FINANCING - The comparable properties also sold for cash or terms considered similar to a cash sale requiring no financing adjustments.

CONDITIONS OF SALE - All of the sales were arms-length transactions requiring no conditions of sale adjustments.

EXPENDITURE AFTER THE SALE ADJUSTMENT – None of the sales required expenditures after the sale to make them habitable.

MARKET CONDITIONS ADJUSTMENT – The sales are considered to be recent enough that no market conditions adjustments are necessary.

COMPARATIVE ANALYSIS (Cont'd.)

PHYSICAL ADJUSTMENTS – The only physical adjustments that are considered to be required are ones for effective age, location and land-to-building ratio. These are as follow.

Effective Age Adjustment – The subject improvements reflect an effective age of approximately 20 years, which is similar to sale one, superior to sales two and three and inferior to sale four. Sale two reflects an effective age of 30 years being 10 years inferior to the subject. Based upon an economic life of 40 years, this indicates a difference of 25% depreciation. Applying this to the improvements price per square foot of $25.86/SF for sale two indicates a required upward adjustment of $6.47/SF. The same analysis is applied to sales three and four with sale three requiring an upward adjustment of $13.34/SF and sale four requiring a downward adjustment of $1.80/SF. Applying these adjustments indicates age-adjusted prices of $103.45/SF for sale two, $91.12/SF for sale three and $62.52/SF for sale four.

Location Adjustment – Sale four is located along Beverly Parkway, in an inferior neighborhood as compared to the subject and sales one, two and three. Based upon a comparison of sale four to sales one and three, I apply an upward location adjustment of 30% to sale four to compare to the subject's neighborhood at $81.28/SF.

Land-to-Building Ratio – The subject reflects a land-to-building ratio of 7.93:1, which is similar to sales one, three and four. Sale two has a much higher land-to-building ratio and requires a downward adjustment to compare o the subject. Based upon a comparison of sale two to the subject and sales one, three and four, a downward adjustment of 15% is applied to sale two. Applying this adjustment indicates an adjusted price of $87.93/SF.

The sales are considered to be similar enough to the subject in all other respects that no other adjustments are necessary. The previous adjustments are shown on the following adjustment grid.

COMPARATIVE ANALYSIS (Cont'd.)

Improved Sales Adjustment Grid				
	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Sale Price /SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Property Rights Adjustment	0%	0%	0%	0%
Property Rights Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Financing Adjustment	0%	0%	0%	0%
Financing Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Conditions of sale Adjustment	0%	0%	0%	0%
Conditions of sale Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Expenditures Immediately After Purchase Adjustment	$.00 /SF	$.00 /SF	$.00 /SF	$.00 /SF
Expenditures Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Market Conditions Adjustment	0%	0%	0%	0%
Market Conditions Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Locational & Phsical Characteristic Adjustments				
Effective Age Adjustment	$0.00	$6.47	$13.34	-$1.80
Adjusted Price	$86.73	$103.45	$91.12	$62.52
Location Adjustment	0%	0%	0%	30%
Adjusted Price	$86.73	$103.45	$91.12	$81.28
Land-to-Building Ratio	0%	-15%	0%	0%
Value Indiation	**$86.73 /SF**	**$87.93 /SF**	**$91.12 /SF**	**$81.28 /SF**

Reconciliation – After necessary adjustments, the comparables indicated a fairly tight value range from $81.28 to $91.12 per square foot, averaging $86.77/SF. With most weight to sales one, two and three due to the lower overall percentage of adjustments. I reconcile the subject's value via the sales comparison approach at $89/SF. Applying this to the gross building area of 1,013 square feet indicates a value via the sales comparison approach of $90,157, rounded to $90,200.

INDICATED VALUE, SALES COMPARISON APPROACH,

$90,200

INCOME APPROACH

The income approach utilizes the principle of anticipation, which states the value is the present worth of all expected future benefits accruing to ownership. These future benefits are generally in the form of income streams.

There are several basic steps involved in this approach. First, the gross market rent for the property is estimated through a comparison of other similar property leases. Next, an allowance for vacancy and collection losses is deducted resulting in the effective gross rent (E.G.R.). From the E.G.R. is deducted fixed expenses such as taxes and insurance, along with variable expenses such as management, maintenance and reserves for replacement of short-lived items such as the roof and floor coverings (when necessary). The resulting figure is the net operating income (N.O.I.). The N.O.I. is then converted into a present dollar estimate, which is the property's market value estimate. Converting the N.O.I. into a present dollar estimate is called capitalization.

Capitalization techniques include the direct capitalization analysis and the discounted cash flow analysis. The direct capitalization analysis is typically used on single tenant properties, which have very little change in income and expense ratios. This analysis assumes the income stream extends into perpetuity. The discounted cash flow analysis is typically used on more dynamic, multi-tenant properties, which have continually changing incomes and expenses. This analysis assumes the property will be held for a specific time period and then sold at the end of the holding period. The property value is based on the net income streams over the holding period, discounted to the present through the use of a present value factor plus the present value of the net reversion or sale of the property at the end of the holding period. The comparable rents and analysis used in this approach follow:

INCOME APPROACH (Cont'd.)

Comparable Rentals					
Description	**Rent #1**	**Rent #2**	**Rent #3**	**Rent #4**	**Rent #5**
Location	3900 Creighton Rd., Unit #2	5910 Tippin Ave.	1805 Creighton Rd., Unit 2	1805 Creighton Rd., Unit 1	6000 Tippin Ave.
Lease Date	6/15/2017	11/30/2016	8/25/2016	11/18/2016	Active
Size (SF)	800 SF	1,000 SF	780 SF	780 SF	928 SF
Rent	$11.25/SF	$11.10/SF	$11.31/SF	$11.31/SF	$12.28/SF
Terms	Gross Lease	Gross Lease	Gross Lease	Gross Lease	Gross Lease

The subject property is the Retail/Office Building located at 6116 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.184 acres or 8,031 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,013 square foot retail store previously operated as The Book Worm book store. The property is currently vacant and includes a screened rear porch and enclosed storage closet.

I searched the subject's neighborhood for recent office and retail leases on the multiple listing service. The four comparable leases and one active listing noted above in the chart are considered the most similar to the subject. It is noted the four leases range in size from 780 square feet to 1,000 square feet and reflect a lease range from $11.10 to $11.31 per square foot with the active listing for a 928 square foot building at $12.28/SF. I am also aware of a 1,700 square foot suite at 2401 Executive Plaza Drive, Unit 3A just south of the subject currently listed for $10.50/SF. All of the leases and listings are quoted on gross lease terms. Based upon a comparison of the subject to the comparable leased properties, I reconcile at a market rent for the subject property at $11.25 per square foot. Applying this to the subject's 1,013 square feet indicates a potential gross rental income of $11,396 annually.

Vacancy –Vacancy rates for retail and office properties in the subject's neighborhood are stabilized between 3% and 10%. For this analysis, I will consider a vacancy rate of 5%, which is bracketed by the other properties researched. Applying this to the subject's potential gross income of $11,296 indicates a vacancy allowance of $570. Subtracting this indicates an effective gross income for the property of $10,826 annually.

INCOME APPROACH (Cont'd.)

Expenses

The rental income is based upon gross lease terms with the landlord responsible for all expenses with the exception being utilities. The following expenses are applicable to the subject property and are discussed as follows.

Management - The typical management expense for leases on gross lease terms is 5% of the effective gross income. Applying 5% to the annual rent indicates a management expense of $541.

Real Estate Taxes - The real estate taxes for the subject property were previously reported to be $1,383, which will be used in this analysis.

Real Estate Insurance – I am unaware of the annual insurance premium for the subject, however based upon similar properties in the neighborhood, I estimate the annual premium at approximately $1/SF or $1,015 for the subject.

Reserves for Replacements – An expense of $0.15 per square foot or $152 annually has been allocated as a reserve for capital item replacements.

The expenses total $3,091 or 28.6% of the effective gross income. Given the expenses are based upon actual expenses the expenses are considered to be reasonable and will be used in this analysis.

The income and expenses will be summarized on the reconstructed operating statement that follows.

CAPITALIZATION ANALYSIS

The sales within the sales comparison approach indicated cap rates of 5.92% and 6.94% for sales two and three, but were based upon estimated income and expenses at the time of sale. The income and expenses were not estimated for sales one and four. Based upon the overall cap rates for other office/retail properties in the area, these rates appear to be on the low end of the range. Most office and retail properties that are older properties with single or dual tenant occupancy reflect overall rates in the range of 8% to 8.5%. These rates are in line with investor surveys for similar properties as well. Considering this, an overall rate range from 8% to 8.5%

will be used. The two cap rates are shown on the following reconstructed operating statement along with their value indications.

Reconstructed Operating Statement					
Potential Gross Income (PGI)		=	$11,396		
Vacancy	-5.00%	=	$570		
Effective Gross Income (EGI)		=	$10,826	$10,826	
Expenses					
Management	-5% of EGI	=	$541		
Real Estate Taxes	-$1,383	=	$1,383		
Insurance	-$1,015	=	$1,015		
Reserves for Replacement	-$152	=	$152		
Total Expenses			$3,091	$3,091	
Net Operating Income (NOI)				$7,735	
Value Indications	**NOI**	**÷**	**Cap Rate**	**=**	**Value Opinion**
Market Extracted Cap Rate	$7,735	÷	8.00%	=	$96,690
Investor Survey Cap Rate	$7,735	÷	8.50%	=	$91,002

Reconciliation – Both cap rates are fairly similar and would tend to support each other as being reasonable. As such about equal weight will be given to each to indicate a rounded value via the income approach of $94,000.

INDICATED VALUE, INCOME APPROACH,
$94,000

RECONCILIATION OF APPROACHES

The three valuation approaches reveal the following values:

COST APPROACH:	N/A
SALES COMPARISON APPROACH:	$90,200
INCOME APPROACH:	$94,000

If the appraiser had available sufficient factual data and correctly made the analysis, all approaches to value would be the same. This is seldom the case with the necessity for reconciliation of value. Both approaches indicated fairly similar values and offer good support to each other. As such, I will give about equal weight to each resulting in a final value opinion of **$93,000**.

FINAL VALUE OPINION

NINETY THREE THOUSAND DOLLARS

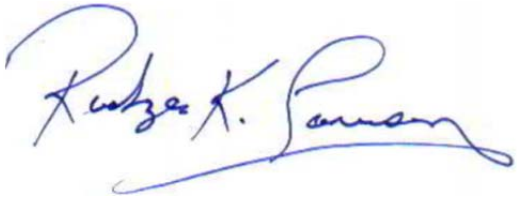
$93,000

PART THREE: CERTIFICATIONS AND ADDENDA

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 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.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have performed no other 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.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute.
- The subject of this appraisal report is identified as the Retail/Office Building, located at 6116 Tippin Avenue in Pensacola, Florida 32504. The estimated current Fee Simple Estate market value of the real estate as of the last date of inspection, July 28, 2017, was **$93,000**.



Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser RZ#1922

ASSUMPTIONS AND LIMITING CONDITIONS

1. 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.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. 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.
6. 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 them.
7. 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.
8. 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.
9. It is assumed that all required licenses, certificates of occupancy 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 in this report are based.
10. 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 for the purpose of this report.
11. It is assumed that the utilization of the land and improvements 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.
12. 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 substances 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 substances 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.

ASSUMPTIONS AND LIMITING CONDITIONS (Cont'd.)

13. 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 communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
15. 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 of land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
17. 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.

Extraordinary Assumption:

An extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.[9]

This appraisal is based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments.

Hypothetical Conditions:

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.[10]

This appraisal considers no hypothetical conditions.

[9] USPAP 2012-2013 Edition (The Appraisal Foundation) Page U-3
[10] USPAP 2012-2013 Edition (The Appraisal Foundation) Page U-3

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

1. It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

2. Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

3. It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

QUALIFICATIONS AS AN APPRAISER
RODGER K. LOWERY, MAI

EDUCATION

Bachelor of Science Degree - 1991
Florida State University
Tallahassee, Florida
Core Courses - Real Estate Major

Real Estate Feasibility Analysis, Real Estate Market Analysis, Real Estate Finance, Real Estate Appraisal, Legal Environment of Real Estate, Commercial Bank Administration, Urban Planning and Growth Management, Comprehensive Planning

Appraisal Institute Courses:

110: Appraisal Principles – 1994, 120: Appraisal Procedures – 1994, 310: Basic Income Capitalization – 1993, 410/420: Standards of Professional Practice – 1992, 430: Standards of Professional Practice Part C – 1999, 510: Advanced Income Capitalization – 1993, 520: Highest and Best Use and Market Analysis – 2000, 530: Advanced Sales Comparison and Cost Approaches – 1998, 540: Report Writing and Valuation Analysis – 1994, 550: Advanced Applications - 1994

Appraisal Institute Seminars

Reassigning, Readdressing and Reappraising – 2005, Supervisor/Trainee Roles and Relationships – 2010, Data Confirmation and Verification Methods – 2001, Scope of Work and Business Practices and Ethics – 2005, Effective Report Writing – 2003, Intro. To GIS Appl. For Real Estate – 2006, Analyzing Operating Expenses – 2006, Feasibility, Market Value, Investment Timing: Option Value – 2007, Using Your HP12C Financial Calculator – 2007, Online Data Verification Methods – 2009, Online Appraisal of Nursing Facilities – 2009, Analyzing the Effects of Environmental Contamination on Real Property – 2010, Online Appraisal Curriculum Overview – General – 2011, Online Appraisal Curriculum Overview – Residential – 2011, Online Business Practices and Ethics – 2016, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2016, Florida Core Law Update – 2016, Small Hotel/Motel Valuation – 2012, Appraisal of Fast Food Facilities – 2016, Distribution Warehouse Valuation - 2016

APPRAISAL EXPERIENCE

5/97 - Present — Residential and Commercial Real Estate Appraiser, Fruitticher-Lowery Appraisal Group (Owner/Appraiser). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

APPRAISAL EXPERIENCE (Cont'd.)

6/95 - 4/97 Residential and Commercial Real Estate Appraiser, RKL Appraisal Services, Inc. (President). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

6/95 - 9/96 Commercial Real Estate Appraiser, Laureate Realty Services, Inc. (Formerly Camp and Company), Mobile, Alabama. Income analysis and appraisal of neighborhood, community and regional shopping centers, malls, multi-tenant office buildings, apartments and hotels. Properties located in the southeast region, primarily Florida, Alabama, Mississippi and Louisiana.

9/92 - 5/95 Residential and Commercial Real Estate Appraiser, M. Eugene Presley and Associates. Commercial and residential fee appraiser. Responsibilities include the valuation of commercial properties, vacant commercial land, large acreage tracts, and environmentally sensitive properties. Numerous eminent domain appraisals, specifically including the Burgess Road and Airport Boulevard DOT projects. Eminent domain appraisals performed for the property owners.

12/91 - 9/92 Commercial Real Estate Appraiser, Marshall Appraisals, Inc. Associate appraiser. Responsibilities include the valuation of office buildings, banks, hotels, and other large commercial properties throughout Florida.

4/91 - 12/91 Research Assistant, State of Florida, Office of the Auditor General, Division of Real Estate. Responsibilities include the review of State of Florida county appraisal files audited by the Department of Revenue, as well as the review and confirmation of data within privately contracted appraisals performed for the Department of Natural Resources.

Expert Witness Experience

U.S. Bankruptcy Court, Mobile, Alabama, U.S. District Court, Northern District of Florida, Circuit Court, Baldwin County, Circuit Court, Bay County, Circuit Court, Santa Rosa County, Florida, Circuit Court, Escambia County, Florida, Circuit Court, Okaloosa County, Florida

Specialty Projects

Federal Express Facilities (Freight, Ground and Express)
Medical Facilities (Single and Multi-tenant Facilities)

PROFESSIONAL LICENSES/AFFILIATIONS

Designated MAI Member, Appraisal Institute, Member #11029
State-Certified General Real Estate Appraiser, State of Florida, License #RZ 0001922
State-Certified General Real Property Appraiser, State of Alabama, License #G00445
Real Estate Broker, State of Florida, License # BK0573361; FLAG Realty, Inc.
Real Estate Broker, State of Alabama, License #065378 (Reciprocal Brokers License)
Member - Pensacola Association of Realtors, Florida Association of Realtors and the National Association of Realtors
Past Member – Escambia County Planning Board
Past Member - Home Builders Association of West Florida
Past Member – City of Pensacola Zoning Board of Adjustments
Member – Leadership Escambia And Pensacola (LEAP) Class of 2001
Past Member – American Diabetes Association of Northwest Florida, Board of Directors
Past Member – Fiesta of Five Flags, Board of Governors
Past Member – WSRE Planned Giving Council, Board of Directors
Past Member - Pensacola Chamber of Commerce Relocation Committee

CLIENTS

American Equity Investments LIC
American National Bank of Minnesota
First National Bank and Trust
Centennial Bank
Saad Development Group
Pen Air Federal Credit Union
Charter Bank
ServisFirst Bank
Southtrust Bank
Summit Bank
Regions Bank
Mark Bednar, Esquire
Borowski & Traylor
Whitaker, Mudd, Simms, Luke & Wells
Phillip Bates
Samuel Bearman, P.C.
Beal Service Corporation
Clayton Bank and Trust
Community and Southern Bank
Grandbridge Real Estate Capital
Protective Life Insurance Company
State Bank and Trust
PNC Bank
BBVA Compass Bank
SunTrust Bank
Iberia Bank
First National Bank of Baldwin County
Beroset and Keene, Attorneys at Law
Donald W. Stewart, P.C.
Brogdon, Davis and Adams
Armbrecht Jackson, LLP
Tyler & Hamilton

Addendum

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ1922

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

LOWERY, RODGER K
3000 LANGLEY AVENUE #402
PENSACOLA FL 32504

ISSUED: 11/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611150002318

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	141S292102000001
Account:	012446500
Owners:	TERRELL HOLLY D
Mail:	4110 COPPERTREE LN PENSACOLA, FL 32504
Situs:	6116 TIPPIN AVE 32504
Use Code:	STORE, 1 STORY
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$37,240	$49,057	$86,297	$86,297
2015	$37,240	$45,438	$82,678	$82,678
2014	$37,244	$42,270	$79,514	$79,514

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/18/2013	7077	271	$100	OT	View Instr
09/17/2013	7077	272	$100	CJ	View Instr
05/1992	3178	670	$45,000	WD	View Instr
03/1990	2828	32	$100	QC	View Instr
01/1974	822	417	$18,330	WD	View Instr
01/1972	587	800	$17,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

None

Legal Description

BEG AT NW COR OF SEC S ALG W LI 671 40/100 FT N 89 DEG 55 MIN E 33 FT FOR POB CONT SAME COURSE 64 25/100 FT S 0 DEG...

Extra Features

ASPHALT PAVEMENT

Parcel Information

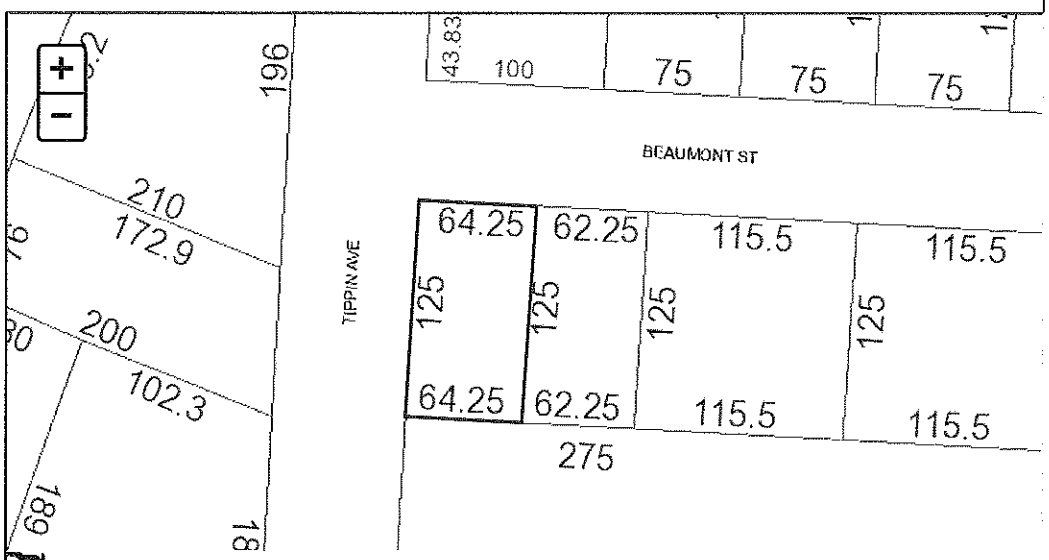
Launch Interactive Map

Section Map Id: 14-1S-29

Approx. Acreage: 0.1800

Zoned: Com

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

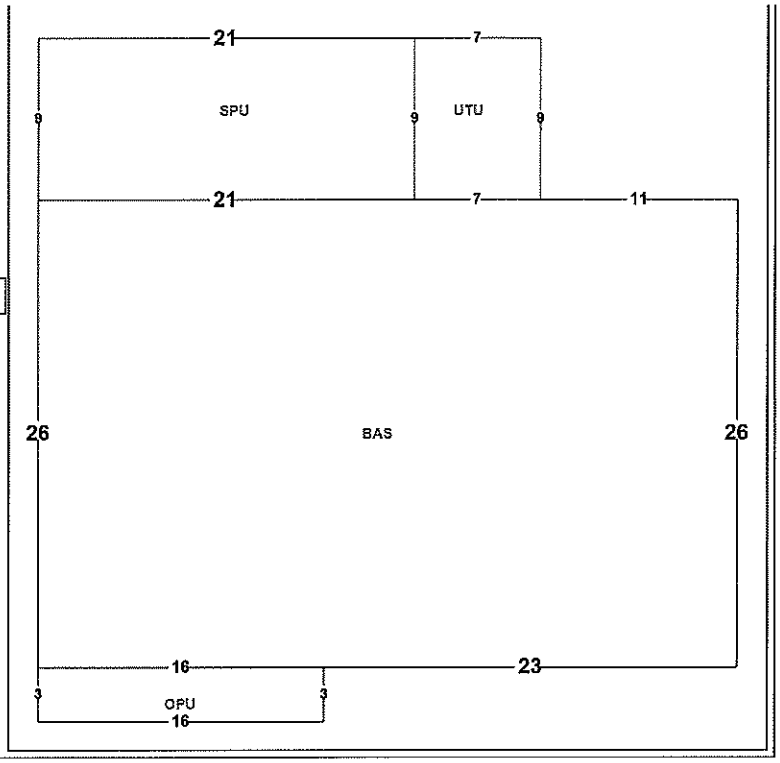
Address:6116 TIPPIN AVE, Year Built: 1971, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*AVERAGE*

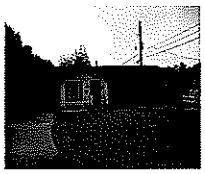
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*8*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1314 Total SF

BASE AREA - *1014*
OPEN PORCH UNF - *48*
SCRN PORCH UNF - *189*
UTILITY UNF - *63*



Images



4/15/15

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:05/04/2017 (tc.15072)

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2017 Paid Real Estate

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
01-2446-500	06		141S292102000001

INSTALLMENT 1 (JUN) 2017
TERRELL HOLLY D
4110 COPPERTREE LN
PENSACOLA, FL 32504

PROPERTY ADDRESS:
6116 TIPPIN AVE

EXEMPTIONS:

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	86,297	0	86,297	570.98
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	86,297	0	86,297	190.72
BY STATE LAW	4.6660	86,297	0	86,297	402.66
WATER MANAGEMENT	0.0366	86,297	0	86,297	3.16
SHERIFF	0.6850	86,297	0	86,297	59.11
M.S.T.U. LIBRARY	0.3590	86,297	0	86,297	30.98

TOTAL MILLAGE 14.5731 AD VALOREM TAXES $1,257.61

LEGAL DESCRIPTION

BEG AT NW COR OF SEC S ALG W LI 671 40/100 FT
N 89 DEG 55 MIN E 33 FT FOR POB CO
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33

FOR QUESTIONS ON THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS $125.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $1,382.94

If Paid By	Jun 30, 2017				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

2017 Paid Real Estate

INSTALLMENT 1 (JUN) 2017

ACCOUNT NUMBER
01-2446-500
PROPERTY ADDRESS
6116 TIPPIN AVE

TERRELL HOLLY D
4110 COPPERTREE LN
PENSACOLA, FL 32504

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	Jun 30, 2017 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid By HOLLEY TERRELL
Paid 06/29/2017 Receipt # 124-17-00172196 $325.00

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) **Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) **Rezoning to HDMU.** High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new non-residential use proposed within the HDMU district.
(Ord. No. 2015-56, § 3, 12-10-2015; Ord. No. 2016-2 § 1, 1-7-2016; 2016-31 § 1, 8-4-2016; Ord. No. 2017-5, §,2, 1-5-2017)

Sec. 3-2.10 Commercial district (Com).

(a) **Purpose.** The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(b) **Permitted uses.** Permitted uses within the Commercial district are limited to the following:

(1) **Residential.** The following residential uses are allowed throughout the district, but if within the Commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

(2) **Retail sales.** Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage. See also conditional uses in this district.

(3) **Retail services.** The following retail services, excluding permanent outdoor storage:

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair, and outdoor work.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

See also conditional uses in this district.

(4) **Public and civic.**

a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Foster care facilities.
g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding any industrial uses.

l. Warehousing or maintenance facilities for government agencies or for public utilities.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Indoor recreation or entertainment facilities, including movie theaters, bowling alleys, skating rinks, arcade amusement centers, bingo facilities and shooting ranges, but excluding bars, nightclubs or adult entertainment facilities.

c. Marinas, private and commercial.

d. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related.

a. Printing, binding, lithography and publishing.

b. Wholesale warehousing with gross floor area 10,000 sq.ft. or less per lot.

See also conditional uses in this district.

(7) Agricultural and related.

a. Agricultural food production primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics.

See also conditional uses in this district.

(8) Other uses.

a. Billboard structures.

b. Outdoor storage if minor and customarily incidental to the allowed principal use, and if in the rear yard, covered, and screened from off-site view, unless otherwise noted.

c. Parking garages and lots, commercial.

d. Self-storage facilities, excluding vehicle rental.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:

(1) Residential.

a. Group living not among the permitted uses of the district.

b. Home occupations with non-resident employees.

(2) Retail sales.

a. Boat sales, new and used.

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other that through approved site access.

c. Automobile rental limited to the same restrictions as used automobile sales.

d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.

(3) Retail services. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.

(4) Public and civic.

a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.

c. Cinerators.

d. Homeless shelters.

(5) Recreation and entertainment.

a. Bars and nightclubs.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) Industrial and related.

(a) Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.

(b) Microbreweries, microdistilleries, microwineries.

(7) **Agricultural and related.** Horses or other domesticated *equines* kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(8) **Other uses.**

a. Outdoor sales not among the permitted uses of the district.

b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.

c. Self-storage facilities, including vehicle rental as an accessory use.

d. Structures of permitted uses exceeding the district structure height limit.

(d) **Site and building requirements.** The following site and building requirements apply to uses within the Commercial district:

(1) **Density.** A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) **Floor area ratio.** A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) **Structure height.** A maximum structure height of 150 feet above adjacent grade.

(4) **Lot area.** No minimum lot area unless prescribed by use.

(5) **Lot width.** Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:

a. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Eighty feet at the street right-of-way for two-family dwellings.

c. **Multi-family and other.** Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.

(6) **Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) **Structure setback.** For all principal structures, minimum setbacks are:

a. **Front and rear.** Fifteen feet in both front and rear.

b. **Sides.** Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. **Corner lots.** Will have one front setback and one side setback.

(8) **Other requirements.** Refer to chapters 4 and 5 for additional development regulations and standards.

(e) **Location criteria.** All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) **Proximity to intersection.** Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) **Proximity to traffic generator.** Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) **Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) **Site design.** Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:

a. Any Intrusion into a recorded subdivision is limited to a corner lot.

b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) **Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) **Rezoning to Commercial.** Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy

COMMERCIAL APPRAISAL REVIEW FORM

The appraisal report which is the subject of this review is briefly identified and described as follows:

Name of Project/Property: N6116 - 6116 Tippin Avenue

Location/Legal: See attched addenda.

Type of Property: ☒ Existing ☐ Proposed Construction

Name of Appraiser: Roger K Lowery, MAI Telephone: 850-982-9032

Address: 3000 Langley Avenue, Suite 402,Pensacola, FL 32504

Report Addressed to: City of Pensacola - Pensacola International Airport Telephone:

Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504

Type of Appraisal Report: ☒ Narrative ☐ Printed Form ☐ Other (identify)

Section I - Purpose and Function of Appraisal

Value Sought: ☒ Market Value ☐ Other (identify)

Interests Valued: ☒ Fee Simple ☐ Leased Interest ☐ Easements ☐ Other (identify)

Real Estate Valued: ☐ Land ☒ Improvements ☐ Ground Lease ☐ Personal Property ☐ Other (identify)

Date of Value: ☒ Current ☐ Future ☐ Past

Definitions Given For: ☒ Value Sought ☒ Interest To Be Valued ☒ Market Rent ☐ Other (identify)

Assumptions and Limiting Conditions: ☒ Standard ☒ Consistent with Valuation Process ☐ Third Party Report ☐ Unreasonable or Excessive

Comments: Purpose and Function of Appraisal all appear complete.

Section II - Property Identification, Ownership and Assessment

Does the report adequately contain or identify:	Yes	No	N/A
Property Location/Address	☒	☐	☐
Legal Description	☒	☐	☐
Real Estate Tax Information	☒	☐	☐
Assessments, Bonds, etc.	☒	☐	☐
Existence of:			
Deed Restrictions	☐	☐	☒
Covenants, Conditions, Restrictions	☐	☐	☒
Moratoriums	☐	☐	☒

	Yes	No	N/A
Owners of Record	☒	☐	☐
History of Ownership	☒	☐	☐
If Applicable to Subject Property:			
Amount of Purchase Price	☐	$	
Pending Sales Price	☐	$	
Asking Price	☐	$	
Option Price	☐	$	
Other	☐	$	

Comments: All property data appears complete. Extraordinary assumption associated with accuracy of property appraiser discussion relative to size and age of improvements.

Section III - Location Analysis

Does the report adequately describe or identify:	Yes	No	N/A
Region	☒	☐	☐
City	☒	☐	☐
Neighborhood	☒	☐	☐

Does Report:	Yes	No	N/A
Sum up and rate the area	☒	☐	☐
Identify and discuss important trends	☒	☐	☐
Identify nuisances or hazards	☒	☐	☐

Comments: The neighborhood boundaries are defined, but are relatively broad in nature, relative to the boundaries in essence being the city limits of Pensacola. The data provided all appears to be factual.

Section IV - Property Description

Comment upon the descriptions and analysis of the following:

SITE:	Yes	No
Adequate description of physical features	☒	☐
Identification of encumbrances	☒	☐
Does report state adequacy of site for existing or proposed use	☒	☐
Utilities available	☒	☐
Special Problems:		
Flood	☒	☐
Environmental Hazards, Seismic, Toxic etc.	☒	☐
Other (identify)	☐	☐

IMPROVEMENTS:	Yes	No
Adequate description of physical features	☒	☐
Attention given to:		
Quality	☒	☐
Functional Utility and Appeal	☒	☐
Age	☒	☐
Condition	☒	☐
Hazardous Conditions	☒	☐
ZONING:		
Statement	☒	☐
Definition	☒	☐

Comments: The improvements are clearly and completely described, to include interior photographs.

Section V - Highest and Best Use

	Yes	No
Definition	☒	☐
Components	☒	☐
Conclusion of highest and best use: Retail/Office		
Current Zoning: COM-Commercial		
Status zoning change: None		
Status of building permit (if proposed construction): None		
Does report discuss feasibility/profitability	☒	☐

	Yes	No
Does property conform to zoning and neighborhood	☒	☐
Is use legal and physically possible	☒	☐
Has the report in this or other sections discussed:		
Marketability (supply-demand, market trends,	☒	☐
absorption occupancy levels)	☒	☐
Other (identify)		
Were other studies/reports considered	☐	☒

Comments: Highest and Best Use appears complete.

Copyright 1987 by the National Association of Review Appraisers and Mortgage Underwriters

Daniel Green & Associates, Inc.
Form 402 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Section VI - Property Valuation

Comment and rate the approaches to value:

COST APPROACH:	Satisfactory	Unsatisfactory
Format	☐	☐
Adequacy of data	☐	☐
Source of costs	☐	☐
Land value estimate	☐	☐
Estimated cost new	☐	☐
Depreciation estimate	☐	☐
SALES COMPARISON APPROACH:		
Format	☒	☐
Adequacy of data	☒	☐
Sources of data	☒	☐
Summary of sales table	☒	☐
Use of adjustment grid table	☒	☐
Comparative analysis of sales	☒	☐
INCOME CAPITALIZATION APPROACH:		
Format	☒	☐
Selection of proper capitalization method	☒	☐
Adequacy of data and support for:		
Comparable Rentals	☒	☐
Vacancy and Loss Factor	☒	☐
Operating History	☐	☐
Rent Roll	☐	☐
Income Estimate	☒	☐
Expense Estimate	☒	☐
Net Operating Income	☒	☐
Capitalization Rate	☒	☐

DISCOUNTED CASH FLOW ANALYSIS (DCF)	Satisfactory	Unsatisfactory
Format	☐	☐
Adequacy of data and support for:		
Holding Period	☐	☐
Growth Rates	☐	☐
Discount Rate	☐	☐
Development of Cash Flow Estimates	☐	☐
Reversionary Value	☐	☐
Other Methods of Processing Income Stream (Mortgage Equity, Band of Investments, etc.)	☐	☐

RECONCILIATION:

Indicated values are:

Cost Approach	$
Sales Comparison Approach	$ 90,200
Income Approach	$ 94,000
DCF Analysis	$
Other (Pending Sale, etc.)	$
Value Conclusion	$ 93,000

Allocation as Follows:

Land	$
Improvements	$
Personal Property	$
Other	$
Total Value	$ 93,000

Comments: Direct Capitalization was utilized, with overall capiitalization rate developed from actual sales and income data. No Cost Approach was needed or developed. The two approaches applied provide a reasonable range of indicated value.

Section VII - Other Report Requirements

	Yes	No
Does report contain a certification	☒	☐
Is the report co-signed	☐	☒
Did principal appraiser sign report	☒	☐
Did principal appraiser personally inspect subject property	☒	☐
Does principal appraiser make statement of concurrence with value conclusion	☒	☐
Does report contain appraiser(s) qualifications	☒	☐

Section VIII - Final Rating of Appraisal

Report Format	Acceptable	Unacceptable
Readability and neatness	☒	☐
Mathematical accuracy	☒	☐
Exhibits (Photos, Maps, etc.)	☒	☐
Appraiser's analytical ability	☒	☐
Purpose and function of appraisal	☒	☐
Property identification	☒	☐
Locational analysis	☒	☐
Property Description:		
Site	☒	☐
Improvements	☒	☐
Highest and Best Use	☒	☐

Property Valuation:	Acceptable	Unacceptable
Feasibility/Profitability	☒	☐
Market Trends	☒	☐
Cost Approach	☐	☐
Sales Comparison Approach	☒	☐
Income Approach	☒	☐
DCF	☐	☐
Reconciliation	☒	☐
Date of Appraisal	☒	☐
Overall Rating of Appraisal	☒	☐

Brief Comments on Unacceptable Ratings: The Direct Capiitalization method was applied, with rates developed through analysis of sales data. This is acceptable.

Section IX - Reviewer's Conclusions - Recommendations

Scope of Review:

	Yes	No
Read report	☒	☐
Interviewed appraiser	☐	☒
Field Review	☐	☒
Does the Reviewer concur with the soundness of conclusion:	☒	☐

If reviewer does not concur with the soundness of conclusion, then what is the recommended action:

- ☐ Totally reject appraisal
- ☐ Have appraiser rework, revise, update the appraisal
- ☐ Have another appraisal prepared by someone else
- ☐ Other

Concluding Comments: The appraisal report appears complete and well supported. No inadequacies noted.

Reviewer's Signature _____ Date _____

Name of Reviewer G. Daniel Green, MAI, SRA

Position _____ Department _____

Address 103 Bay Bridge Dr Telephone (850) 934-1797 x100

City, State, Zip Gulf Breeze, FL 32561

Copyright 1987 by the National Association of Review Appraisers and Mortgage Underwriters

Form 402 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Supplemental Addendum

File No. 170814293

Borrower							
Property Address	6116 Tippin Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Lender/Client	City of Pensacola						

• **Order Form: Legal Description**

BEG AT NW COR OF SEC S ALG W LI 671 40/100 FT N 89 DEG 55 MIN E 33 FT FOR POB CONT SAME COURSE 64 25/100 FT S 0 DEG 10 MIN W 125 FT S 89 DEG 55 MIN W 64 25/100 FT N 0 DEG 10 MIN E 125 FT TO POB OR 7077 P 272 LESS OR 2869 P 561-12TH AVE R/W

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00539 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT COMMERCE PARK - PROPERTY ACQUISITION E2416 - COLLEGE HEIGHTS

RECOMMENDATION:

That City Council authorize the purchase of E2416 (Parcel ID#141S292100200001) from Mark L. Comeau for $97,000, relocation assistance of $35,000, closing costs of $1,900, a 5% contingency in the amount of $6,695, moving costs of $5,000, and reestablishment benefits of $25,000, for a total amount of $170,595.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Airport contacted the property owner (Mark L. Comeau) of parcel E2416 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owner, an offer was made based on a fair market value appraisal and a technical review appraisal performed by independent MAI certified appraisers. The offer was subsequently accepted by the property owner.

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

This parcel contains a tenant occupied home and therefore relocation assistance in accordance with federal relocation guidelines is required. The tenant shall receive a Rental Supplement in lieu of Replacement Housing. As a Landlord, the owner of the property is also eligible for Reestablishment Benefits at a new rental property. The purchase price, relocation assistance, closing/miscellaneous costs, legal fees, 5% contingency, and moving costs are detailed in the estimated costs for the property on the following page.

PRIOR ACTION:

August 2006 - August 2017 - City Council approved the purchase of 91 residential and 24 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:	$ 97,000	Purchase Price
	35,000	Relocation Assistance
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	500	Estimated Survey
	$ 133,900	Sub-Total
	6,695	5% Contingency
	5,000	Move Costs
	25,000	Reestablishment Benefit
	$ 170,595	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds.

CITY ATTORNEY REVIEW: Yes

9/12/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Airport Commerce Park Map, Updated September 2017
2) Summary Appraisal Report, Client File #E2416
3) Technical Appraisal Review, #E2416

PRESENTATION: No

Pensacola International Airport

Airport Commerce Park

Updated September 2017

AI Reports™
Form 100.04

Client File #:	E2416	Appraisal File #:	RL17062X-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: 2416 Emily St
City: Pensacola **County:** Escambia **State:** FL **ZIP:** 32504
Legal Description: Lot 20, Block 1, College Heights
Tax Parcel #: 01-2390-000 **RE Taxes:** 916.73 **Tax Year:** 2016
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: Mark L. Comeau

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 this assignment. 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	$ 97,000
Indication of Value by Cost Approach	$ 27,500
Indication of Value by Income Approach	$ N/A

Final Reconciliation of the Methods and Approaches to Value: The subject property is a single-family occupied residential home that is in average condition. Although many properties in the subject's neighborhood are tenant occupied, the primary valuation method used by investors is the sales comparison approach. Considering this, only the sales comparison approach was utilized in valuing the subject. Based upon a direct comparison of the subject to recently sold competing properties, the sales comparison approach reflected a value for the subject as-is of $97,000. Assuming the lot were vacant with no improvements, the lot value would be approximately $27,500.

Opinion of Value as of: 7/27/2017 **$** 97,000

Exposure Time: 6 months

The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.

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

© Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-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:** 7/27/2017

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.) None utilized.

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: 7/27/2017

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

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

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

Approaches to Value Developed

Cost Approach:

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

Sales Comparison Approach:

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

Income Approach:

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

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

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

* 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).

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-E

MARKET AREA ANALYSIS

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

Neighborhood Single Family Profile

Price		Age
40	Low	40
150	High	60
80	Predominant	50

Neighborhood Land Use

1 Family	60%	Commercial	20%
Condo	10%	Vacant	5%
Multifamily	5%		%

Neighborhood Name: Airport Commerce Park

PUD ☐ Condo ☐ HOA: $ /

Amenities:

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

SITE ANALYSIS

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

Site Similarity/Conformity To Neighborhood

Size:	View:
☐ Smaller than Typical	☐ Favorable
☒ Typical	☒ Typical
☐ Larger than Typical	☐ Less than Favorable

Zoning/Deed Restriction

Zoning: MDR, Medium Density Residential

☒ Legal ☐ No zoning
☐ Legal, non-conforming
☐ Illegal

Covenants, Condition & Restrictions
☐ Yes ☒ No ☐ Unknown

Documents Reviewed
☐ Yes ☒ No

Ground Rent $ /

Utilities

Electric	☒ Public	☐ Other	
Gas	☒ Public	☐ Other	
Water	☒ Public	☐ Other	
Sewer	☒ Public	☐ Other	

Off Site Improvements

Street	☒ Public	☐ Private	
Alley	☐ Public	☐ Private	
Sidewalk	☐ Public	☐ Private	
Street Lights	☐ Public	☐ Private	

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

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other

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

* 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).

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-E

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 54	Effective Age: 35
☒ Existing ☐ Under Construction ☐ Proposed		☐ Attached	☒ Detached	☐ Manufactured	☐ Modular
Other:					

Exterior Elements	Roofing: Composite Shingle	Siding: Brick/Concrete Block	Windows: Single-Pane Aluminum
☒ Patio Open	☐ Deck	☒ Porch Covered Porch	☐ Pool	☒ Fence Chain Link
Other:			

Interior Elements	Flooring: Tile/Vinyl/Carpet	Walls: Drywall	☐ Fireplace #
Kitchen: ☐ Refrigerator ☒ Range ☒ Oven ☒ Fan/Hood ☐ Microwave ☐ Dishwasher		Countertops: Vinyl Laminate	
Other: Wood Cabinets			

Foundation	☒ Crawl Space Wood Sub-Floor	☐ Slab	☐ Basement
Other:			

Attic	☐ None ☒ Scuttle	☐ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central	Fuel: Electric	Air Conditioning: Central	
Car Storage	☒ Driveway Concrete	☐ Garage	☒ Carport 1=Car	☐ Finished
Other Elements	Utility Room			

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	Area	1				3	1	1		990
Level 2											

Finished area above grade contains:	Bedroom(s): 3	Bath(s): 1.1	GLA: 990

Summarize Above Grade Improvements: The improvements appear to be in average condition. The property includes a covered front and back porch/patio with chain link fencing. The residence has central heat and air conditioning.

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 1963 consisting of a three-bedroom/one and one-half bath residence The improvements are considered to be average quality in average condition. Overall the effective age is estimated to be 35 years.

* 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).

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-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	2416 Emily St Pensacola, FL 32504	3850 Whispering Pines Dr. Pensacola, Fl 32503		6530 Sanders Avenue Pensacola, Fl 32504		750 Farmington Road Pensacola, Fl 32504	
Proximity to Subject							
Data Source/ Verification		MLS #489702		MLS #505962		MLS #505988	
Sales Price	$		$ 27,500		$ 30,000		$ 29,000
Price / Sq.Ft.	$		$ 2.76		$ 0.85		$ 4.61
Sale Date		1/27/2016		3/30/2017		9/12/2016	
Location	College Heights	Scenic Heights		Scenic Heights		The Grove	-2,000
Site Size	9,495 Sq.Ft.	9,960 SF		35,285 SF	-2,500	6,288 SF	
Site View	Interior Residentia	Interior Res.		Residential		Interior Res.	
Site Improvements	Assumed Vacant	Vacant		Vacant		Vacant	
Net Adjustment		☐ + ☐ -	$	☐ + ☒ -	$ -2,500	☐ + ☒ -	$ -2,000
Indicated Value		Net Adj. % Gross Adj. %	$ 27,500	Net Adj. 8.3 % Gross Adj. 8.3 %	$ 27,500	Net Adj. 6.9% Gross Adj. 6.9%	$ 27,000
Prior Transfer History	None noted three years prior.	Foreclosure 6/2015 $100 CT		None noted three years prior.		None noted three years prior.	

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

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

Opinion of Site Value	$ 27,500

* 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).

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-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	990	Sq. Ft @ $	= $
Finished Below Grade Area		Sq. Ft @ $	= $
Unfinished Below Grade Area		Sq. Ft @ $	= $
Other Area		Sq. Ft @ $	= $
Car Storage	263	Sq. Ft @ $	= $
			$
			$
			$
Total Estimated Cost New			$
Less Depreciation			
Physical	58.33	% = $	
Functional		% = $	
External		% = $	
Total Depreciation		$	
Depreciated Value of Improvements			$
Contributory Value of Site Improvements			$
			$
			$
			$
Opinion of Site Value			$ 27,500
Indicated Value			$ 27,500

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

Cost Approach Reconciliation:

Indication of Value by Cost Approach	$ 27,500

* 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).

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-E

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address 2416 Emily St Pensacola, FL 32504				
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	$	$	$	$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		$	$	$
Location	College Heights			
Site/View				
Quality of Construction	Average			
Age	54			
Condition	Average			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 1.1	Baths	Baths	Baths
Gross Living Area	990 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 Heat/WU			
Car Storage				
Net Adjustment		☐+ ☐- $	☐+ ☐- $	☐+ ☐- $
Indicated Market Rent		Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $

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

Opinion of Market Rent $

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

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

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

Indication of Value by Income Approach $ N/A

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

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	2416 Emily St Pensacola, FL 32504	3360 Tide Dr Pensacola, FL 32504		3780 Winona Dr Pensacola, FL 32504		6360 Judkins Dr Pensacola, FL 32504	
Proximity to Subject		0.82 miles NE		1.12 miles NE		0.29 miles NW	
Data Source/ Verification		MLS #515071 Public Records		MLS #514615 Public Records		MLS #508885 Public Records	
Original List Price	$		$ 112,000		$ 113,000		$ 108,995
Final List Price	$		$ 112,000		$ 113,000		$ 108,995
Sale Price	$		$ 112,000		$ 106,000		$ 109,500
Sale Price % of Original List	%		100.0 %		93.8 %		100.5 %
Sale Price % of Final List	%		100.0 %		93.8 %		100.5 %
Closing Date		8/3/2017		6/22/2017		12/27/2016	
Days On Market		85		58		1	
Price/Gross Living Area	$	$ 102.56		$ 96.36		$ 106.83	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash to Seller	FHA		Conventional		FHA	
Concessions	None	None noted		None noted.		None Noted	
Contract Date	N/A	6/20/2017		5/13/2017		11/15/2016	
Location	College Heights	Eastgate		Scenic Heights		College Court	
Site Size	9,495 Sq.Ft.	9,600 SF		10,324 SF		8,053 SF	
Site Views/Appeal	Residential/Avg.	Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Ranch/Avg.	Ranch/Avg.		Ranch/Avg.		Ranch/Avg.	
Quality of Construction	Average	Average		Average		Average	
Age	54	54, Eff. 35		58, Eff. 35		50, Eff. 35	
Condition	Average	Good	-10,000	Good	-10,000	Good	-10,000
Above Grade Bedrooms	Bedrooms 3	Bedrooms 2		Bedrooms 3		Bedrooms 3	
Above Grade Baths	Baths 1.1	Baths 1	+1,500	Baths 2	-1,500	Baths 2	-1,500
Gross Living Area	990 Sq.Ft.	1,092 Sq.Ft.	-2,000	1,100 Sq.Ft.	-2,200	1,025 Sq.Ft.	
Below Grade Area	None	None		None		None	
Below Grade Finish	N/A	N/A		N/A		N/A	
Other Area	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central Heat/WU	Central		Central		Central	
Car Storage	1-Car Carport	1-Car Carport		1-Car Carport		1-Car Garage	-1,500
	Cvd Porch/Fence	CvdPorch/Fence		Cvd Pch/Fence		CvdPorch/Fence	
Utility Storage	Yes	Yes		Yd. Bldg.		Yd. Bldg.	
Net Adjustment (total)		☐+ ☒-	$ -10,500	☐+ ☒-	$ -13,700	☐+ ☒-	$ -13,000
Adjusted Sale Price		Net Adj. 9.4 % Gross Adj. 12.1 %	$ 101,500	Net Adj. 12.9 % Gross Adj. 12.9 %	$ 92,300	Net Adj. 11.9 % Gross Adj. 11.9 %	$ 96,500
Prior Transfer History	None noted three years prior.	None noted 3 years prior.		None noted 3 years prior.		Sold 9/2014 for $86,000.	

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 $92,300 to $101,500. With about equal weight to each sale, I reconciled the subject's current market value at $97,000.

Indication of Value by Sales Comparison Approach	$ 97,000

* 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).

 © Appraisal Institute 2013, All Rights Reserved

Supplemental Addendum

File No. **RL17062X-E**

Client	**City of Pensacola**						
Property Address	**2416 Emily St**						
City	**Pensacola**	County	**Escambia**	State	**FL**	Zip Code	**32504**
Owner	**Mark L. Comeau**						

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 11 sales occurring in the last year ranging in price from $57,500 to $115,000 with an average price of $90,440 and a median price of $94,950. 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 11 sales located, the three selected for comparison purposes were considered to be the most comparable to the subject.

The condition of all three sales was superior to the subject with a downward adjustment of $10,000 applied to each.

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

The size of the subject is similar to sale three and smaller than sales one and two. Using an depreciated cost new adjustment of $20/SF for the difference in size, a downward size adjustment of $2,000 is applied to sale one with a downward adjustment of $ $2,200 applied to sale two.

The subject has a one-car carport which is similar to sales one and two and inferior to sale three having a one-car garage. An downward adjustment of $1,500 is applied to sale three for superior car storage.

The subject includes a covered porch as well as chain link fencing, which is similar to all three sales.

Once the above noted adjustments have been applied, the three comparable sales reflect a range from $92,300 to $101,500. With about equal weight to each adjusted sale, I reconcile the subject's value via the sales comparison approach at $97,000.

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

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

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

VALUE DEFINITION

☒ Market Value Definition (below) ☐ Alternate Value Definition (attached)

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

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

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

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

 © Appraisal Institute 2013, All Rights Reserved

Client:	City of Pensacola	Client File #:	E2416
Subject Property:	2416 Emily St, Pensacola, FL 32504	Appraisal File #:	RL17062X-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.

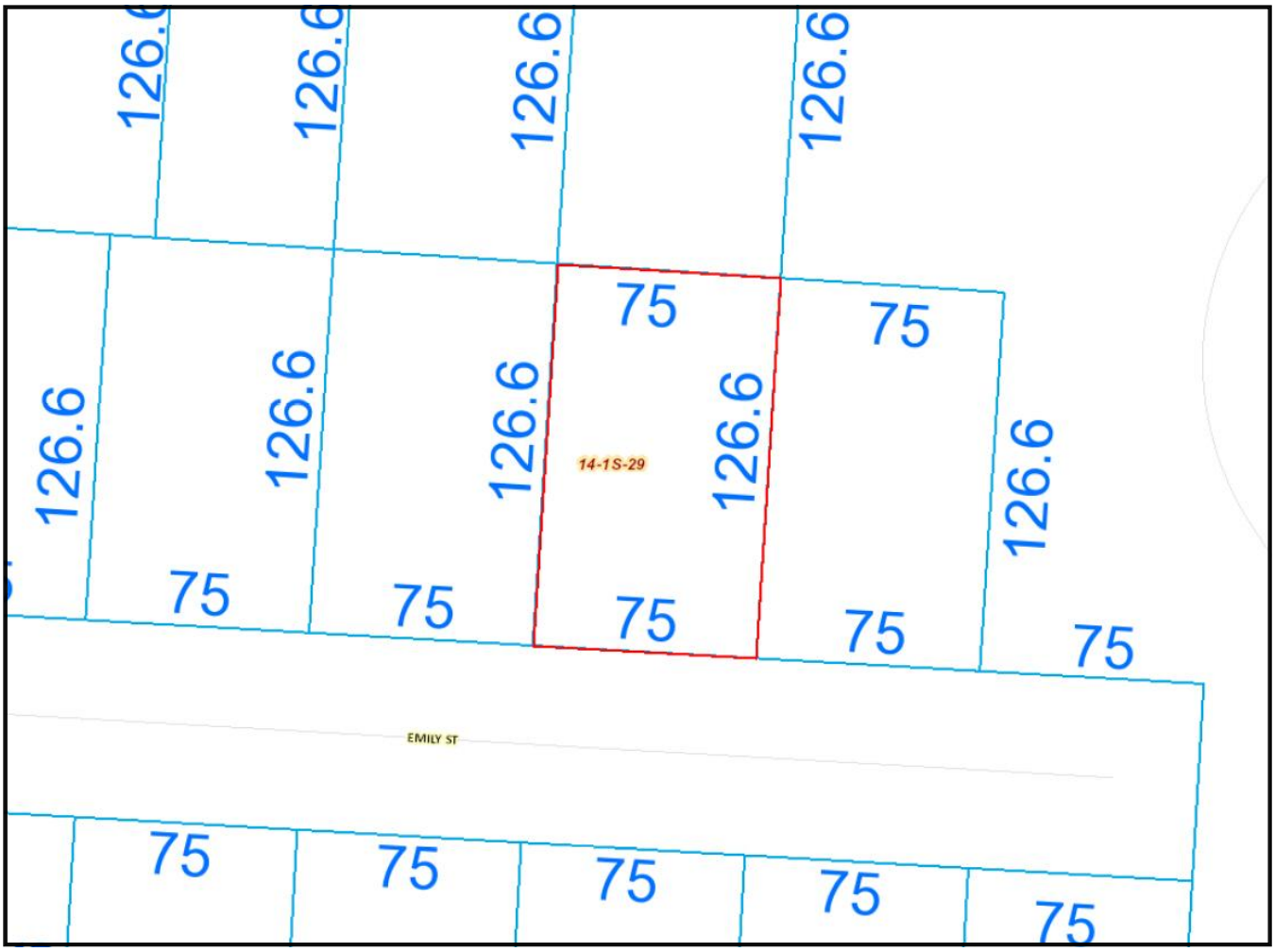
▪ I am a Designated Member of the Appraisal Institute. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.	▪

APPRAISER:	CO-APPRAISER:
Signature	Signature
Name Rodger K. Lowery, MAI	Name
Report Date 8/8/2017	Report Date
Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒	Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐
License # Cert. Gen. RZ1922 State Florida	License # State
Expiration Date 11/30/2018	Expiration Date

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

Site Map

Client	**City of Pensacola**						
Property Address	**2416 Emily St**						
City	**Pensacola**	County	**Escambia**	State	**FL**	Zip Code	**32504**
Owner	**Mark L. Comeau**						

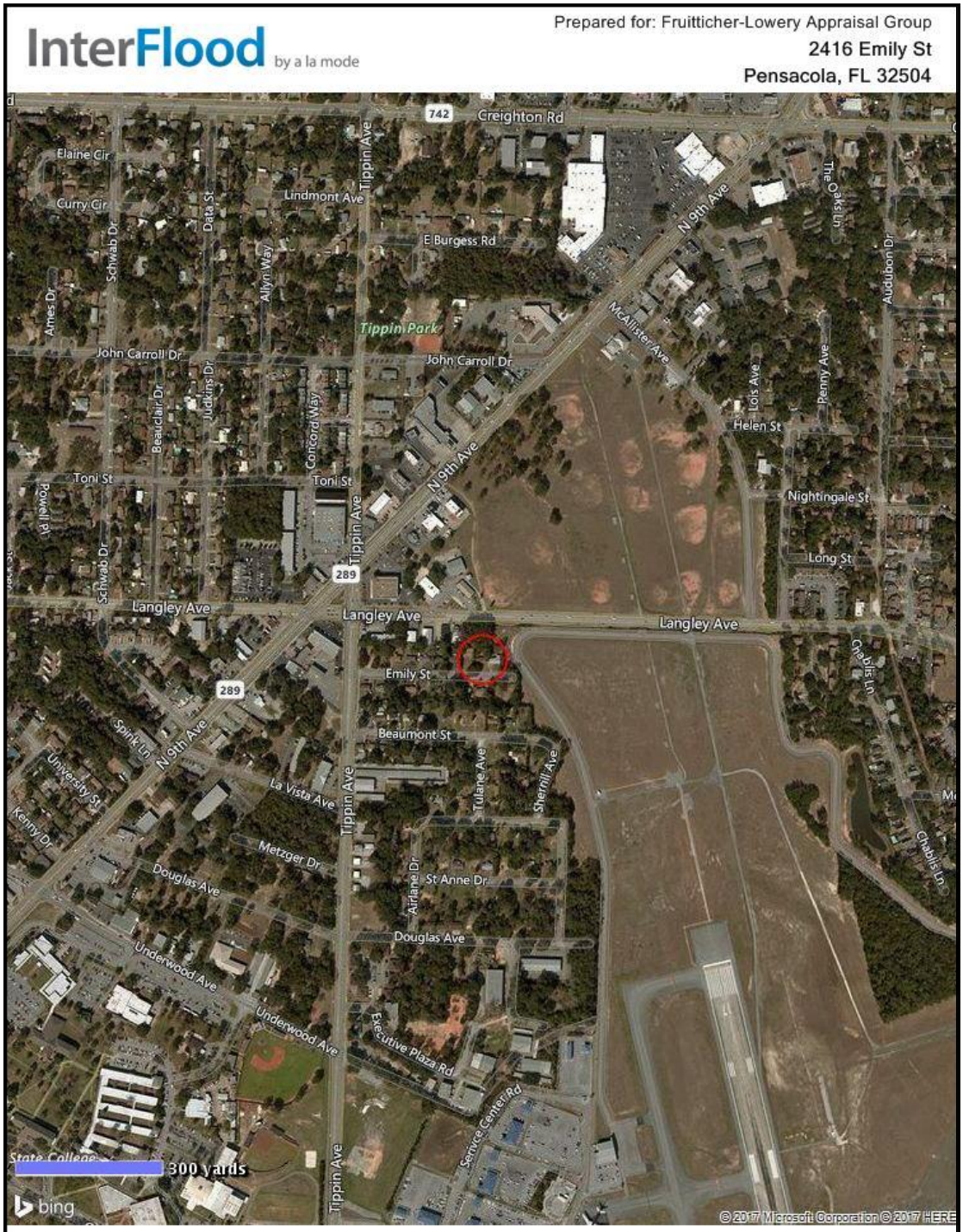


Aerial Map

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

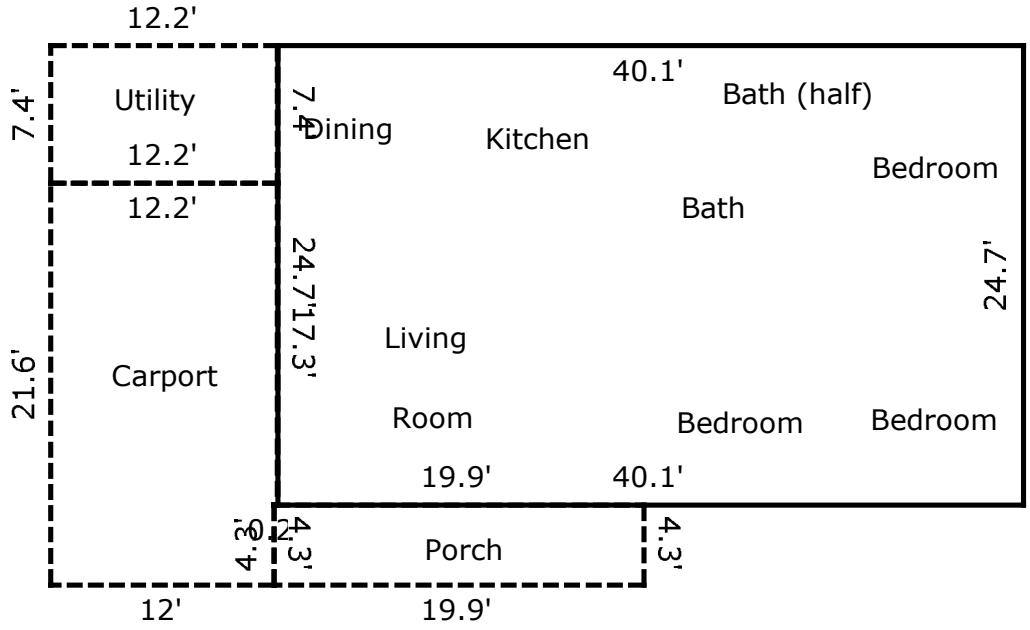
Flood Map

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						



Building Sketch

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						



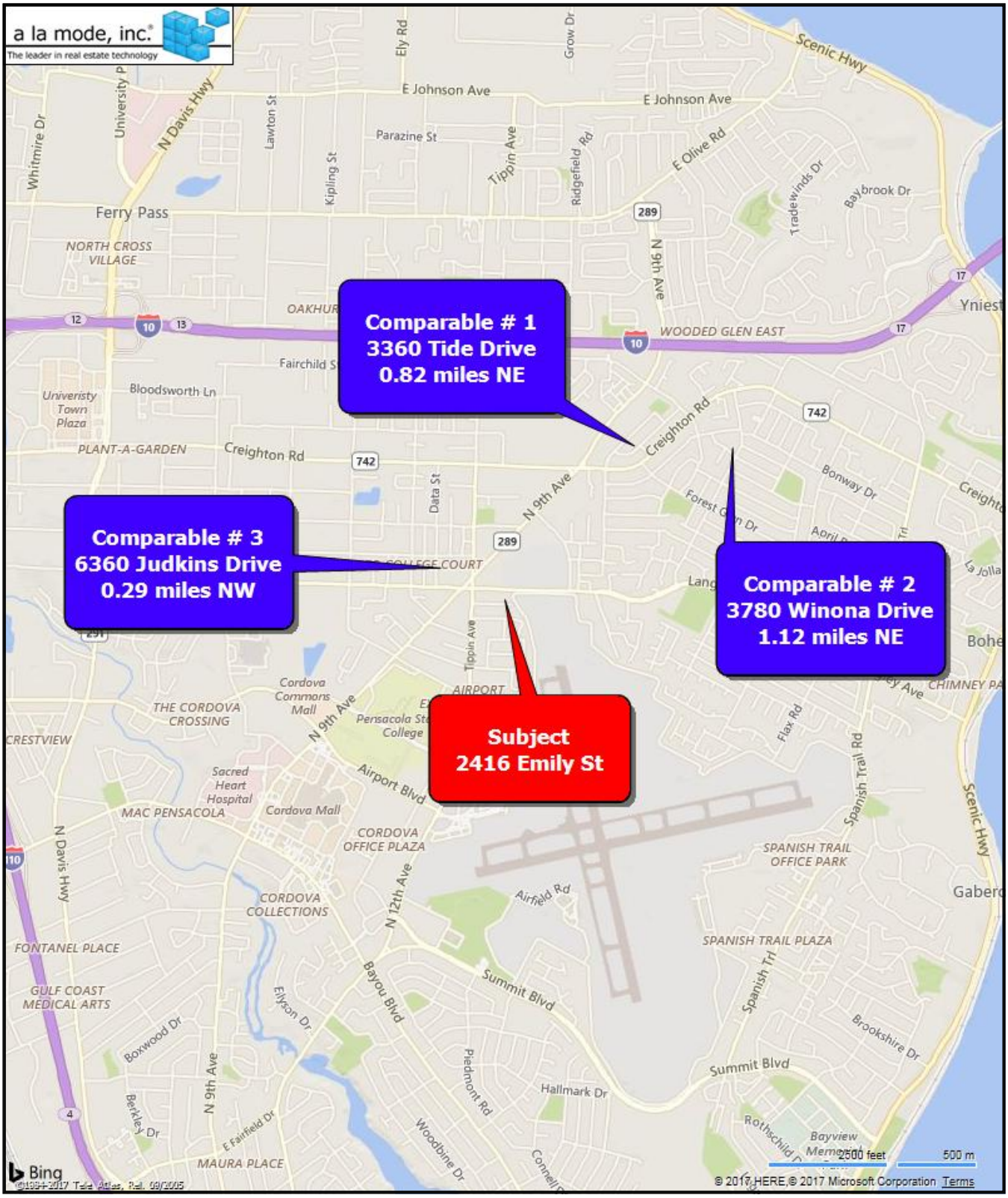
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	990.47 Sq ft
Total Living Area (Rounded):	**990 Sq ft**
Non-living Area	
1 Car Attached	262.7 Sq ft
Covered Porch	85.57 Sq ft
Storage	90.3 Sq ft

Location Map

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						



Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

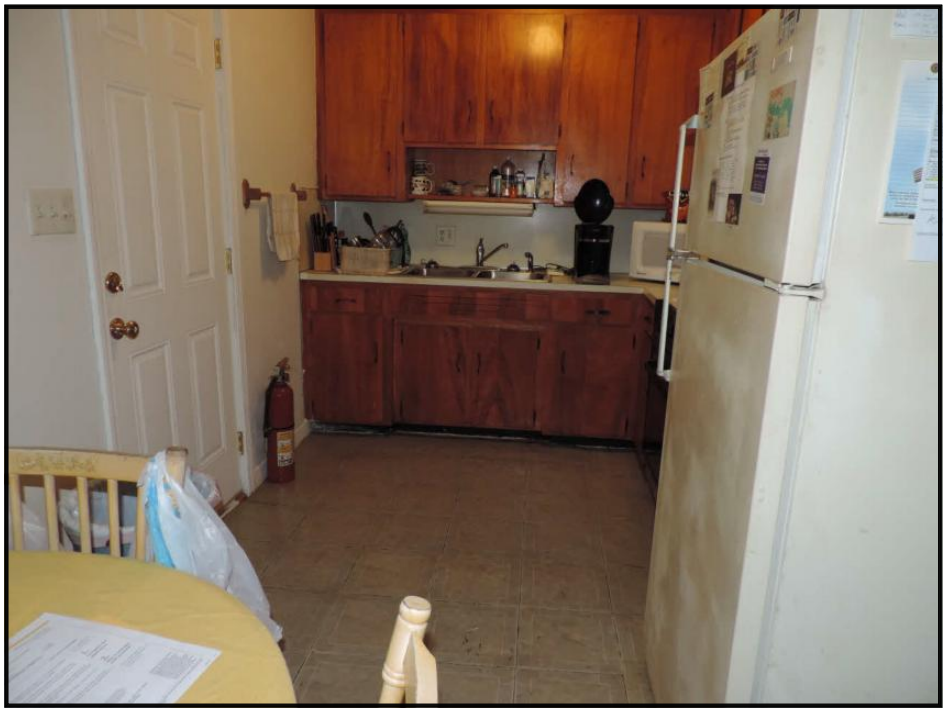
Subject Front

Subject Rear

Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

Street Scene



Kitchen/Dining Room

Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

Living Room

Bedroom

Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

Bedroom

Bedroom

Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

Bathroom

Half Bath

Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

Comparable #1

Comparable #2

Photograph Addendum

Client	City of Pensacola						
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Owner	Mark L. Comeau						

Comparable #3

APPRAISAL DESK REVIEW

170814292
File # 170814292

Lender/Client	City of Pensacola			Loan Number			
Borrower							
Property Address	2416 Emily St						
City	Pensacola	County	Escambia	State	FL	ZIP Code	32504
Original Appraiser	Rodger Lowery MAI			Phone			
Appraiser's Address	3000 Langley Avenue, Pensacola, Florida						

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.

	ITEMS	YES	NO	N/A	COMMENT ON ALL 'NO's'
SUBJECT	1. SUBJECT PROPERTY INFORMATION: The subject section is complete and correct, including any special conditions or financing.	☒	☐	☐	
NEIGHBORHOOD	2. 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.	☒	☐	☐	
	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.	☒	☐	☐	Improvements described as average quality/average condition.
	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.	☒	☐	☐	Actual Age 54, Effective Age 35
	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.	☒	☐	☐	Sketch more or less concurs with county appraiser's data, but does not include rear patio that county reflects. Not a significant issue.
	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.	☒	☐	☐	

06/13

	ITEMS	YES	NO	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 inside the new subdivision. Established subdivision subject properties have comparable sales from inside the subdivision.	☒	☐	☐	The appraisal is made as per FAA guidelines, relative to comparables being taken from areas outside the project boundary.
	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.	☐	☐	☒	Cost Approach was not applied, and is not required.
	35. SITE VALUE: The site value is reasonable, and if higher than usual it has been explained.	☒	☐	☐	The three comparable land sales utilized reasonable bracket the subject site and are supportive of value.
	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: G. Daniel Green, MAI, SRA
Date of Review: 08/29/2017
License or Certification # (if applicable): Reg Gen RZ836 State: FL Expires: 11/30/2018
Title or Designation: MAI, SRA

Reviewer inspected? ☐ Yes ☒ No
If 'Yes', Inspection Date: Desk Review Format

06/13

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:		**SUPERVISORY or CO-APPRAISER (if applicable):**	
Signature:		Signature:	
Name:	G. Daniel Green, MAI, SRA	Name:	
Title:	MAI, SRA	Title:	
State Certification #:	Reg Gen RZ836	State Certification #:	
or State License #:		or State License #:	
State: FL	Expiration Date of Certification or License: 11/30/2018	State:	Expiration Date of Certification or License:
Date Signed:	08/29/2017	Date Signed:	

Form RLC2_DEFD - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00540 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AIRPORT COMMERCE PARK - PROPERTY ACQUISITION N6200 - COLLEGE HEIGHTS

RECOMMENDATION:

That City Council authorize the purchase of N6200 (Parcel ID#141S292100001002) from Owen E. Farley and Clara Moonean for $120,000 along with a purchase additive of $6,000, closing costs of $1,900, a 5% contingency in the amount of $6,395, and moving costs of $5,000, for a total amount of $139,295.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Airport contacted the property owner (Owen E. Farley and Clara Moonean) of parcel N6200 and expressed an interest in purchasing the parcel located in the College Heights neighborhood. After discussions with the property owner, an offer was made based on a fair market value appraisal and a technical review appraisal performed by independent MAI certified appraisers. The offer was subsequently accepted by the property owner.

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

This parcel contains a commercial structure no longer in business and therefore relocation assistance in accordance with federal relocation guidelines is not required. The purchase price, purchase additive, closing/miscellaneous costs, legal fees, 5% contingency for the property, and moving costs for commercial fixtures are detailed in the estimated costs for the property on the following page.

PRIOR ACTION:

August 2006 - August 2017 - City Council approved the purchase of 91 residential and 24 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
	6,000	Purchase Additive
	500	Title, Examination, and Issuance
	500	Recording and Doc Stamps
	400	Legal Fees
	500	Estimated Survey
	$ 127,900	Sub-Total
	6,395	5% Contingency
	5,000	Move Costs
	$ 132,295	Total

FINANCIAL IMPACT:

Funds are available from FDOT grant proceeds.

CITY ATTORNEY REVIEW: Yes

9/12/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Airport Commerce Park Map, Updated September 2017
2) Summary Appraisal Report, Client File #N6200
3) Technical Appraisal Review, #N6200

PRESENTATION: No

Pensacola International Airport

Airport Commerce Park

Updated September 2017

City Limits

Indicates Acquired Parcel

Parcel of Interest
N6200

Retail/Office Building
6200 Tippin Avenue
Pensacola, Florida 32504

PART ONE: INTRODUCTION

APPRAISAL REPORT

TITLE PAGE

PROPERTY

Retail/Office Building

LOCATION

6200 Tippin Avenue
Pensacola, Florida 32504 32566

DATE OF VALUE

July 27, 2017

DATE OF REPORT

August 7, 2017

PREPARED FOR

City of Pensacola - Pensacola International Airport
Attn: Mr. Michael B. Laven, CPA, A.A.E.
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

Fruitticher Lowery Appraisal Group
3000 Langley Avenue, Suite 402
Pensacola, Florida 32504

FRUITTICHER - LOWERY
APPRAISAL GROUP

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

August 7, 2017

City of Pensacola - Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

Attn: Mr. Michael B. Laven, CPA, A.A.E.,
Airport Administration & Contracts Manager

Letter of Transmittal
RE: An Appraisal Report of the Fee Simple Estate in the Retail/Office Building Located at 6200 Tippin Avenue in Pensacola, Florida 32504
(N6200)

Dear Mr. Laven:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the Fee Simple Estate. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be between six to twelve months. I have performed no other 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.

RODGER K.LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445

Appraisal Institute MAI

TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

The subject property is the Retail/Office Building located at 6200 Tippin Avenue in Pensacola, Florida 32504 32566. The land size is 0.257 acres or 11,216 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple Estate of the Retail/Office Building located at 6200 Tippin Avenue in Pensacola, Florida 32504 as of the last date of inspection, July 27, 2017, was:

CURRENT MARKET VALUE

ONE HUNDRED TWENTY THOUSAND DOLLARS
$120,000

This appraisal is based upon the extraordinary assumption the billboard sign is not included in the property. It is also based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments. This appraisal considers no hypothetical conditions.

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida 32504. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and title XI of FIRREA. The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please don't hesitate to call.

Respectfully submitted,

Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser RZ#1922
Email – RLowery@FLAG1.Net
Contact Cell Phone – 850-982-9032

TABLE OF CONTENTS

PART ONE: INTRODUCTION II

TITLE PAGE III
LETTER OF TRANSMITTAL IV
TABLE OF CONTENTS VII
SUBJECT PHOTOGRAPH 8
SUMMARY OF SALIENT FACTS AND CONCLUSIONS 9
SCOPE OF THE APPRAISAL PROCESS 11
PROPERTY RIGHTS APPRAISED 12
PURPOSE OF APPRAISAL 13
USE OF APPRAISAL 13
DATE OF VALUE AND OF PROPERTY INSPECTIONS 13
MARKET VALUE DEFINITION AND IMPLICATIONS 14
IDENTIFICATION OF THE PROPERTY 15
HISTORY OF THE PROPERTY 16

PART TWO: DESCRIPTIONS, ANALYSIS AND VALUE CONCLUSIONS 17

GENERAL AREA LOCATION MAP 18
TAXES AND ASSESSMENT ANALYSIS 45
LAND USE PLANNING, ZONING, CONCURRENCY 46
PUBLIC AND PRIVATE RESTRICTIONS 47
ENVIRONMENTAL CONCERNS 47
TAX PLAT 48
SITE DESCRIPTION 51
PHOTOGRAPHS 53
SUBJECT BUILDING FLOOR PLAN 60
DESCRIPTION OF IMPROVEMENTS 61
HIGHEST AND BEST USE 63
EXPOSURE TIME 66
MARKETING TIME 67
THE VALUATION PROCESS 68
SALES COMPARISON APPROACH 69
INCOME APPROACH 83
RECONCILIATION OF APPROACHES 87

PART THREE: CERTIFICATIONS AND ADDENDA 88

CERTIFICATION 89
ASSUMPTIONS AND LIMITING CONDITIONS 90
EXTRAORDINARY ASSUMPTION: 91
HYPOTHETICAL CONDITIONS: 91
POLICY STATEMENT OF THE APPRAISAL INSTITUTE 92
QUALIFICATIONS AS AN APPRAISER 93
ADDENDUM 96

SUBJECT PHOTOGRAPH

View of Subject Property

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PREPARED FOR:	City of Pensacola - Pensacola International Airport
OWNERSHIP:	The property is currently under the ownership of Owen E. and Clara Moonean Farley.
USE OF APPRAISAL:	The use of this appraisal will be to aid in the negotiations for the purchase of the property by the City of Pensacola - Pensacola International Airport.
PROPERTY LOCATION:	The property is located at 6200 Tippin Avenue in Pensacola, Florida 32504 32566.
SITE SIZE:	The subject site is 0.257 acres or 11,216 square feet according to the County information.
IMPROVEMENTS:	The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied.
ZONING:	The property is zoned COM. The improvements are a legally conforming use of the property.
ENVIRONMENTAL CONCERNS:	The property is improved with a retail building and appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any wetlands associated with the site.
HIGHEST AND BEST USE:	The highest and best use of the property is the continued use as a retail/office building.
DATE OF VALUE:	The date of value is July 27, 2017, which is the last date of inspection.
ASSESSED VALUE:	$63,884
ANNUAL PROPERTY TAXES:	$1,056.31
PAST DUE TAXES:	$0.00

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (Cont'd.)

PROPERTY RIGHTS APPRAISED:	Fee Simple Estate

VALUE INDICATIONS

LAND VALUE OPINION:	**N/A**
COST APPROACH:	N/A
SALES APPROACH:	$110,000
INCOME APPROACH:	$125,000
FINAL VALUE OPINION:	**$120,000**

This appraisal is based upon the extraordinary assumption the billboard sign is not included in the property. It is also based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments. This appraisal considers no hypothetical conditions.

SCOPE OF THE APPRAISAL PROCESS

City of Pensacola - Pensacola International Airport is both my client and the intended user for this report. The use of this appraisal will be to aid in the negotiations for the purchase of the property by the City of Pensacola - Pensacola International Airport. The purpose of this report is to provide an opinion of the current market value of the Fee Simple Estate for the subject property located at 6200 Tippin Avenue in Pensacola, Florida 32504 32566. The current date of value is July 27, 2017, the last date of inspection.

In an effort to meet your requirements as well as conforming to the Uniform Standards of Professional Appraisal Practice (USPAP), a visual inspection was made of the subject land and improvements. The land size information was obtained from the County information and is assumed to be correct. This appraisal is based upon the extraordinary assumption the billboard sign is not included in the property. It is also based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments. This appraisal considers no hypothetical conditions.

In addition to the physical inspection, research was conducted on a regional and neighborhood basis in an effort to identify trends and factors which have an effect on area property values. Once these trends and factors were identified, a highest and best use analysis was conducted. Upon determination of the land’s highest and best use, similar improved sales and improved rents were researched for use in the sales comparison approach and income approach to value. The improved sales were extracted from the public records information, confirmed with one of the parties to the sale and then written up in detail in the body of the sales comparison approach to value. They were adjusted for differences and reconciled into a value opinion via this approach. Income and expense information was obtained for use in the income approach to value. The two approaches to value result in separate value estimates with appropriate weight given to each for reconciliation into a final value conclusion. Considering the age of the building and/or the recent lack of meaningful land sales, the cost approach is being eliminated from consideration. As little or no weight would be given to this approach, its elimination would have no negative effects on the final value opinion.

PROPERTY RIGHTS APPRAISED

There are several different types of ownership interest that can be appraised. These include the Fee Simple Estate ownership interest, the Leased Fee ownership interest and the Leasehold ownership interest.

“Fee Simple Estate” has been defined as:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[1]

“Leased Fee Estate” has been defined as:

> "An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease"[2]

“Leasehold estate” has been defined as:

> "The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions."[3]

The property rights that are being appraised are those of the Fee Simple Estate.

---

[1] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 113.

[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 204.

[3] The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition. (Chicago, Illinois: Appraisal Institute, 2002), pg. 162.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to arrive at a supportable estimate of the market value of the subject property. The objective of this report is to present the data and reasoning used to form this opinion of value.

USE OF APPRAISAL

This appraisal is being prepared for use by City of Pensacola - Pensacola International Airport. The use of this appraisal will be to aid in the negotiations for the purchase of the property by the City of Pensacola - Pensacola International Airport.

DATE OF VALUE AND OF PROPERTY INSPECTIONS

The property was last inspected on July 27, 2017, which is also the current date of value. This report was prepared on August 7, 2017.

MARKET VALUE DEFINITION AND IMPLICATIONS

The definition of market value as currently stated by The Office of the Comptroller of the Currency is as follows:

> "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:
>
> A. Buyer and seller are typically motivated;
>
> B. Both parties are well informed or well advised and each acting in what they consider their own best interest;
>
> C. A reasonable time is allowed for exposure in the open market;
>
> D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
>
> E. 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."[4]

[4] The Office of the Comptroller of the Currency, 12CFR, Part 34

IDENTIFICATION OF THE PROPERTY

PROPERTY ADDRESS: The property is located at 6200 Tippin Avenue in Pensacola, Florida 32504 32566. The subject property is located in the southeast corner of Tippin Avenue and Emily Street.

LEGAL DESCRIPTION: Lot 1, Block 2, College Heights

OWNER OF RECORD: The property is currently under the ownership of Owen E. and Clara Moonean Farley.

TYPE OF OWNERSHIP: Fee Simple Estate

PHYSICAL: The subject property is the Retail/Office Building located at 6200 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.257 acres or 11,216 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied.

HISTORY OF THE PROPERTY

Five Year Sales History – The subject property has remained under the current ownership for more than the past five years.

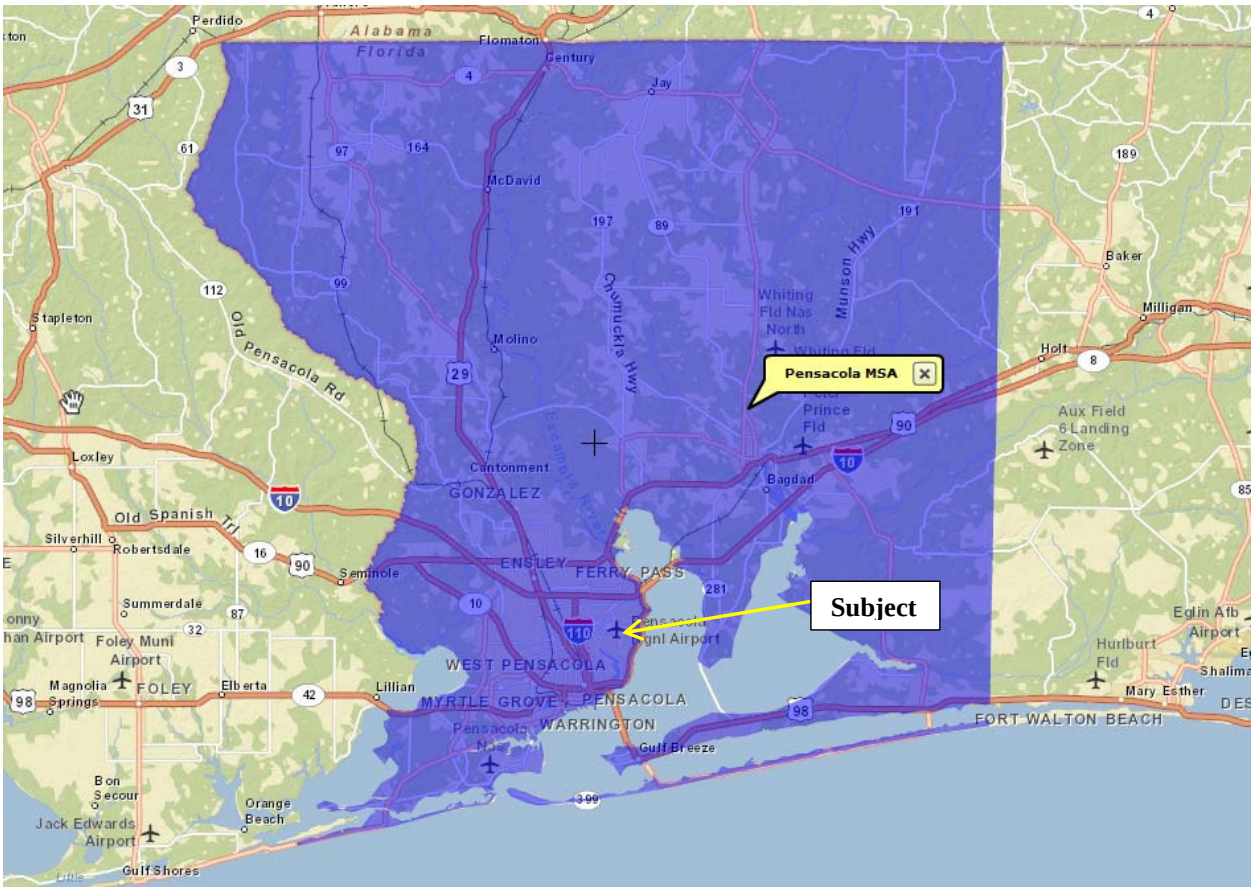
Pending Sales - There currently are no pending sales.

Rental History – The property has remained owner-occupied for more than the past five years.

Listing History – The property is currently listed for sale by Beck Partners for $175,000.

PART TWO: DESCRIPTIONS, ANALYSIS AND VALUE CONCLUSIONS

GENERAL AREA LOCATION MAP



GENERAL AREA DATA

There are four basic interrelated forces that influence the value of a property: Social/population trends; economic changes and adjustments; governmental controls and regulations; and physical or environmental changes. These forces are considered in every phase of the evaluation and valuation process but are best discussed in the General Area Data and Neighborhood Data sections of the report. The subject's general area is considered the Pensacola Metropolitan Statistical Area (MSA), which includes the City of Pensacola and the nearby communities of Cantonment, Pace, Milton, and Gulf Breeze, located in Escambia and Santa Rosa Counties. The interrelated forces influencing this general area, as listed above, follow:

GENERAL AREA DATA (Cont'd.)

SOCIAL/POPULATION

Among the more important factors in a market study are the area population trends and the factors that affect the expected future population. The information obtained for the subject's market area of the Pensacola MSA, which consists of Escambia and Santa Rosa counties, was obtained from the *United States Census Bureau* and updated through the *Site To Do Business*.

The Pensacola MSA has a year 2016 population estimate of 480,583, based on projections by ESRI and quoted by the *STDB (Site to do Business)* which is up from the 2010 Census of 448,991. This average increase per year of 0.18% is expected to continue into the future with current estimates for the year 2021 being 507,895. The average household size is 2.49 people per residence and there currently are an estimated total of 212,880 housing units of which 55% are owner occupied, 30.6% are renter occupied and 14.4% are vacant. The number of vacancies may be somewhat misleading, as many of the beach properties are only seasonally occupied. The median household income for 2016 is indicated to be $48,074.

The population increase for the Pensacola MSA over the next five years is expected to be 27,312 people. This translates to the need for 10,969 new households (2,194/Year) over the next five years. The median house value in the community is $152,498. Considering the median household income along with the average rule-of-thumb that 25% of the household income can go toward a mortgage, would indicate approximately $12,019 ($1,002/month) can be used for mortgage payments in the median household. Considering a 4.5% interest rate, monthly payments of $1,002 and a 30 year amortization, the median household can afford a mortgage in the amount of $197,776 and considering a 10% down payment, the median household could afford a home of about $219,729. As this is well above the currently indicated median home value, there is room for continued home value increases.

GENERAL AREA DATA (Cont'd.)

As stated, the beach area condominium market is largely made up of absentee owners. Looking at a list of owners from a typical development such as the Emerald Isle Condominium shows owners from Indiana, Louisiana, Florida, Virginia, Georgia, Washington, Tennessee, Arkansas, Alabama and Mississippi, to name a few. As the condominium market is made up of such a large segment of the United States population, local single-family housing occupancy statistics would have little impact on condominium prices.

As with most markets, the Escambia County/Santa Rosa County general area experienced a housing bubble between 2004 and 2005. In an effort to demonstrate the current status of the Escambia and Santa Rosa housing market, statistical information was obtained from the Pensacola Association of Realtors' Multiple Listing Service (PARMLS). While the PARMLS does not account for all sales, it is a good representation of what is going on in the local market. PARMLS sales for condominiums, single-family homes, and residential lots (< 1/2 acre) were researched within the two-county area and included in the following chart.

Average Sales Trends						
Year	**Condo Sales**		**Single-Family Sales**		**Resid. Land (< ½ Acre)**	
	# Sales	**Average $**	**# Sales**	**Average $**	**# Sales**	**Average $**
2000	382	$161,598	4,613	$122,217	401	$45,957
2001	403	$168,911	4,985	$122,912	464	$46,960
2002	528	$200,121	5,848	$130,036	669	$53,323
2003	693	$270,403	6,548	$138,965	776	$59,831
2004	728	$362,597	7,145	$160,720	1,250	$77,397
2005	581	$433,302	7,363	$193,541	933	$117,890
2006	496	$466,266	6,181	$191,681	442	$74,570
2007	473	$464,035	5,053	$189,213	271	$80,055
2008	352	$457,653	4,035	$176,619	181	$97,985
2009	432	$320,678	4,213	$163,707	165	$68,990
2010	358	$290,072	3,843	$155,025	261	$75,167
2011	494	$283,460	3,883	$155,957	235	$70,922
2012	490	$287,872	3,918	$158,090	354	$61,061
2013	570	$293,065	5,104	$165,551	408	$67,883
2014	629	$290,572	6,073	$168,032	318	$74,700
2015	673	$325,909	6,881	$180,663	450	$76,674
2016	624	$331,046	7,306	$188,216	436	$73,113
2016 Active*	403	$629,844	2,807	$274,724	1,083	$68,407

*As of 12/20/2016

GENERAL AREA DATA (Cont'd.)

Sale prices in all categories peaked around 2005 and 2006 and have dropped since these peaks. The 2015 average for condos is about 31% below the peak but it appears the 2012 through 2016 values are starting a new upward trend. Similarly, the 2015 average for single family homes is about 3.5% below the peak but it appears a new upward trend has been realized between 2012 and 2016. The 2015 average for residential lots under ½ acre in size is about 36% below the peak and while values have fluctuated in recent years, they are considered to be fairly stable.

According to the PARMLS, as of December of 2016 there were 403 condo units listed in the two-county area, which represents an inventory of about 7 to 8 months based on the 2016 monthly absorption of about 54 condominiums per month. Area Realtors indicate there is a lack of condominium supply and new inventory is needed. At the present time there are two new condominium developments under construction in the Pensacola MSA. The 64 unit Vista Del Mar is being constructed at 13333 Johnson Beach Road and 48 of the units are under contract. Unit sizes range from 1,953 square feet up to 3,293 square feet and the sale prices range from $715,000 to $2,100,000 and the average price per square foot is $433.03/SF. The 701 South Palafox condo in Pensacola's downtown includes 9 units, 7 of which are under contract. This development includes units that are 1,670 square feet and 2,422 square feet and the contract prices were said to be $423/SF to $428/SF.

According to the PARMLS, as of December of 2016 there were 2,807 single-family homes listed in the two-county area, which represents an inventory of about 4 to 5 months based on the 2016 absorption of 635 homes per month. Area economists Rick Harper indicated new home construction is necessary once housing inventories reach a nine-month supply, and there is new construction currently taking place in the area to meet the demand, which is aiding in area lot absorption increases.

There were 1,083 single-family lots (<1/2 acre) listed in the PARMLS in December of 2016 within the two-county area. In 2016 the lot absorption rate was about 38 sales per month, and considering the current listings, there is just under a 29 month inventory; however, with the increasing population and the need for 2,194 new homes per year, this inventory is more likely

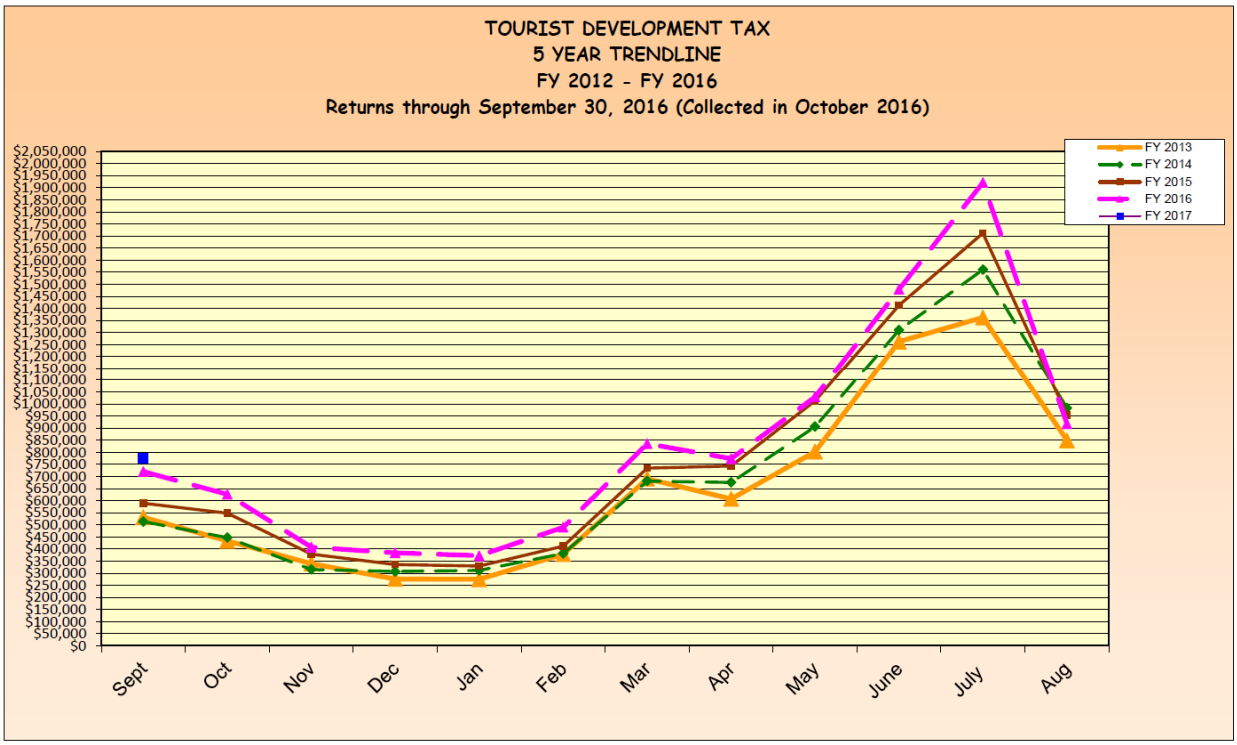
going to be much less than projected based on MLS sales. Area developers have recognized the need for new subdivisions based on the population growth and are actively developing new subdivisions and apartments, with the majority of this growth being in the northwestern Pensacola area near the growing Navy Federal Campus.

Some of the motivation behind the area population growth is the area military bases. The U.S. Government has been downsizing and closing military bases all over the world as well as within this country. Rather than being downsized, the Pensacola area bases have been realizing net gains as departments and personnel from closed bases are being relocated to this area. In 2015, the Naval Air Station (NAS) Pensacola website http://www.globalsecurity.org/military/facility/pensacola.htm stated there were more than 9,600 military personnel and 6,800 civilians working in the Escambia and Santa Rosa County areas.

An additional explanation behind the Pensacola area growth is the location in the "Sunbelt" along the Gulf Coast of Florida. The sugar white beaches and clear waters of the Gulf of Mexico attract thousands of visitors every year. Realizing the area benefits (year-round sunshine, warm temperatures, no snow); many of these visitors choose to make Pensacola their permanent home.

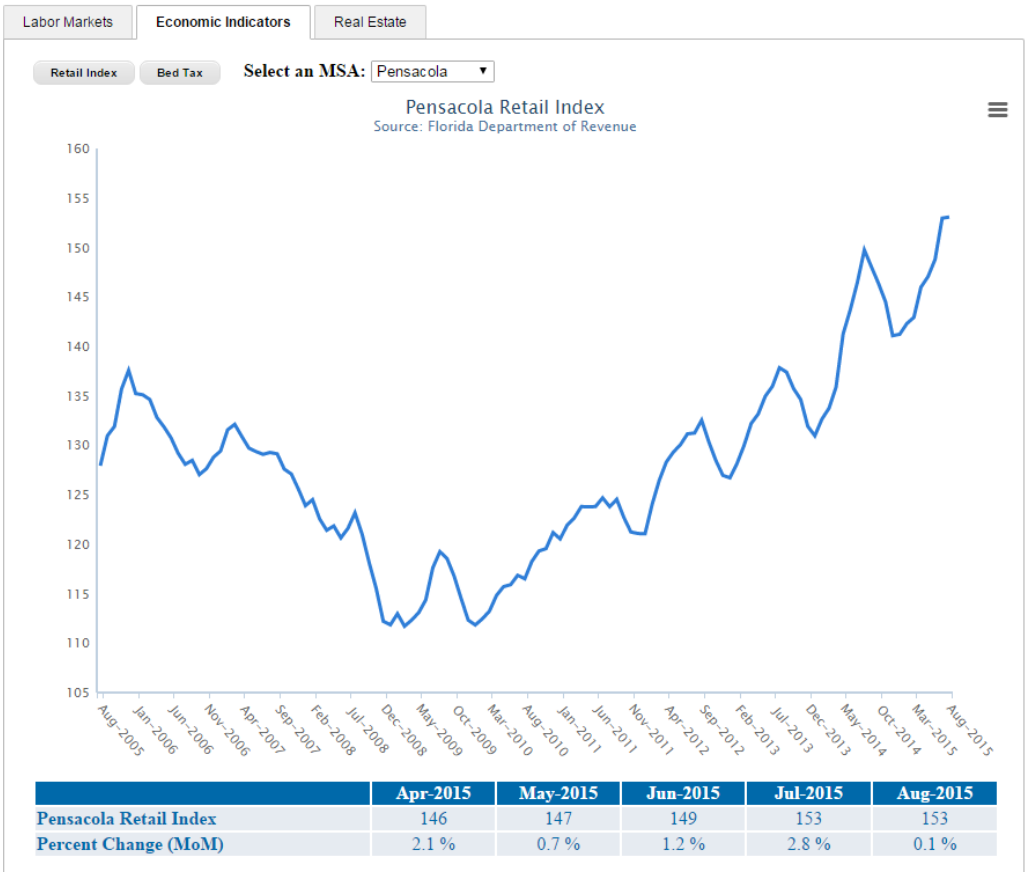
Tourism in the general area is one of the largest industries, along with the military. To capitalize from the growing number of tourist, the county has a local "bed tax" that produces additional revenue from the number of tourist staying in the various hotels and motels throughout the county. As reported by the Clerk of the Circuit Court's Office of Escambia County, the area has been realizing steady tourism growth since 2010. The 2016 tourism sales are about 8% above the 2015 numbers, indicating a very robust and growing tourist industry. The trailing 12 months of Tourist Development tax Collection Data follows.

GENERAL AREA DATA (Cont'd.)



As illustrated by graph below, the Pensacola MSA retail index has been increasing since 2009. The average rate of increase is currently about 2% Month over month.

MSA Level Data



	Apr-2015	May-2015	Jun-2015	Jul-2015	Aug-2015
Pensacola Retail Index	146	147	149	153	153
Percent Change (MoM)	2.1 %	0.7 %	1.2 %	2.8 %	0.1 %

Source: Haas Center for Business Research and Economic Development

GENERAL AREA DATA (Cont'd.)

According to the Haas Center, the business cycle index for the Pensacola MSA appears to be increasing since the recent recession. The following graph also shows that job growth is beginning to take place again. While it has not recovered to pre-recession numbers, jobs are steadily increasing since the lows realized in 2009 and 2010.

MSA Level Data

	Jun-2015	Jul-2015	Aug-2015	Sep-2015	Oct-2015
Pensacola Employment (SA)	168,300	169,100	169,400	168,600	169,000
Percent Change (MoM)	-0.1 %	0.5 %	0.2 %	-0.5 %	0.2 %

Source: HAAS Center

GENERAL AREA DATA (Cont'd.)

ECONOMIC CHANGE AND ADJUSTMENTS

In addition to considering the area's population and expected increases, a commercial study should also consider area economics. Even if the population continues to increase, the new population must be able to afford the area goods and services; therefore, it becomes necessary to look at the economic conditions and the projected economic future.

According to the *U.S. Bureau of Labor*, the Pensacola MSA unemployment rates were 4.6% in April of 2015, which is slightly below the most current state average of 5.5%. The services sector is the primary employer in the Pensacola MSA at 46.9%, as reported by the STDB's most recent information (2015). The retail trade is the secondary source of employment with 12.8% of the workforce, construction is 11%, finance/ insurance/ real estate is 6.5%, and manufacturing makes up 5%.

Area tourism is a component of both the services sector and the retail trade. According to *Florida's Great Northwest*, job growth is expected in the Pensacola MSA, which is shown on the following chart.

GENERAL AREA DATA (Cont'd.)

Description	2013 Jobs	2014 Jobs	Growth	% Growth	2012 EPW
Agriculture, natural resources, and mining	6,083	6,441	358	6%	$29,363
Construction	12,428	12,442	14	0%	$40,361
Education and health services	33,396	34,089	693	2%	$48,197
Financial activities	20,016	20,511	495	2%	$38,158
Government	40,660	40,762	102	0%	$60,516
Information	3,309	3,278	31	1%	$53,022
Leisure and hospitality	22,805	23,081	276	1%	$17,810
Manufacturing	6,018	5,970	48	1%	$65,889
Other services	14,215	14,398	183	1%	$19,320
Professional and business services	27,613	27,837	224	1%	$38,840
Trade, transportation, and utilities	34,154	34,370	216	1%	$35,587
Total	220,697	223,179	2,482	1%	$41,097

Source: EMSI Complete Employment - 2012.4

According to the West Florida Economic Development Alliance, some of the 2015 top area major employers in the Pensacola MSA include Baptist Health Care (4,494); Sacred Heart Health Systems (3,483); Navy Federal Credit Union (3,845); Gulf Power Company (1,774); West Florida Healthcare (1,300); Ascend Performance Materials (800); West Corporation (800); Medical Center Clinic (500); Santa Rosa Medical Center (498); International Paper (450); Cox Communications (400); CHCS service/iGate (380); Blackwater Correctional Facility (348); Armstrong World Industries (300) and Media Com (300) to name a few.

GENERAL AREA DATA (Cont'd.)

Recently Navy Federal Credit Union announced its latest and greatest expansion plans to its Pensacola campus, which currently employs over 3,845. Navy Federal purchased an adjoining 240 acres and is in the process of a $350 million expansion that will create an additional 5,000 jobs with average salaries of $44,000 a year by 2016. This investment is also estimated to bring around 1,000 new indirect jobs to the regional economy. NFCU announced they expect to have a total of 10,000 employees at their Nine Mile Road, Pensacola location by 2020. Once these planned expansions are completed, Navy Federal will by far be the largest employer for the Pensacola MSA. These announcements will help in the local economic development efforts for recruiting more regional, national and international firms to the area.

Adjacent to the Navy Federal's Heritage Oaks campus is an approximate 640-acre Navy Outlying Landing Field (OLF) being purchased by Escambia County for the development of a commerce park expected to eventually create an additional 4,000 jobs. Escambia County has agreed to purchase a 601-acre parcel in Santa Rosa County to relocate the current OLF. Once the county takes possession of the existing OLF they will spend between $10 million and $15 million to develop the commerce park.

Gulf Power, the area's power company, has been actively buying up 4,000 acres of land in the north end of Escambia County for a new power plant that will likely replace the existing coal burning Christie Plant found along the Escambia River in northern Pensacola. According to Sandy Sims, Gulf Power's Economic Development Manager, Gulf Power has already purchased 3,000 acres and has the remaining 1,000 acres under contract or identified for the new plant. It is not yet known if the new plant will be a natural gas plant or a nuclear plant but they expect to finalize their plans by the end of 2014. Replacing the coal plant with a cleaner energy plant will aid in cleaning up Escambia Bay and will help the area's air quality.

Another recent announcement is the new 30 year lease between the City of Pensacola and ST Aerospace Mobile, Inc. in 2014, a Singapore-based company that does

maintenance repairs and overhauls for large commercial aircraft. The agreement would provide ST with a $37 million dollar maintenance and repair facility on 19 acres at Pensacola International Airport's commerce park and ST will bring in about 300 high-skill, high-wage jobs. Securing as long-term contract with ST raises Pensacola's profile among domestic and international aerospace parts suppliers. This is particularly important in light of the parts suppliers that eventually will be locating near the $600 million Airbus Assembly Plant, currently under construction at Mobile's Brookley Aeroplex. The first Airbus A-320 passenger jets are expected to roll off the assembly line in 2016.

Downtown at the Community Maritime Park for Blue Wahoos, Quint Studer has just finished construction on a $15 million four-story office building and the building is fully leased at $28.00/SF – full service. Beck Property Company also recently started construction on its $4 million-plus, three-story, 26,715 square foot mixed-use building at the corner of Port Royal Way and Main Street in the first half of 2014. This building will have retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor. Just east of the Maritime Park, the newly renamed Bank of Pensacola's new multimillion dollar branch at Palafox and Main Street was completed at the end of 2014.

The first apartment complex to be started in numerous years began construction in 2014. The South at Navarre Beach will be a 250-unit, $34.5 million project being constructed in the Navarre area of South Santa Rosa County. The complex will include five four-story buildings with 129 one-bedroom units, 101 two-bedroom units and 20 three-bedroom units. The complex is expected to be completed within 18 to 20 months with staggered openings. The Studer Group purchased the old News Journal Building in downtown Pensacola and has begun interior demolition for redevelopment of the building into apartments.

The cost of living in the area is also one of the lowest in the country. National studies, which rate American cities for their desirability, commonly rate Pensacola's MSA near the top of the pack due to the low cost of living and high quality of life. The most recent report for the annual income per capita for the Pensacola MSA was $23,517 (2014), the median household income was $43,681 and the average household income was $59,465.

GENERAL AREA DATA (Cont'd.)

In conclusion, the Pensacola MSA is considered to have a strong economic base, which is expanding. The area's U.S. Naval and Air Force bases are considered to have a solid future. Tourism is a large factor in the economic success of the area, and in spite of hurricane related setbacks and the oil disaster in the Gulf of Mexico in the past decade, recovery efforts have proven successful.

GOVERNMENTAL CONTROLS AND REGULATIONS

A general area analysis of a growing area would not be complete without considering the area's government and its outlook on future expansion. If the local government is anti-growth, laws can be enacted which would stifle development and population growth. On the other hand, if the government is pro-growth, taxes, zoning, agencies, and personnel can be used by the government to promote new business development, creating a larger economic base and additional population growth, which would support the existing and planned development of income producing properties. The Pensacola MSA governing bodies are pro-growth organizations.

The Escambia County government is a five man Board of Commissioners elected every four years by their district. They appoint a County Administrator who oversees the county budget and operations. This body has been actively obtaining land for new commerce parks and encourages new development.

Pensacola has a City Council with 7 council members elected to four-year terms and a "strong mayor" form of government, which included the mayor now being elected by the city residents and having more control in the daily operations of the city government, including overseeing the annual budget of over $200 million. The city and county currently have zoning ordinances in effect covering the southern region of the county. The county also has a state required Future Land Use Plan which is designed to ensure organized growth over its 20 year life. This plan is reviewed every five years to ensure that it is keeping up with area needs. The plan can also be

petitioned for changes. The major topics handled in the plan include consistency, environmental, threatened and endangered species, land use approval on site plans, concurrency, and permitting.

General revenues are raised through an ad valorem tax system. The Escambia County Appraisers Office assesses the property at "just value" which is a percentage of market value that is supposed to be about 85% of market value; however, it commonly range from 20% to 85%. The area property taxes are among the lowest in the state, which makes it more affordable for new business development. The City of Pensacola has established a Community Redevelopment Administration (CRA), which is responsible for improving the look of the city. The CRA receives a portion of the taxes collected in the downtown district and utilizes these funds for infrastructure improvements (streets, sewer lines, water lines, parks, etc.). By upgrading the look of the city, the appeal also increases attracting additional business development and tourist dollars increasing the economic and population base.

The County and City governments also work closely with private businesses in efforts to attract additional business to the area. The government's development of structures such as the Pensacola Bay Center, the Saenger Theater and the Creative Arts Center, aid in drawing convention business to the area. Over the past several years, convention traffic has increased at a rate of about 30% per year bringing new visitors to the area who aid in strengthening the area's economic base; however, with the down turn in the economy convention traffic has slowed. The economic base is also strengthened by the government's development of industrial parks in which the land is sold to "clean air" industries at very low rates in return for the creation of additional area jobs expanding the economic and population base.

The Emerald Coast Utilities Authority (ECUA) relocated their Pensacola downtown wastewater treatment plant to the northern area of Escambia County. This project was a $316 million development project that started in 2007 and was completed in December of 2010. The new state of the art facility creates the ability for additional industrial development in the north end of

the County and the water reclamation will be used for industrial purposes, greatly reducing overall water consumption. No effluent will be dumped into the area bays, so area water quality will be expected to increase with this new facility. The previous downtown sewer plant has been dismantled and cleared for future development. With the elimination of the wastewater smells, the waterfront will also be more desirable for new development, which is on-going.

On more of a regional basis, there is a new International Airport developed to the east in Bay County near the Walton County line. This project was constructed on about 2,000 acres donated by the Saint Joe Company and was completed in the fall of 2010. This airport provides the region with direct flights that are expected to aid in increasing the tourist populations. Additionally, after a large renovation project, the Pensacola Regional Airport was renamed the Pensacola International Airport. Land surrounding the International Airport is being purchased for redevelopment into a clean-air industrial park that will support airport operations.

In conclusion, the local governmental agencies aid in the development of the Pensacola MSA. Zoning, along with the Future Land Use Plan, is used to insure organized, homogeneous growth, which adds to the area's appeal. The low taxes and affordable real estate are also enticing factors for future prospective businesses. The government's willingness to aid in the development of the economic base also creates a stronger population base.

LOCATION AND PHYSICAL FACTORS

The location and physical factors of the area are important, as they are a major impetus in the relocation of Navy personnel, as well as the growth of new businesses and the civilian population. Available land, good weather, water, and recreational aspects are all factors considered by a potential future resident of the area. If these factors are congenial, they will aid in the growth and stability of the area.

GENERAL AREA DATA (Cont'd.)

Escambia County has a land area of approximately 661 square miles and an additional water area of 100 square miles. The altitude ranges from sea level to 120 feet above sea level. The eastern boundary of the county is the Escambia River and Escambia Bay. The western boundary is the Perdido River and Perdido Bay. Neither river is a navigable waterway to the extent of contributing to the economy. Santa Rosa County adjoins Escambia County to the east and has a land size of about 1,174 square miles and offers similar physical characteristics. Escambia and Santa Rosa Counties are located in the extreme northwestern portion of the state, being in what is called the "Panhandle" of Florida. Geographically, this MSA is located approximately 230 miles east of New Orleans, Louisiana; 250 miles south of Birmingham, Alabama; 350 miles southwest of Atlanta, Georgia; and 375 miles east of Jacksonville, Florida.

The City of Pensacola covers approximately 23 square miles of land in the southeastern part of Escambia County and the smaller cities of Gulf Breeze, Milton, and Pace are bedroom communities for Pensacola. The annual mean temperature is 69 degrees with an average rainfall of 62 to 87 inches. With an abundance of clear skies and warm weather, Pensacola is considered part of the "Sun Belt" of the United States. The "Sun Belt" states, especially Florida, have been growing in population faster than other areas of the United States in recent years.

One of the probable reasons for continuous growth of the Pensacola MSA is its accessibility. Pensacola is served by four major highways, which provide access to the north, east, and west. U.S. 90 (which runs from the East Coast of Florida to Texas), Interstate 10 (which runs from the Atlantic Ocean to the Pacific Ocean), U.S. 98 (which runs from the East Coast of Florida to Mississippi) and U.S. 29 (which runs from Pensacola to Washington, D.C.). The Interstate 110 spur connects with Interstate 10 just west of Davis Highway and runs to downtown Pensacola's Business District, connecting with U.S. Highway 98.

Pensacola's International Airport, with the recent completion of a $30 million modernization, provides air transportation to all parts of the country. The Escambia County Transit

GENERAL AREA DATA (Cont'd.)

System operates bus lines throughout the metropolitan area and Greyhound Bus Lines provides inter-city bus transportation.

The natural deep-water harbor of Pensacola Bay, along with the large expanse of protected waters and the Gulf of Mexico, create an ideal training area for the U.S. Navy. These waterways also add to the area's economy through the Pensacola's Municipal Port Facilities handling cargo shipments to and from all parts of the world. Rail service also aids in the support of the port facilities with spurs running to the docks. While the southern and eastern most areas of Pensacola are nearly fully developed and are blocked from additional growth by the bays and Gulf of Mexico, there is plenty of developable land in the general area. The western and northern land areas of Escambia County and the Pace and Gulf Breeze areas of Santa Rosa County are the locations of the most active development and have proven to be popular among the new residents coming to the area. There is plenty of available land remaining for future growth for years to come.

Overall, the area's physical characteristics are considered a real asset for the general area of Pensacola. There is plenty of available land for additional business and residential development. The beaches and waterways create ideal recreational facilities for newcomers. The moderate temperatures and year-round sunshine also entice a large number of new businesses to the area, which aid in creating a larger population.

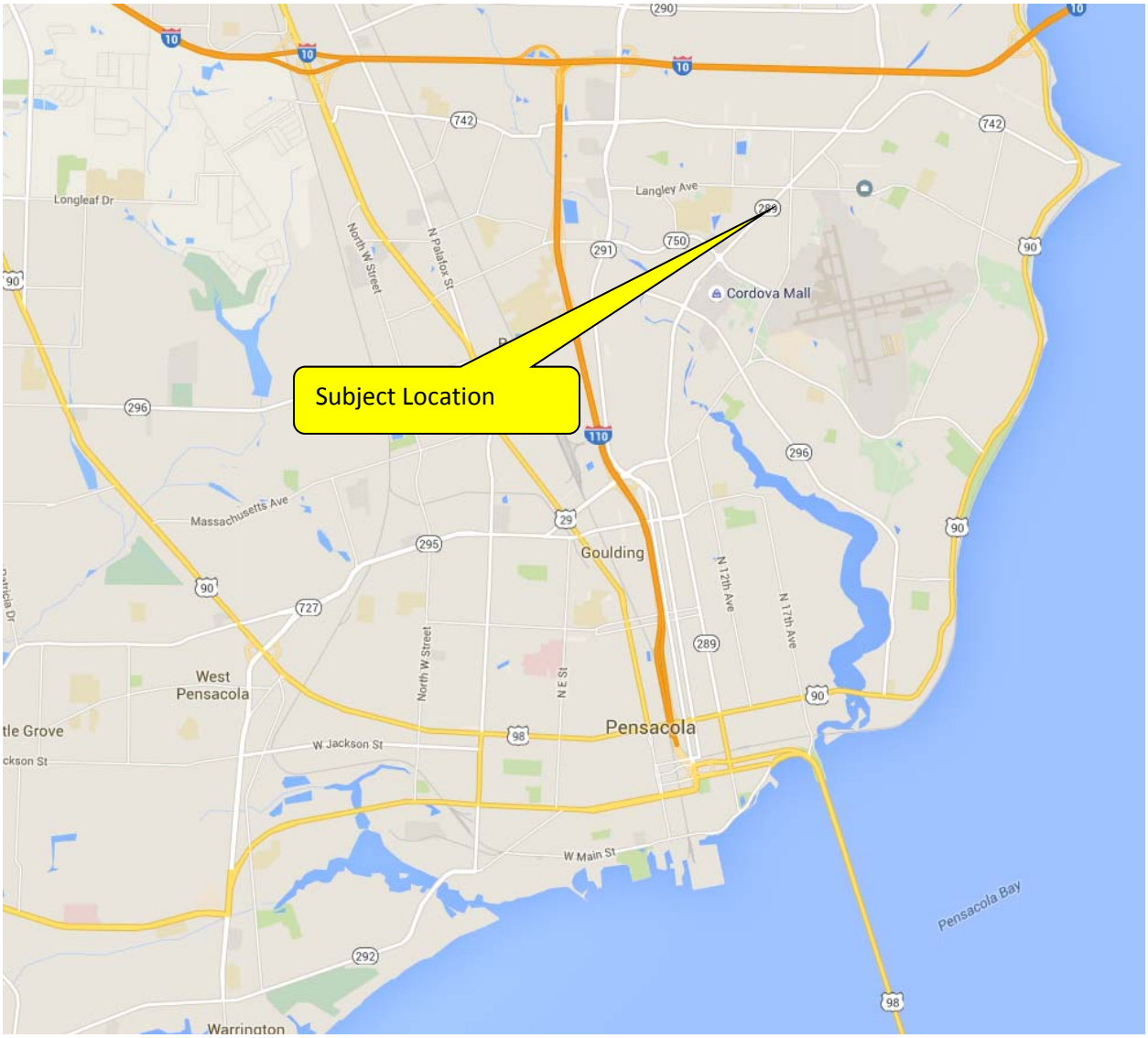
GENERAL AREA DATA CONCLUSION

Overall, the Pensacola MSA is considered to have a steady and positive outlook because of the stable to expanding military bases, tourist industry, and governmental support of private industry expansion and occupancies are increasing as a result. In 2010 the BP Gulf Oil Spill hurt tourism but it has since rebounded. The 2011 through 2014 tourism numbers were among the best of all time and there is an on-going advertisement campaign being paid for by BP that is aiding in

GENERAL AREA DATA (Cont'd.)

increasing the tourist numbers beyond what the area has ever seen. Area hotels are indicating 10%+ annual increases in revenues and the industry as a whole has expectations of adding employees. The military bases are another market sector that aids in helping the local commercial industry and as of the writing of this report, the area military bases appear to be stable with no cuts planned. New aerospace industry is moving into the area as is Navy Federal creating new jobs, which in turn is driving new home construction. The commercial markets are also benefiting from this growth, as they keep up with demand. The past trends are expected to continue into the foreseeable future.

NEIGHBORHOOD MAP



NEIGHBORHOOD ANALYSIS

A neighborhood is defined in *The Dictionary of Real Estate Appraisal*, Fourth Edition 2002 as: "A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."[5] Neighborhood boundaries are defined because properties within neighborhoods tend to be similar in characteristics with regard to land use, desirability, and are affected by similar physical, economic, governmental and social forces.

The subject neighborhood is considered to be the portion of the Pensacola area within the Pensacola City limits. This area's boundaries are considered to be, but are not limited to, Fairfield Drive to the west, Pensacola Bay to the south, Escambia Bay to the east, and I-10 to the north.

Major north/south arterials within this area include I-110, Palafox Street, Pace Boulevard, Fairfield Drive, 9th Avenue, and Scenic Highway. Major east/west arterials include Bayou Boulevard, Cervantes Street, Garden Street, Main Street, Brent Lane, Fairfield Drive, Airport Road and Bayfront Parkway. These arterials provide convenient and quick access within the subject neighborhood as well as other portions of the Pensacola MSA.

The downtown Business District of Pensacola includes typical private office buildings, government office buildings, courthouses, restaurants, shops and bars. There is also an historic district that includes a variety of residential and commercial buildings constructed around 200 years ago around several public parks. The majority of the buildings have been completely renovated and act as an historic tourist draw for the community. UWF is proposing to take greater advantage of the area's historic treasures by re-bricking the streets, creating a walking friendly environment and starting an advertising campaign aimed at the historic tourism industry. Festivals are held throughout the year in the many downtown parks. The current main tourist draw is Pensacola Beach, found about four miles to the south and provides white sand beaches, clear water and numerous hotels, shops, condominiums and homes but the new historic tourism industry is projected to increase annual tourism numbers by more than one million visitors per year.

[5] The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago, Illinois: Appraisal Institute, 2002), pg. 193.

Neighborhood Analysis (Cont'd.)

There have been a number of new developments in the Downtown area of Pensacola, and a summary of the most significant of them follows. The Community Maritime Park is located between Main Street and Pensacola Bay, at the south end of Baylen Street and was recently completed. It includes numerous vacant land sites for future commercial and/or residential development. The project features an expansive public waterfront park; a community multi-use stadium facility suitable for baseball, football and other athletic events, festivals and other community activities. There is also a water front pavilion for music and entertaining events. The water front grassed and walkway areas on the south end of the property were designed for festivals. The other vacant land areas found on the north side of the property can be developed with commercial; office; retail; residential; restaurant and entertainment uses.

Quint Studer recently completed construction on a $15 million four-story office building directly north of the new Stadium and the building is fully leased at rates of $28.00/SF, full service. Beck Property Company also recently completed construction on its $4 million-plus, three-story, 26,715 square foot mixed-use building at the corner of Port Royal Way and Main Street, which is now fully occupied and includes retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor. Just east of the Maritime Park, the newly renamed Bank of Pensacola's (previously First Navy Bank) new multimillion dollar branch at Palafox and Main Street was completed around the end of 2014.

Located at 701 South Palafox Street is a newly completed condominium project that was constructed by Ray Russenberger. This development includes 9 luxury condo units that are all sold with prices exceeding $1,000,000 each. All of the units were pre-sold and have since closed.

Artist Rendering of New Condo Development

Neighborhood Analysis (Cont'd.)

A new YMCA building located at the southwest corner of Taragona Street and Intendencia Street. The building was recently completed and offers an open floor plan with 52,000 square feet, nearly doubling the size of their old downtown building. This building is creating additional demand for new living quarters in the downtown area and will greatly add to the quality of life.

Artist Rendering of the New Downtown YMCA

Located to the northwest of the Maritime Park property is the old sewage treatment facility. The ECUA constructed a new state of the art treatment facility in the northern end of Escambia County and completed the demolition of the old sewer facility. The nearly 20 acre cleared site is now grassed and available to be re-developed, which should further enhance the desirability of the downtown area. The new owner of this site is now in the planning stages of a mixed use development that will include a variety of uses and while they have several conceptual plans, they do not specifically know what will be developed there yet.

Neighborhood Analysis (Cont'd.)

The Palafox Pier Restoration Project is a mixed use development located at the southern end of Palafox Street at the former location of the Municipal Auditorium. This project includes a 92-slip marina, a 7,200 square foot Harbormaster Building that is currently leased, the Icehouse Building with 21,000 square feet of office space currently leased and occupied by Merrill Lynch and EmCare. The City was said to have invested $1.2 million in public infrastructure improvements with the mixed-use development being a combination of public and private funds.

The Palafox Pier & Yacht Harbour condominium development built in 2002 consists of two 35,206 square foot, four story buildings and a pedestrian plaza (park). Each building includes 7,500 square feet of retail/office space on the ground floor with four parking garages, 10,606 square feet of office space on the second floor and one-story and two-story condo units on the third and fourth floors.

Located immediately south of the Pensacola Bay Center is the new Technology Park development constructed by the City of Pensacola. The streets and all infrastructure necessary for high tech developments are in place and this property is ready for new vertical development. The City of Pensacola, along with Escambia County has provided the land and will sell the land to private individuals who plan to develop the area with buildings designed for companies requiring the latest in technology and the needed infrastructure. In connection with this development, the City of Pensacola created a large regional storm water retention lake located on the north side of Bayfront Parkway and on the east side of 9th Avenue at Admiral Mason Park. This allows for vacant properties to the north to be fully developed without the requirement of storm water run-off on site. The overall water retention design is a public park with the storm water retention lake landscaped and designed for public appeal and there is a walking path surrounding the lake and tasteful landscaping. A vacant site located across 9th Avenue from the Technology park was recently purchased and is proposed to be improved with two new hotels.

Neighborhood Analysis (Cont'd.)

In addition to the new development or redevelopment of this area downtown, several of the older buildings downtown were completely gutted and renovated. All of these renovated buildings are historic structures that are largely found along and nearby Palafox Street, which is the main north/south downtown arterial and the center of much of the new activity. Recently renovated buildings have been converted for restaurants, bars, offices, shops and entertainment venues creating one of the most desirable areas in the MSA. The Studer Group purchased the old Pensacola News Journal building found directly north of the new YMCA building and demolished it to make way for a new upscale mixed use rental building that will include commercial uses on the ground floor and rental apartments on the upper floors, which is now under construction. In association with the mixed use building is a new 7 level parking garage that is nearing completion. The old Rex Theatre building, constructed in 1910, was recently purchased by Harvest Church and went through a $1.7 million dollar renovation. Now completed, this building hosts live theater events, movies, concerts and other special events. The old YMCA building was purchased by a private developer who has demolished parts of the old building to create new residential lots and other parts of the building will be renovated for restaurant and office uses.

The Blount-Brent Building Complex located at the southwest corner of Palafox Street and Garden Street is also undergoing a massive renovation. This 100,000+ Square foot structure is being completely renovated with boutique retail and restaurant uses on the ground floor and the upper floors are being renovated into a 34 suite boutique hotel and newly renovated office space. A new 110 room Holiday Inn is also nearing construction completion on the south side of Main Street just two blocks east of Palafox Street.

Located on the South side of Garden Street is a site that was once improved with a motel but the motel was removed so the site could be re-developed with a condo project; however, the condo development was put on hold due to the recession and the previous over-supply of housing units. The western portion of this site is now being improved with a new bank building and the eastern portion is for sale. Similarly, an older liquor store located on the

south side of Gregory Street was demolished to make way for a condo development but this was also put on hold at the beginning of the recession and the land is now on the market. With the new demand created by all of the area activity, these two properties will likely come to life again in the foreseeable future.

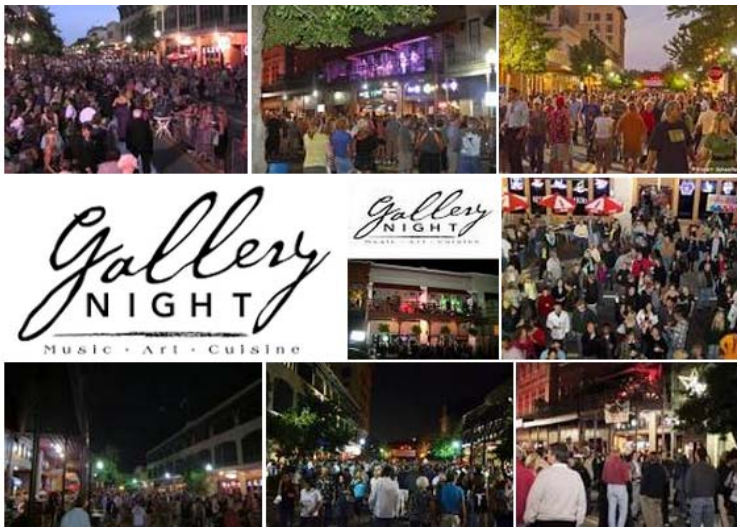
There are four large multi-story office buildings in the downtown area. These buildings include the SunTrust Bank Building containing approximately 103,955 square feet, Harborview containing approximately 74,240 square feet, Southtrust Bank building containing approximately 77,400 square feet and One Pensacola Plaza containing approximately 108,997 square feet. Average occupancy in three of these buildings is above 90%. The SunTrust Building was recently vacated by SunTrust and is being purchased by the Studer Group for renovation but the specific uses that it will be renovated into have not yet been identified. There are also several other multi-tenant office buildings in the neighborhood that are reflecting occupancies from 80% to 90%.

The Palafox condo project previously identified is the first new residential development planned since the recession and while it is a fairly small project of only 9 units, its rapid sell-out indicates there is good residential demand for the downtown area. The News Journal Apartment redevelopment will be an additional test for new residential demand in the downtown area and the developer has indicated he has a long list of potential tenants. They also indicated that all but one of the commercial spaces are leased. There are numerous other smaller condo, townhouse and single family developments in the area that are being developed and rapidly absorbed, indicating good demand for housing.

The Pensacola Community Redevelopment Agency has been working to promote Pensacola and bring people into the downtown area daily. Among the initiatives recently introduced, are tax incentives that will entice new redevelopment projects. The City also closes Palafox Street one Friday night per month to vehicular traffic and opens it to pedestrian traffic for "Gallery Night". Gallery Night attracts many thousands of people who enjoy the new shops, restaurants and bars which are showcased along Palafox. In addition, there are bands found on

Neighborhood Analysis (Cont'd.)

some of the balconies as well as street performers and musicians found on the street. Open alcohol containers are also allowed creating a festive walkable community.



Photos of a Typical Gallery Night

There is a clean air industrial park area found to the north along the east and west sides of Palafox Street south of Brent Lane and north of Fairfield Drive. Another one is found south of Brent lane between I-110 and Palafox Highway. Located on the west side of Palafox Street north of Fairfield Drive is a super fund site that has been cleaned and capped by the EPA and they indicated that this land is now suitable for additional industrial development. The City of Pensacola is working with the State of Florida and the EPA to create an additional industrial park on the super fund land site. Located north of Brent Lane on Palafox Street is what is known as "Car City", which is an area with many of the area's new and used car dealerships. The growing Pensacola Christian College and Pensacola Christian School is found north of Brent Lane between I-110 and Palafox Street and they are actively buying properties to their south in an effort to grow their campus and population.

Overall, the subject's neighborhood is following the path of other downtown locations around the country, which have been revitalized and now project a positive image for the community. These past trends are expected to continue with the help of private developers and

Neighborhood Analysis (Cont'd.)

the City of Pensacola resulting in the new life cycle of the neighborhood. There are several condominium and apartment buildings planned for the future in the downtown area, which will aid in the need for additional commercial support facilities. Continued revitalization efforts and increasing populations should place upward pressure on area property values and rents as the national economy recovers. With the past trends expected to continue, the subject neighborhood is considered to have a bright future for commercial and residential properties.

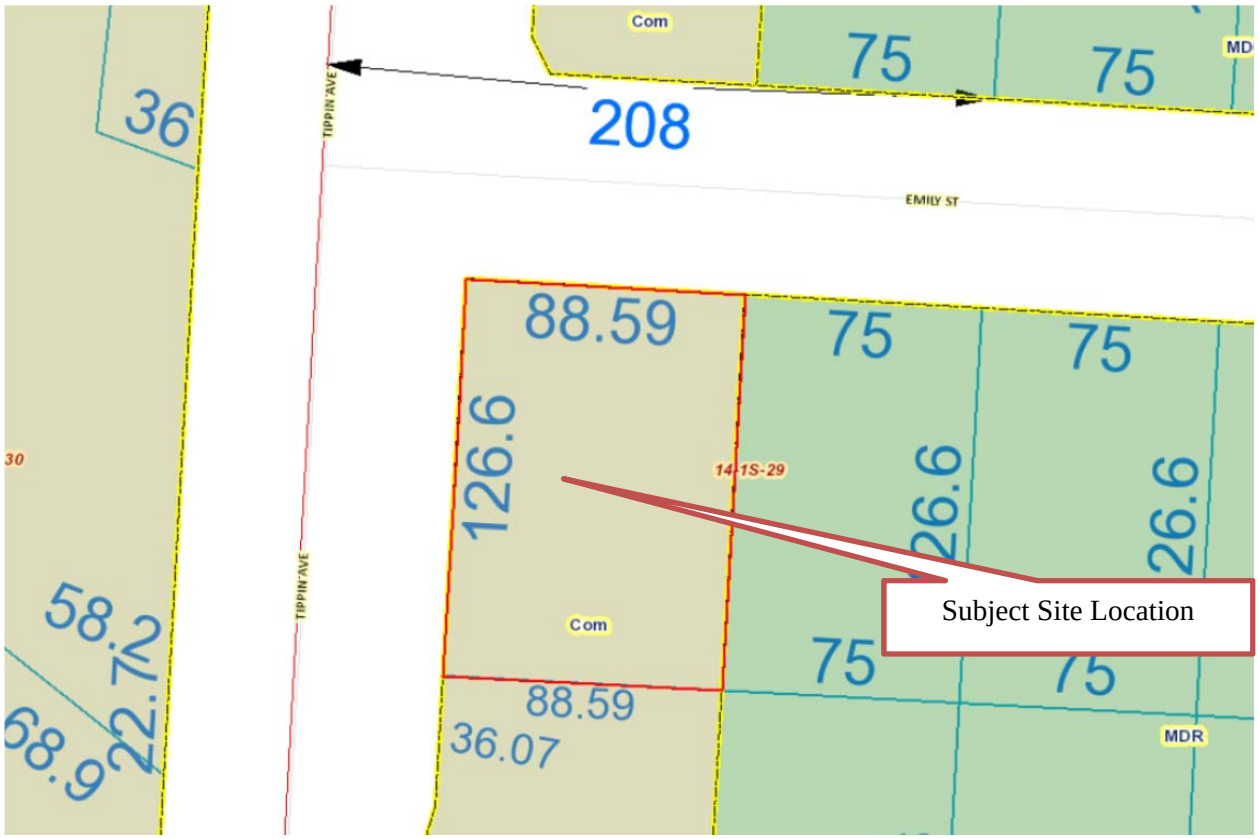
TAXES AND ASSESSMENT ANALYSIS

The subject property is assessed under the following property identification numbers by the Escambia County Property Appraiser.

Property Identification Number	Assessed Land Size Acres	Assessed Building Size Square Feet	Assessed Value	Annual Taxes	Past Due Taxes
14-1S-29-2100-001-002	0.25	1,300	$63,884	$1,056.31	$0.00
		0	$0		
Totals	0.25	1,300	$63,884	$1,056.31	$0.00

The assessed value in comparison to the market value is considered to be reasonable, as such, the taxes are considered reasonable and would have no negative effects on the property value. All property taxes appear to be current.

LAND USE PLANNING, ZONING, CONCURRENCY



As per the above indicated zoning map, the subject site is zoned COM. The Commercial district establishes areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. The current Retail/Office Building use is a legally conforming use of the property. A copy of the zoning ordinance for these districts is included in the addendum of this report.

PUBLIC AND PRIVATE RESTRICTIONS

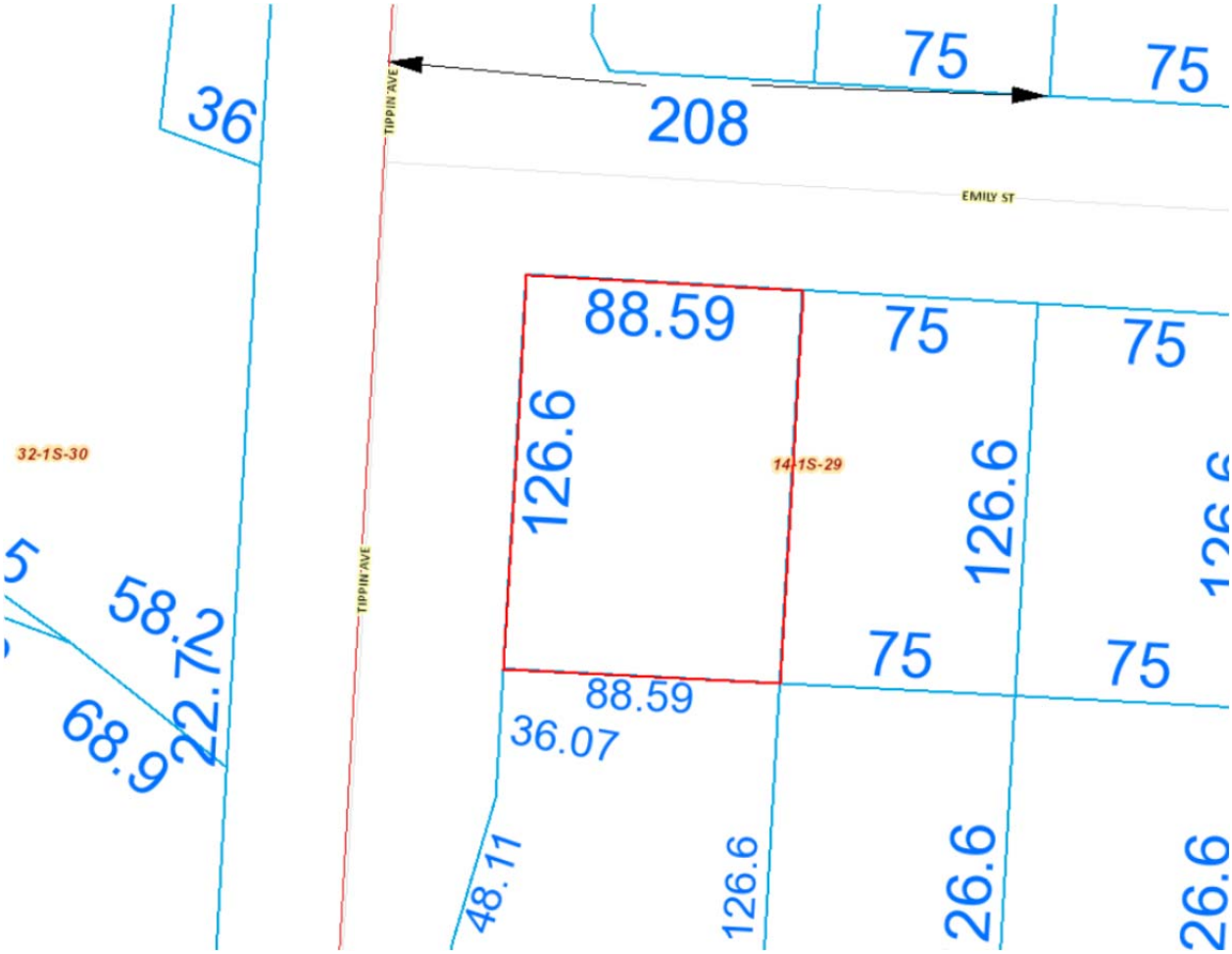
I know of no private restrictions that would limit the subject property; however, I was not provided with a title report for the property so it is assumed that the only restrictions that would regulate the subject property are the zoning requirements.

ENVIRONMENTAL CONCERNS

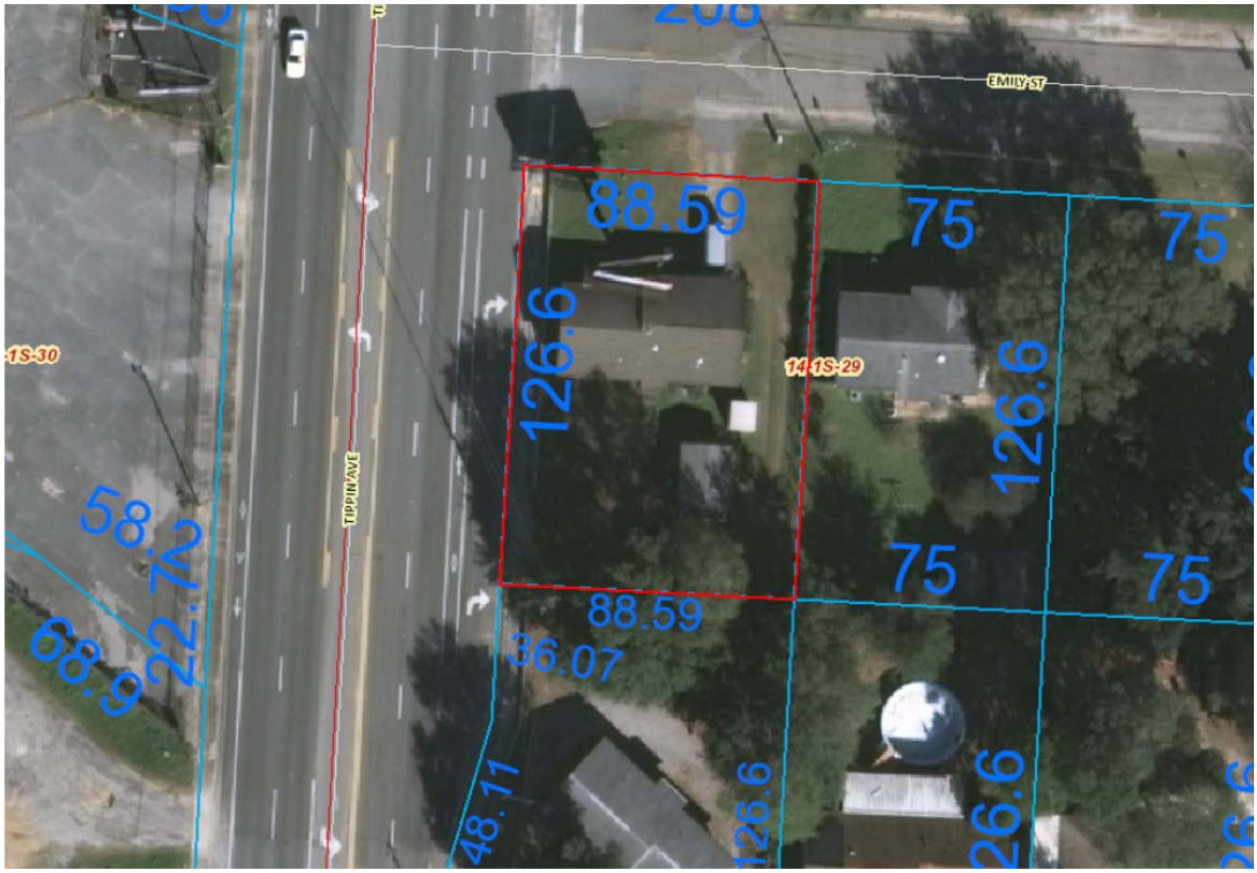
The property is improved with a retail building and appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any wetlands associated with the site.

The above is a very important assumption and limiting condition to the appraisal. From the viewing of the site, no evidence of hazardous substances “obvious to the untrained person” were observed, and no communication “through a reasonably reliable person” indicating possible contamination was received; however, I am not an expert in the environmental field and this information should be confirmed by an expert.

TAX PLAT


36
TIPPIN AVE
208
75
75
EMILY ST
88.59
75
75
126.6
14-1S-29
126.6
32-1S-30
58.2
22.72
68.9
TIPPIN AVE
75
75
88.59
36.07
48.11
126.6
26.6
26.6

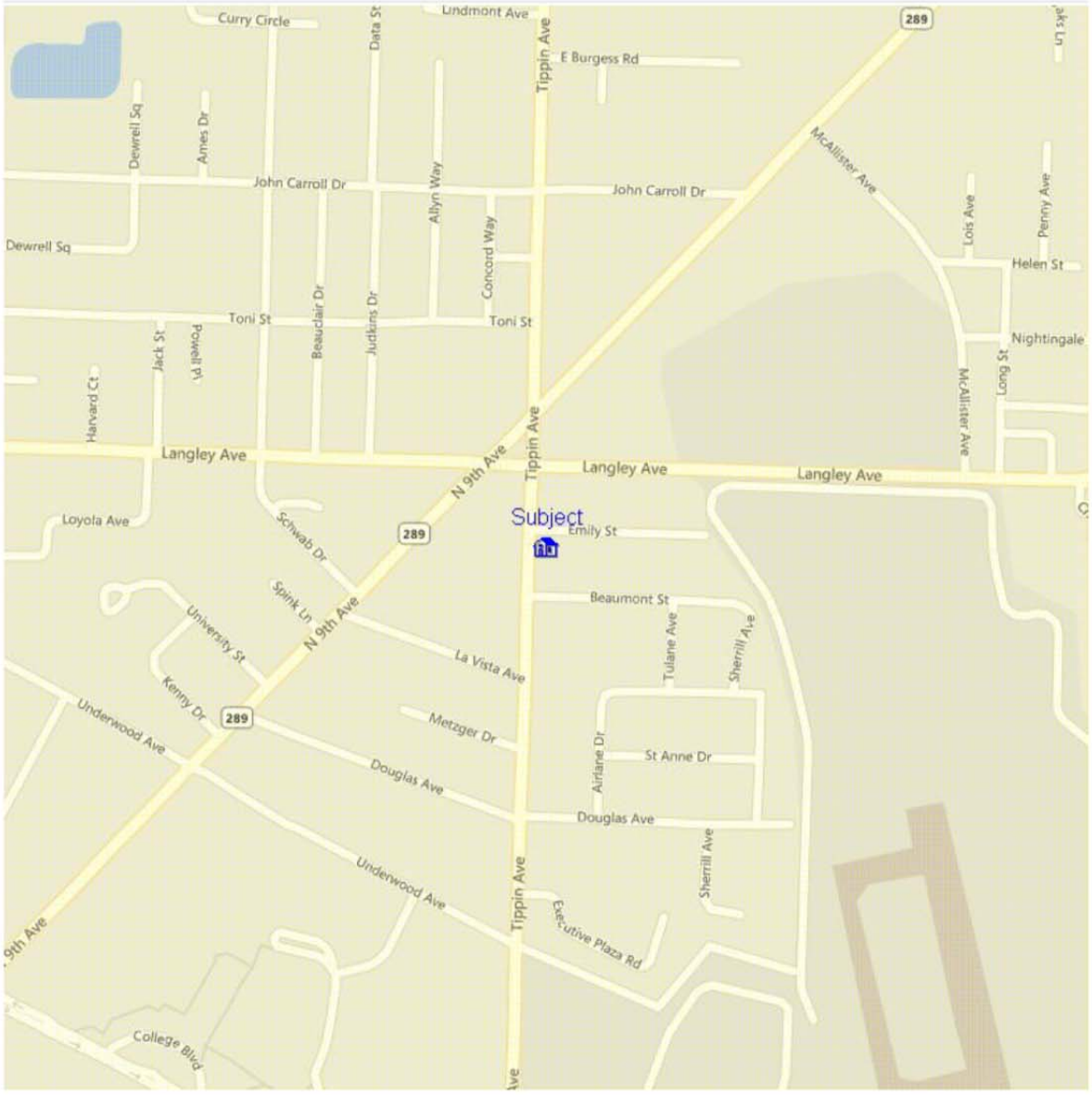
AERIAL


EMILY ST
TIPPIN AVE
88.59
75
75
126.6
126.6
141S-29
-1S-30
58
22.72
68.9
75
75
88.59
36.07
48.11
126.6
126.6

FLOOD MAP

STDB

Aug 7, 2017
6200 Tippin Avenue, Pensacola, FL, 32504
Lat 30.486866 Long -87.196572



MAP DATA

Panel Date	September 29, 2006	FIPS Code	12033
Map Number	12033C0380G	Census Tract	0011.01
Geocoding Accuracy	S8 (Most Accurate) - single valid address match, point located at a single known address point candidate (Parcel)		

Flood

- X or C Zone
- X500 or B Zone
- A Zone
- V Zone
- D Zone
- Area Not Mapped

SITE DESCRIPTION

For better visualization of this narration, please refer to the preceding drawings and following photographs.

LOCATION:	The property street address is 6200 Tippin Avenue, Pensacola, Florida 32504. The subject property is located in the southeast corner of Tippin Avenue and Emily Street.
AREA:	The land size is 0.257 acres or 11,216 square feet.
SHAPE:	The property has a rectangular shape and offers good utility.
DIMENSIONS:	According to the tax plat, the site has dimensions of 88.59' x 126.6'.
INGRESS/EGRESS:	The subject property contains approximately 126.6 feet of frontage along the east right-of-way of Tippin Avenue and 88.59 feet of frontage along the south right-of-way of Emily Street. Ingress and egress are considered to be good.
TOPOGRAPHY:	The site is level at road grade for Emily Street and above road grade for Tippin Avenue. No irregular topographical features were noted.
FLOOD DATA:	According to FIRM Flood Map #12033C 0380G, dated 9/29/2006, the subject property is located in flood zone “X”, an area requiring no base minimal elevation.
DRAINAGE:	The land appears to be well drained with no wetland areas noted.
SOIL COMPOSITION:	The soil is of a sandy composition. Based on the subject improvements and nearby improvements located upon similar soil types, it appears that this land is well suited for commercial development.
UTILITIES ON SITE:	All utilities are available to the subject site.
SITE IMPROVEMENTS:	The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied.

SITE DESCRIPTION (Cont'd.)

EASEMENTS/ ENCROACHMENTS:	According to the tax plat, no easements or encroachments were noted. I am unaware of any adverse easements or encroachments that would adversely affect the marketability or value of the property.
RESTRICTIONS:	I know of no private restrictions that would limit the subject property; however, I was not provided with a title report for the property so it is assumed that the only restrictions that would regulate the subject property are the zoning requirements.
CONCLUSION OF CONFORMITY:	The subject property is located in the southeast corner of Tippin Avenue and Emily Street in Pensacola. This is a well-developed and high traffic area with good exposure for retail and office properties. The site appears to be well suited for commercial development as reflected in the existing improvements and surrounding development. The site contains adequate road frontage for exposure and access and appears to be well drained.

PHOTOGRAPHS

Front View of Property

Rear Exterior View of Improvements

PHOTOGRAPHS

View of Concrete Block Storage Building

View of Small Metal Storage Building

PHOTOGRAPHS

View of Main Retail Area

View of Retail Area

PHOTOGRAPHS

View of Retail Area

View of Kitchen Area

PHOTOGRAPHS

View of Office

View of Office

PHOTOGRAPHS

View of Restroom

View East on Emily Street

PHOTOGRAPHS

View South on Tippin Avenue

View North on Tippin Avenue

SUBJECT BUILDING FLOOR PLAN

TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	
First Floor	1284.4 Sq ft
Total Living Area (Rounded):	**1284 Sq ft**
Non-living Area	
Covered Porch	116.03 Sq ft

TOTAL Sketch software by a la mode, inc. 1-800-alamode

DESCRIPTION OF IMPROVEMENTS

LOCATION:	The property street address is 6200 Tippin Avenue, Pensacola, Florida 32504. The subject property is located in the southeast corner of Tippin Avenue and Emily Street.
BUILDING SIZE:	The subject is improved with an approximate 1,284 square foot, concrete block retail/office building.
AGE:	The improvements were originally constructed in 1963 as a residence and have been updated through the years. The effective age is estimated to be 25 years with a remaining economic life of 15 years.
FOUNDATION:	The structure is building on concrete piers with a wood sub-floor.
EXTERIOR WALLS:	The building has concrete block exterior walls.
ROOF:	The roof is composite shingle over wood frame and sheathing.
INTERIOR FLOOR:	The flooring includes a mixture of hard wood, ceramic tile and carpeting.
INTERIOR WALLS:	The interior walls are painted drywall and wood paneling.
CEILING:	The ceilings is painted drywall.
LIGHTING:	Flush mount florescent light fixtures provide adequate lighting for the building.
HEAT/AIR:	The building is serviced by a central HVAC systems that appears adequate for the building.
RESTROOMS:	The building includes one restroom that appears to be adequate for the current use of the property.

DESCRIPTION OF IMPROVEMENTS (Cont'd.)

FENESTRATION: The building has single-pave aluminum framed windows around the perimeter of the building, two front doors and one rear door. Overall, the fenestration of the building is considered to be adequate.

CONDITION/ QUALITY: The building is constructed of average quality materials considered to be an Average Quality Class "C" Office Building in average condition.

COMMENTS: The improvements consist of an older residence that has been converted to an office/retail use. The improvements were originally constructed in 1963 and have been renovated over the years reflecting an effective age of approximately 25 years. The improvements are considered to be in average condition.

EQUIPMENT: This appraisal considers the real estate only.

OTHER SITE IMPROVEMENTS

In addition to the building, site improvements include an approximate 277 square foot concrete block storage building with window unit air-conditioning and an approximate 50 square foot metal storage building. The improvements include a concrete drive for two cars and an approximate 116 square foot covered entry with handicap ramp. There is a billboard sign in front of the building, but the owners do not receive any rent from the signage as they paid for the location of the sign several years ago. The land to building ratio is 8.74:1, which is also considered to be a good ratio for a office/retail use.

HIGHEST AND BEST USE

A brief definition of the term "highest and best use" would be:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."[6]

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skills, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use section of this report is the pivotal point in the appraisal process. All previous data is used to test the four criteria of: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

LAND AS THOUGH VACANT

Legally Permissible - All legally permissible uses should be analyzed when considering a site's highest and best use. The zoning maps indicate the subject property is zoned COM. The Commercial district establishes areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts.

[6] American Institute of Real Estate Appraisers, *The Dictionary of Real Estate Appraisal*, Third Edition, 1993, pg. 171.

HIGHEST AND BEST USE (Cont'd.)

Physically Possible - Of the legally permissible adaptations of the site, those physically possible uses require consideration and analysis. The size and location of the parcel are important aspects of value. The subject property is located at 6200 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.257 acres or 11,216 square feet and the property has a corner location. The property has a rectangular shape and offers good utility. The subject property contains approximately 126.6 feet of frontage along the east right-of-way of Tippin Avenue and 88.59 feet of frontage along the south right-of-way of Emily Street. Ingress and egress are considered to be good. The site is level at road grade for Emily Street and above road grade for Tippin Avenue. No irregular topographical features were noted. The land appears to be well drained with no wetland areas noted. The soil is of a sandy composition. Based on the subject improvements and nearby improvements located upon similar soil types, it appears that this land is well suited for commercial development. All utilities are available to the subject site. These characteristics are considered to be ideal for improvement of the site to any of the legal conforming uses. Considering the location along a major thoroughfare for the neighborhood, a retail or office development would be the logical use of the site.

Financial Feasibility - Of the legally permissible and physically possible adaptations of the site, only those uses which are financially feasible should be considered. The cost of construction still exceeds the cost of purchasing existing commercial properties along Tippin Avenue. Therefore, assuming the property were vacant land, the only feasible use would be to hold until an end-user required and supported new construction.

HIGHEST AND BEST USE (Cont'd.)

Maximally Productive - The financially feasible use which results in the greatest return to the land is the one which is considered to be the highest and best use of the land. The maximally productive use of the land would be to hold until an end-user supported the demand for new construction.

AS IMPROVED

The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied.

The current use represents a legally conforming use of the site. The improvements were originally constructed in 1963 as a residence and have been updated through the years. The effective age is estimated to be 25 years with a remaining economic life of 15 years. With such a long remaining life and a legally conforming use, the highest and best use of the property is considered to be the continued office/retail use.

Conclusion – Highest and Best Use

Probable Use: The highest and best use of the property is the continued use as a retail/office building.
Timing for use: Immediately
Probable Buyer/User: The probable buyer would be an investor or end user.

EXPOSURE TIME

According to the *2016-2017 USPAP*, the definition of the term "exposure time" would be:

> "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.";[7]

In other words, this is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Based on the sales found within this report and conversations with local market participants, the subject's exposure time is estimated to be from six to twelve months. This exposure time assumes the sale to have been handled by a knowledgeable real estate broker familiar with the subject real estate market.

[7] USPAP 2012-2013 Edition. (The Appraisal Foundation, 2012-2013), pg. U-3.

MARKETING TIME

A brief definition of the term "marketing time" would be:

"The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal."[8]

Based on the sales found within this report, current listings and conversations with local market participants, the subject's marketing time is estimated to be from six to twelve months. This marketing time assumes the sale to be handled by a knowledgeable real estate broker familiar with the subject real estate market. It also assumes aggressive real estate sales tactics and readily available contacts active in the subject real estate market. The subject's marketing time is considered to be reflective of the exposure time as little change is expected in the market.

[8] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute, 1993), pg. 220.

THE VALUATION PROCESS

There are three (3) commonly accepted approaches to value: The Cost Approach, Income Approach, and Sales Comparison Approach. All three utilize market derived information and are “market driven” approaches, as will be shown in the analysis.

The Cost Approach is a summation of land value and improvement value. The land is valued as though vacant and available for its highest and best use. The improvement is valued by first estimating the reproduction costs new from which all forms of depreciation are deducted. Depreciation can be both from deterioration and obsolescence. Obsolescence is further categorized as functional or external. The analysis of obsolescence, based on the highest and best use analysis, accounts for deductions necessary if the improvement is not adequate for the site.

The steps for the Income approach are to first estimate an economic rent for the subject. This analysis is made even if the property is owner occupied. From the gross potential income there is first deducted allowance for vacancy and collection loss with further deductions then made for the expenses applicable to the type property being valued. This net operating income is then capitalized into an indication of value through the use of an appropriate capitalization rate.

The Sales Comparison Approach is an estimation of the property value by comparison with recent sales of similar or competitive properties extracted from the subject’s market. The “market”, rather than being the immediate proximity to the subject, is considered that area, local, regional or even national that would be considered by a prospective buyer of the subject property.

These approaches do not make value. They are merely tools in the hands of the appraiser who must carefully weigh each value indication, give appropriate weight to the approach and reconcile into a final value conclusion. Given this is the valuation of an existing retail/office building reflecting an effective age of approximately 25 years, only the sales comparison and income approaches to value are employed. The elimination of the cost approach would have no adverse effect on the reliability of the value reported.

SALES COMPARISON APPROACH

The sales comparison approach involves direct comparisons to the subject property of similar properties that have sold in the marketplace. The approach consists of searching the market for sales, qualifying the sales prices and terms with one of the participants in the sale, comparing the sales to the subject property for differences, adjusting the sales for those differences and formulating an opinion of value from the adjusted value indications. The improved sales which are utilized will be compared on a cost per unit basis depending on the “typical” unit used by market participants.

The market derived adjustments follow a specific, logical order so as not to skew the results. The adjustments listed in order include: Property rights, financing, condition of sale, date of sale or market conditions, location and various physical adjustments which can be considered together. While an adjustment for each may not be required, they are considered resulting in a comparable unit of measure.

The units of comparison may be physical, such as dollars per square foot of area, or they may be economic, such as gross rent multipliers. These units of comparison yield a pattern which is reconciled and converted to a value indication for the subject via the sales comparison approach.

COMPARABLE IMPROVED SALES

Improved Sale No. 1

Property Identification	**Record ID**	651	
Building Type	Commercial		
Property Name	Office Building		
Address	2180 Creighton Road, Pensacola, Escambia, FL 32504		
Location	2180 Creighton Road		
Tax ID	31-1S-30-1500-001-001		
Sale Data			
Grantor	Walthall and Associates, Inc.		
Grantee	Three Sons Properties, LLC		
Sale Date	June 27, 2016		
Record Number	7550/1591		
Property Rights Transferred	Fee Simple		
Financing	Cash to Seller		
Conditions of Sale	Arm's Length		
Sale Price	$172,500	**Day on Market**	1 Week
Land Data			
Land Size	0.242 Acres or 10,562 SF		
Land to Building Ratio	5.31:1		
Road Frontage	79 FF		
Flood Zone			
Estimated Land Value	$75,000		
Building Data			
Building Size SF	1,989 SF	**Assessed Value**	$144,849
Year Built	1980	**Effective Age**	
Value Of Improvements Only	97,500.00	**Leasable Building SF**	SF
Income Analysis			
Indicators			
Sale Price/Gross SF	$86.73/SF		
Sale Price/Leasable SF	/SF		
Verification	Chuck Walthall, Seller, 850-478-9002, August 02, 2017		
Confirming Appraiser	Rodger Lowery, MAI		

Remarks

The subject property has been owner-occupied for several years. The owner placed the property for sale by owner and had a contract within a week. The property had been used as an insurance office for several years. The buyer performed some renovations to accommodate their needs and the property remains owner-occupied by the buyer. The improvements appear to be in average condition.

Improved Sale No. 1 (Cont.)

Comp Photo

Comp Site

Improved Sale No. 2

Property Identification	**Record ID**	376	
Building Type	Office		
Property Name	Office		
Address	6008 Tippin Avenue, Pensacola, Escambia, FL 32504		
Location	East side of Tippin Avenue across the street from Metzger Drive.		
Tax ID	14-1S-29-2104-000-004		
Sale Data			
Grantor	James & Josephine Watford		
Grantee	Fitzgerald Management, Inc.		
Sale Date	June 05, 2014		
Record Number	7182/735 & MLS#460423		
Property Rights Transferred	Fee Simple		
Financing	Cash		
Conditions of Sale	Arm's Length		
Sale Price	$90,000	**Day on Market**	8 DOM
Land Data			
Land Size	0.280 Acres or 12,197 SF		
Land to Building Ratio	13.14:1		
Road Frontage	70 FF		
Flood Zone	Zone X		
Estimated Land Value	$66,000		
Building Data			
Building Size SF	928 SF	**Assessed Value**	$56,642
Year Built	1961	**Effective Age**	
Value Of Improvements Only	24,000.00	**Leasable Building SF**	SF
Income Analysis			
Occupancy at Time of Sale			
Projected Gross Income	$7,888		
Vacancy	$789		
Effective Gross Income	$7,099		
Expenses	$1,775		
Net Operating Income	$5,324	**NOI/SF**	$5.74/SF
Overall Cap Rate	5.92%	**GIM**	11.41
Indicators			
Sale Price/Gross SF	$96.98/SF		
Sale Price/Leasable SF	/SF		
Verification	Ladawn Singleton, Listing Realtor, 850-554-9513, June 26, 2015		
Confirming Appraiser	Tom Fruitticher, MAI		

Remarks

This is office building is constructed on grade with a concrete foundation, lapped siding exterior walls and a metal roof. The building was constructed in 1961 and had an estimated effective age of about 30 years. The interior included carpet and vinyl flooring, drywall walls and ceiling. It also included one bathroom. The building is constructed close to the road and included a small parking lot to the rear.

Improved Sale No. 2 (Cont.)

Comp Photo

Comp Site

Improved Sale No. 3

Property Identification	**Record ID**	375	
Building Type	Office		
Property Name	Office		
Address	900 East Cross Street, Pensacola, Escambia, FL 32503		
Location	Northeast corner of 9th Avenue and Cross Street.		
Tax ID	00-0S-00-9025-019-335		
Sale Data			
Grantor	B&E Holdings, LLC		
Grantee	Solian, Inc.		
Sale Date	June 02, 2015		
Record Number	7354/1665 & MLS#480955		
Property Rights Transferred	Fee Simple		
Financing	Conv.		
Conditions of Sale	Arm's Length		
Sale Price	$105,000	**Day on Market**	0 DOM
Land Data			
Land Size	0.243 Acres or 10,598 SF		
Land to Building Ratio	7.85:1		
Road Frontage	213 FF		
Flood Zone	Zone X		
Estimated Land Value	$57,000		
Building Data			
Building Size SF	1,350 SF	**Assessed Value**	$88,721
Year Built	1950	**Effective Age**	
Value Of Improvements Only	48,000.00	**Leasable Building SF**	SF
Income Analysis			
Occupancy at Time of Sale			
Projected Gross Income	$10,800		
Vacancy	$1,080		
Effective Gross Income	$9,720		
Expenses	$2,430		
Net Operating Income	$7,290	**NOI/SF**	$5.40/SF
Overall Cap Rate	6.94%	**GIM**	9.72
Indicators			
Sale Price/Gross SF	$77.78/SF		
Sale Price/Leasable SF	/SF		
Verification	Rich Richardson, Listing Realtor, 850-417-0577, June 26, 2015		
Confirming Appraiser	Tom Fruitticher, MAI		

Remarks

This is an office building that was converted from a single family house. The building is constructed off grade with a built-up foundation, lapped siding exterior walls and a composition shingle roof. The interior included wood floors, drywall walls and a drywall ceiling. According to the listing Realtor, the buyer spent an additional $40,000 to $50,000 (Avg $45,000) in interior remodeling immediately after the sale. Prior to the remodel, the building was in average condition. At $45,000, the remodeling cost added $33.33/SF to the purchase price. The building was constructed in 1950 and was renovated over the years and had an estimated effective age of 35 years, prior to the renovation.

Improved Sale No. 3 (Cont.)

Comp Photo

Comp Site

Improved Sale No. 4

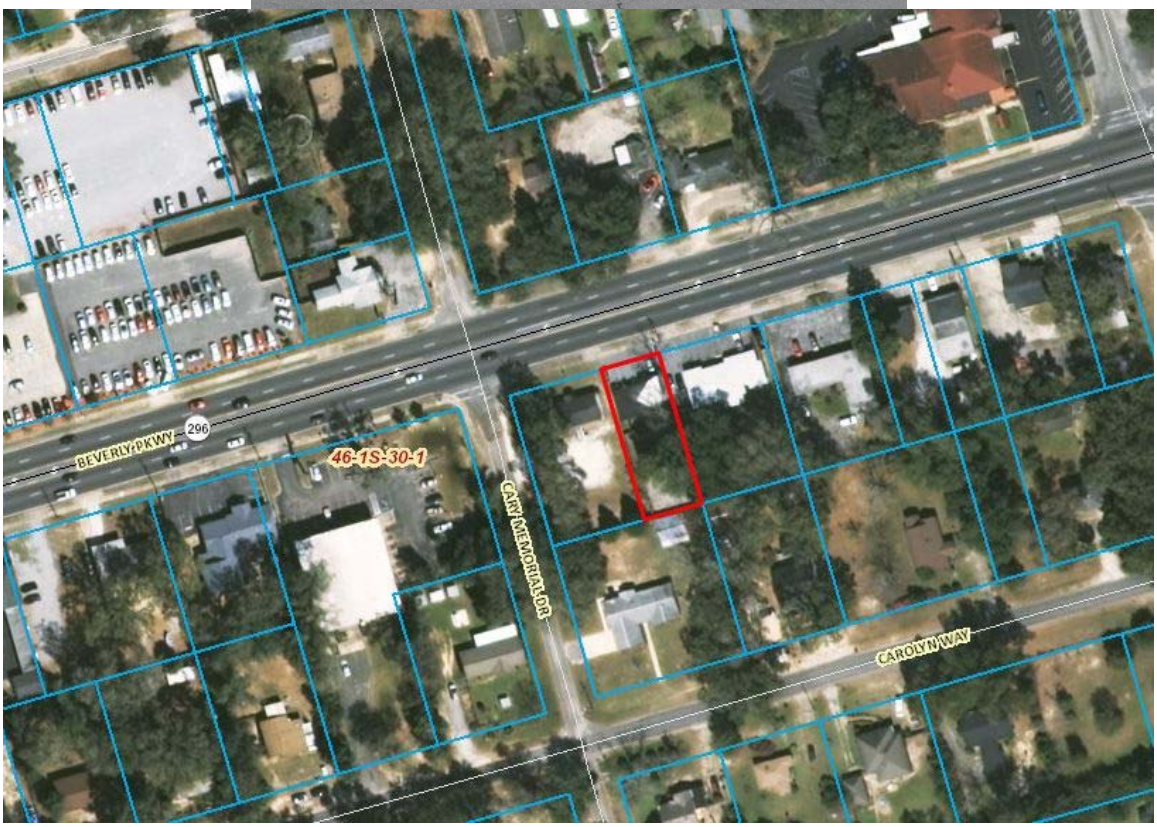
Property Identification	**Record ID**	510	
Building Type	Office		
Property Name	Office		
Address	117 Beverly Parkway, Pensacola, Escambia, FL 32505		
Location	Pensacola, Fl.		
Tax ID	46-1S-30-2001-015-018		
Sale Data			
Grantor	SunTrust Bank		
Grantee	Dennis H. and Kathy Johnston		
Sale Date	March 02, 2016		
Record Number	7487/976		
Property Rights Transferred	Fee Simple		
Financing	Conventional		
Conditions of Sale	Arms-Length		
Sale Price	$75,000	**Day on Market**	85 DOM
Land Data			
Land Size	0.196 Acres or 8,551 SF		
Land to Building Ratio	7.33:1		
Road Frontage	57 FF		
Flood Zone	Flood Zone X, Minimal Flooding		
Estimated Land Value	$33,000		
Building Data			
Building Size SF	1,166 SF	**Assessed Value**	$82,094
Year Built	1972	**Effective Age**	
Value Of Improvements Only	42,000.00	**Leasable Building SF**	SF
Income Analysis			
Occupancy at Time of Sale			
Projected Gross Income			
Vacancy			
Effective Gross Income			
Expenses			
Net Operating Income		**NOI/SF**	/SF
Overall Cap Rate		**GIM**	
Indicators			
Sale Price/Gross SF	$64.32/SF		
Sale Price/Leasable SF	/SF		
Verification	Paul Machado, Listing Broker, (850) 206-9148, May 09, 2016		
Confirming Appraiser	Rodger Lowery, MAI		

Remarks

This is a single-family residential home that was converted for use as an office building in 2012. The building contains a reception area, conference area, three (3) offices, a kitchenette and restroom. The building was also wired for high speed internet and for a commercial phone system. The building was in average condition with an effective age of 18 years.

Improved Sale No. 4 (Cont.)

Comp Photo



Comp Site

OVERALL IMPROVED SALES MAP

Improved Sales Summary Grid				
	Comparable 1	**Comparable 2**	**Comparable 3**	**Comparable 4**
Location:	2180 Creighton Road	6008 Tippin Avenue	900 East Cross Street	117 Beverly Parkway
City	Pensacola	Pensacola	Pensacola	Pensacola
State	FL	FL	FL	FL
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash to Seller	Cash	Conv.	Conventional
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arms-Length
Date of Sale:	6/27/2016	6/5/2014	6/2/2015	3/2/2016
Sale Price:	$172,500	$90,000	$105,000	$75,000
Property Type	Commercial	Office	Office	Office
Building Size (SF)	1,989	928	1,350	1,166
Year Built	1980	1961	1950	1972
Building Condition	Average	Average	Average	Average
Effective Age	20 yrs.	30 yrs	35 yrs	18 yrs
Land Size SF	10,562 SF	12,197 SF	10,598 SF	8,551 SF
Land to Building Ratio	5.31:1	13.14:1	7.85:1	7.33:1
NOI		$5,324	$7,290	
NOI/SF	/SF	$5.74/SF	$5.40/SF	/SF
Cap Rate		5.92%	6.94%	
GRM		11.41	9.72	
Land Value	$75,000	$66,000	$57,000	$33,000
Improvement Only Value	$97,500	$24,000	$48,000	$42,000
Improvement Only $/SF	$49.02	$25.86	$35.56	$36.02
Overall Sale $/SF	$86.73	$96.98	$77.78	$64.32

IMPROVED SALES ANALYSIS

The subject property is the Retail/Office Building located at 6200 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.257 acres or 11,216 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied. The subject has a land-to-building ratio of 8.74:1.

A search of the area was made for improved sales that have a similar highest and best use as the subject property resulting in the previous four sales. Area investors typically considered commercial building purchases on a “price per square foot” basis. As this method of comparison is common, it will be used. The four sales occurred between June 2014 and June 2016 and reflected overall prices from $75,000 to $172,500 or $64.32 to $96.98 per square foot.

PROPERTY RIGHTS SOLD – The subject property rights being considered are those of the Fee Simple Estate. The rights transferred in the sales were also the fee simple estate so no property rights adjustments are necessary.

FINANCING - The comparable properties also sold for cash or terms considered similar to a cash sale requiring no financing adjustments.

CONDITIONS OF SALE - All of the sales were arms-length transactions requiring no conditions of sale adjustments.

EXPENDITURE AFTER THE SALE ADJUSTMENT – None of the sales required expenditures after the sale to make them habitable.

MARKET CONDITIONS ADJUSTMENT – The sales are considered to be recent enough that no market conditions adjustments are necessary.

COMPARATIVE ANALYSIS (Cont'd.)

PHYSICAL ADJUSTMENTS – The only physical adjustments that are considered to be required are ones for effective age, location and land-to-building ratio. These are as follow.

Effective Age Adjustment – The subject improvements reflect an effective age of approximately 25 years, which is inferior to sales one and four, and superior to sales two and three. Sale one reflect an effective age of 20 years being 5 years superior to the subject. Based upon an economic life of 40 years, this indicates a difference of 12.5% depreciation. Applying this to the improvements price per square foot of $49.02/SF for sale one indicates a required downward adjustment of $6.13/SF. The same analysis is applied to sales two, three and four with sale two requiring an upward adjustment of $3.23/SF, sale three requiring an upward adjustment of $8.89/SF and sale four requiring a downward adjustment of $6.30/SF. Applying these adjustments indicates age-adjusted prices of $80.60/SF for sale one, $100.21/SF for sale two, $86.67/SF for sale three and $58.02/SF for sale four.

Location Adjustment – Sale four is located along Beverly Parkway, in an inferior neighborhood as compared to the subject and sales one, two and three. Based upon a comparison of sale four to sales one and three, I apply an upward location adjustment of 30% to sale four to compare to the subject's neighborhood at $75.43/SF.

Land-to-Building Ratio – The subject reflects a land-to-building ratio of 8.74:1, which is similar to sales one, three and four. Sale two has a much higher land-to-building ratio and requires a downward adjustment to compare o the subject. Based upon a comparison of sale two to the subject and sales one, three and four, a downward adjustment of 15% is applied to sale two. Applying this adjustment indicates an adjusted price of $85.18/SF.

The sales are considered to be similar enough to the subject in all other respects that no other adjustments are necessary. The previous adjustments are shown on the following adjustment grid.

COMPARATIVE ANALYSIS (Cont'd.)

Improved Sales Adjustment Grid				
	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Sale Price /SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Property Rights Adjustment	0%	0%	0%	0%
Property Rights Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Financing Adjustment	0%	0%	0%	0%
Financing Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Conditions of sale Adjustment	0%	0%	0%	0%
Conditions of sale Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Expenditures Immediately After Purchase Adjustment	$.00 /SF	$.00 /SF	$.00 /SF	$.00 /SF
Expenditures Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Market Conditions Adjustment	0%	0%	0%	0%
Market Conditions Adj. $/SF	$86.73 /SF	$96.98 /SF	$77.78 /SF	$64.32 /SF
Locational & Phsical Characteristic Adjustments				
Effective Age Adjustment	-$6.13	$3.23	$8.89	-$6.30
Adjusted Price	$80.60	$100.21	$86.67	$58.02
Location Adjustment	0%	0%	0%	30%
Adjusted Price	$80.60	$100.21	$86.67	$75.43
Land-to-Building Ratio	0%	-15%	0%	0%
Value Indiation	**$80.60 /SF**	**$85.18 /SF**	**$86.67 /SF**	**$75.43 /SF**

Reconciliation – After necessary adjustments, the comparables indicated a fairly tight value range from $75.43 to $86.67 per square foot, averaging $81.97/SF. With most weight to sales one, two and three due to the lower overall percentage of adjustments. I reconcile the subject's value via the sales comparison approach at $86/SF. Applying this to the gross building area of 1,284 square feet indicates a value via the sales comparison approach of $110,424, rounded to $110,000.

INDICATED VALUE, SALES COMPARISON APPROACH,

$110,000

INCOME APPROACH

The income approach utilizes the principle of anticipation, which states the value is the present worth of all expected future benefits accruing to ownership. These future benefits are generally in the form of income streams.

There are several basic steps involved in this approach. First, the gross market rent for the property is estimated through a comparison of other similar property leases. Next, an allowance for vacancy and collection losses is deducted resulting in the effective gross rent (E.G.R.). From the E.G.R. is deducted fixed expenses such as taxes and insurance, along with variable expenses such as management, maintenance and reserves for replacement of short-lived items such as the roof and floor coverings (when necessary). The resulting figure is the net operating income (N.O.I.). The N.O.I. is then converted into a present dollar estimate, which is the property's market value estimate. Converting the N.O.I. into a present dollar estimate is called capitalization.

Capitalization techniques include the direct capitalization analysis and the discounted cash flow analysis. The direct capitalization analysis is typically used on single tenant properties, which have very little change in income and expense ratios. This analysis assumes the income stream extends into perpetuity. The discounted cash flow analysis is typically used on more dynamic, multi-tenant properties, which have continually changing incomes and expenses. This analysis assumes the property will be held for a specific time period and then sold at the end of the holding period. The property value is based on the net income streams over the holding period, discounted to the present through the use of a present value factor plus the present value of the net reversion or sale of the property at the end of the holding period. The comparable rents and analysis used in this approach follow:

INCOME APPROACH (Cont'd.)

Comparable Rentals					
Description	**Rent #1**	**Rent #2**	**Rent #3**	**Rent #4**	**Rent #5**
Location	3900 Creighton Rd., Unit #2	5910 Tippin Ave.	1805 Creighton Rd., Unit 2	1805 Creighton Rd., Unit 1	6000 Tippin Ave.
Lease Date	6/15/2017	11/30/2016	8/25/2016	11/18/2016	Active
Size (SF)	800 SF	1,000 SF	780 SF	780 SF	928 SF
Rent	$11.25/SF	$11.10/SF	$11.31/SF	$11.31/SF	$12.28/SF
Terms	Gross Lease	Gross Lease	Gross Lease	Gross Lease	Gross Lease

The subject property is the Retail/Office Building located at 6200 Tippin Avenue in Pensacola, Florida 32504. The land size is 0.257 acres or 11,216 square feet per the County information and the property has a corner location. The subject property is improved with an approximate 1,284 square foot retail store operated as Farley's Old & Rare Books store. The improvements also include two storage buildings. The property is currently listed for sale for $175,000 by Beck Partners. The property is owner-occupied.

I searched the subject's neighborhood for recent office and retail leases on the multiple listing service. The four comparable leases and one active listing noted above in the chart are considered the most similar to the subject. It is noted the four leases range in size from 780 square feet to 1,000 square feet and reflect a lease range from $11.10 to $11.31 per square foot with the active listing for a 928 square foot building at $12.28/SF. I am also aware of a 1,700 square foot suite at 2401 Executive Plaza Drive, Unit 3A just south of the subject currently listed for $10.50/SF. All of the leases and listings are quoted on gross lease terms. Based upon a comparison of the subject to the comparable leased properties, I reconcile at a market rent for the subject property at $11.25 per square foot. Applying this to the subject's 1,284 square feet indicates a potential gross rental income of $14,445 annually.

Vacancy –Vacancy rates for retail and office properties in the subject's neighborhood are stabilized between 3% and 10%. For this analysis, I will consider a vacancy rate of 5%, which is bracketed by the other properties researched. Applying this to the subject's potential gross income of $14,445 indicates a vacancy allowance of $722. Subtracting this indicates an effective gross income for the property of $13,723 annually.

INCOME APPROACH (Cont'd.)

Expenses

The rental income is based upon gross lease terms with the landlord responsible for all expenses with the exception being utilities. The following expenses are applicable to the subject property and are discussed as follows.

Management - The typical management expense for leases on gross lease terms is 5% of the effective gross income. Applying 5% to the annual rent indicates a management expense of $686.

Real Estate Taxes - The real estate taxes for the subject property were previously reported to be $1,056, which will be used in this analysis.

Real Estate Insurance – I am unaware of the annual insurance premium for the subject, however based upon similar properties in the neighborhood, I estimate the annual premium at approximately $1/SF or $1,285 for the subject.

Reserves for Replacements – An expense of $0.15 per square foot or $193 annually has been allocated as a reserve for capital item replacements.

The expenses total $3,220 or 23.5% of the effective gross income. Given the expenses are based upon actual expenses, the expenses are considered to be reasonable and will be used in this analysis.

The income and expenses will be summarized on the reconstructed operating statement that follows.

CAPITALIZATION ANALYSIS

The sales within the sales comparison approach indicated cap rates of 5.92% and 6.94% for sales two and three, but were based upon estimated income and expenses at the time of sale. The income and expenses were not estimated for sales one and four. Based upon the overall cap rates for other office/retail properties in the area, these rates appear to be on the low end of the range. Most office and retail properties that are older properties with single or dual tenant occupancy reflect overall rates in the range of 8% to 8.5%. These rates are in line with investor surveys for similar properties as well. Considering this, an overall rate range from 8% to 8.5%

will be used. The two cap rates are shown on the following reconstructed operating statement along with their value indications.

Reconstructed Operating Statement					
Potential Gross Income (PGI)		=	$14,445		
Vacancy	-5.00%	=	$722		
Effective Gross Income (EGI)		=	$13,723	$13,723	
Expenses					
Management	-5% of EGI	=	$686		
Real Estate Taxes	-$1,056	=	$1,056		
Insurance	-$1,285	=	$1,285		
Reserves for Replacement	-$193	=	$193		
Total Expenses			$3,220	$3,220	
Net Operating Income (NOI)				$10,503	
Value Indications	**NOI**	**÷**	**Cap Rate**	**=**	**Value Opinion**
Market Extracted Cap Rate	$10,503	÷	8.00%	=	$131,288
Investor Survey Cap Rate	$10,503	÷	8.50%	=	$123,565

Reconciliation – Both cap rates are fairly similar and would tend to support each other as being reasonable. As such about equal weight will be given to each to indicate a rounded value via the income approach of $125,000.

INDICATED VALUE, INCOME APPROACH,
$125,000

RECONCILIATION OF APPROACHES

The three valuation approaches reveal the following values:

COST APPROACH:	N/A
SALES COMPARISON APPROACH:	$110,000
INCOME APPROACH:	$125,000

If the appraiser had available sufficient factual data and correctly made the analysis, all approaches to value would be the same. This is seldom the case with the necessity for reconciliation of value. Both approaches indicated fairly similar values and offer good support to each other. As such, I will give about equal weight to each resulting in a final value opinion of **$120,000**.

FINAL VALUE OPINION

ONE HUNDRED TWENTY THOUSAND DOLLARS

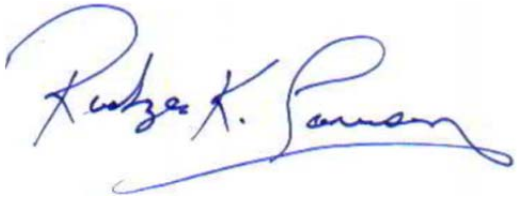
$120,000

PART THREE: CERTIFICATIONS AND ADDENDA

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 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.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have performed no other 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.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute.
- The subject of this appraisal report is identified as the Retail/Office Building, located at 6200 Tippin Avenue in Pensacola, Florida 32504. The estimated current Fee Simple Estate market value of the real estate as of the last date of inspection, July 27, 2017, was **$120,000**.



Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser RZ#1922

ASSUMPTIONS AND LIMITING CONDITIONS

1. 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.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. 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.
6. 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 them.
7. 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.
8. 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.
9. It is assumed that all required licenses, certificates of occupancy 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 in this report are based.
10. 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 for the purpose of this report.
11. It is assumed that the utilization of the land and improvements 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.
12. 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 substances 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 substances 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.

ASSUMPTIONS AND LIMITING CONDITIONS (Cont'd.)

13. 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 communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
15. 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 of land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
17. 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.

Extraordinary Assumption:

An extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.[9]

This appraisal is based upon the extraordinary assumption the billboard sign is not included in the property. It is also based upon the extraordinary assumption the lot size and age of the improvements is correct as noted on the Escambia County Property Appraiser's website and that there are no adverse easements or encroachments.

Hypothetical Conditions:

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.[10]

This appraisal considers no hypothetical conditions.

[9] USPAP 2012-2013 Edition (The Appraisal Foundation) Page U-3
[10] USPAP 2012-2013 Edition (The Appraisal Foundation) Page U-3

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

1. It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

2. Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

3. It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

QUALIFICATIONS AS AN APPRAISER
RODGER K. LOWERY, MAI

EDUCATION

Bachelor of Science Degree - 1991
Florida State University
Tallahassee, Florida
Core Courses - Real Estate Major

Real Estate Feasibility Analysis, Real Estate Market Analysis, Real Estate Finance, Real Estate Appraisal, Legal Environment of Real Estate, Commercial Bank Administration, Urban Planning and Growth Management, Comprehensive Planning

Appraisal Institute Courses:

110: Appraisal Principles – 1994, 120: Appraisal Procedures – 1994, 310: Basic Income Capitalization – 1993, 410/420: Standards of Professional Practice – 1992, 430: Standards of Professional Practice Part C – 1999, 510: Advanced Income Capitalization – 1993, 520: Highest and Best Use and Market Analysis – 2000, 530: Advanced Sales Comparison and Cost Approaches – 1998, 540: Report Writing and Valuation Analysis – 1994, 550: Advanced Applications - 1994

Appraisal Institute Seminars

Reassigning, Readdressing and Reappraising – 2005, Supervisor/Trainee Roles and Relationships – 2010, Data Confirmation and Verification Methods – 2001, Scope of Work and Business Practices and Ethics – 2005, Effective Report Writing – 2003, Intro. To GIS Appl. For Real Estate – 2006, Analyzing Operating Expenses – 2006, Feasibility, Market Value, Investment Timing: Option Value – 2007, Using Your HP12C Financial Calculator – 2007, Online Data Verification Methods – 2009, Online Appraisal of Nursing Facilities – 2009, Analyzing the Effects of Environmental Contamination on Real Property – 2010, Online Appraisal Curriculum Overview – General – 2011, Online Appraisal Curriculum Overview – Residential – 2011, Online Business Practices and Ethics – 2016, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2016, Florida Core Law Update – 2016, Small Hotel/Motel Valuation – 2012, Appraisal of Fast Food Facilities – 2016, Distribution Warehouse Valuation - 2016

APPRAISAL EXPERIENCE

5/97 - Present — Residential and Commercial Real Estate Appraiser, Fruitticher-Lowery Appraisal Group (Owner/Appraiser). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

APPRAISAL EXPERIENCE (Cont'd.)

6/95 - 4/97 Residential and Commercial Real Estate Appraiser, RKL Appraisal Services, Inc. (President). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

6/95 - 9/96 Commercial Real Estate Appraiser, Laureate Realty Services, Inc. (Formerly Camp and Company), Mobile, Alabama. Income analysis and appraisal of neighborhood, community and regional shopping centers, malls, multi-tenant office buildings, apartments and hotels. Properties located in the southeast region, primarily Florida, Alabama, Mississippi and Louisiana.

9/92 - 5/95 Residential and Commercial Real Estate Appraiser, M. Eugene Presley and Associates. Commercial and residential fee appraiser. Responsibilities include the valuation of commercial properties, vacant commercial land, large acreage tracts, and environmentally sensitive properties. Numerous eminent domain appraisals, specifically including the Burgess Road and Airport Boulevard DOT projects. Eminent domain appraisals performed for the property owners.

12/91 - 9/92 Commercial Real Estate Appraiser, Marshall Appraisals, Inc. Associate appraiser. Responsibilities include the valuation of office buildings, banks, hotels, and other large commercial properties throughout Florida.

4/91 - 12/91 Research Assistant, State of Florida, Office of the Auditor General, Division of Real Estate. Responsibilities include the review of State of Florida county appraisal files audited by the Department of Revenue, as well as the review and confirmation of data within privately contracted appraisals performed for the Department of Natural Resources.

Expert Witness Experience

U.S. Bankruptcy Court, Mobile, Alabama, U.S. District Court, Northern District of Florida, Circuit Court, Baldwin County, Circuit Court, Bay County, Circuit Court, Santa Rosa County, Florida, Circuit Court, Escambia County, Florida, Circuit Court, Okaloosa County, Florida

Specialty Projects

Federal Express Facilities (Freight, Ground and Express)
Medical Facilities (Single and Multi-tenant Facilities)

PROFESSIONAL LICENSES/AFFILIATIONS

Designated MAI Member, Appraisal Institute, Member #11029
State-Certified General Real Estate Appraiser, State of Florida, License #RZ 0001922
State-Certified General Real Property Appraiser, State of Alabama, License #G00445
Real Estate Broker, State of Florida, License # BK0573361; FLAG Realty, Inc.
Real Estate Broker, State of Alabama, License #065378 (Reciprocal Brokers License)
Member - Pensacola Association of Realtors, Florida Association of Realtors and the National Association of Realtors
Past Member – Escambia County Planning Board
Past Member - Home Builders Association of West Florida
Past Member – City of Pensacola Zoning Board of Adjustments
Member – Leadership Escambia And Pensacola (LEAP) Class of 2001
Past Member – American Diabetes Association of Northwest Florida, Board of Directors
Past Member – Fiesta of Five Flags, Board of Governors
Past Member – WSRE Planned Giving Council, Board of Directors
Past Member - Pensacola Chamber of Commerce Relocation Committee

CLIENTS

American Equity Investments LIC
American National Bank of Minnesota
First National Bank and Trust
Centennial Bank
Saad Development Group
Pen Air Federal Credit Union
Charter Bank
ServisFirst Bank
Southtrust Bank
Summit Bank
Regions Bank
Mark Bednar, Esquire
Borowski & Traylor
Whitaker, Mudd, Simms, Luke & Wells
Phillip Bates
Samuel Bearman, P.C.
Beal Service Corporation
Clayton Bank and Trust
Community and Southern Bank
Grandbridge Real Estate Capital
Protective Life Insurance Company
State Bank and Trust
PNC Bank
BBVA Compass Bank
SunTrust Bank
Iberia Bank
First National Bank of Baldwin County
Beroset and Keene, Attorneys at Law
Donald W. Stewart, P.C.
Brogdon, Davis and Adams
Armbrecht Jackson, LLP
Tyler & Hamilton

Addendum

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ1922

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

LOWERY, RODGER K
3000 LANGLEY AVENUE #402
PENSACOLA FL 32504

ISSUED: 11/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611150002318

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ⦿ Account ○ Reference

Printer Friendly Version

General Information

Reference:	141S292100001002
Account:	012399000
Owners:	FARLEY OWEN E & CLARA MOONEAN
Mail:	6200 TIPPIN AV PENSACOLA, FL 32504
Situs:	6200 TIPPIN AVE 32504
Use Code:	STORE, 1 STORY
Taxing Authority:	COUNTY MSTU
Schools (Elem/Int/High):	CORDOVA PARK/WORKMAN/WASHINGTON
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$14,250	$49,634	$63,884	$63,884
2015	$14,250	$46,624	$60,874	$60,874
2014	$14,250	$43,041	$57,291	$57,291

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1997	4105	598	$55,000	WD	View Instr
06/1984	1920	66	$35,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

None

Legal Description

LT 1 BLK 2 COLLEGE HEIGHTS PB 5 P 9 LESS OR 2808 P 596- 12TH AVE R/W OR 4105 P 598 LESS OR 4308 P 581 RD R/W

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id: 14-1S-29

Approx. Acreage: 0.2532

Zoned: Com

Evacuation & Flood Information Open Report

View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:6200 TIPPIN AVE, Year Built: 1963, Effective Year: 1963

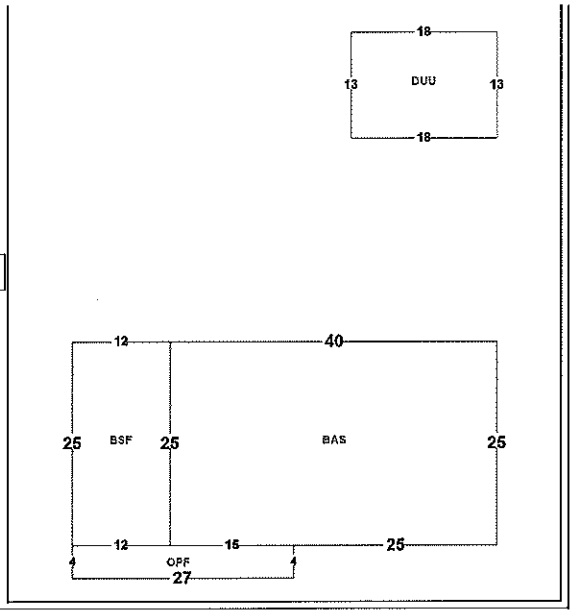
Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*CONCRETE BLOCK*

FLOOR COVER-*HARDWOOD/PARQET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*8*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1642 Total SF

BASE AREA - *1000*
BASE SEMI FIN - *300*
DET UTILITY UNF - *234*
OPEN PORCH FIN - *108*



Images

6/23/10

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:07/27/2017 (tc.891)

Escambia County Tax Collector

2016 Roll Details — Real Estate Account At 6200 TIPPIN AVE

Print this page

Real Estate Account #01-2399-000 | Parcel details | Latest bill | Full bill history

2016	2015	2014	2013	...	2008
PAID	PAID	PAID	PAID		PAID

Get Bills by Email

PAID 2017-03-23 $1,056.31
Receipt #107-17-00083388

Owner: FARLEY OWEN E &
6200 TIPPIN AV
PENSACOLA, FL 32504
and 1 other
Situs: 6200 TIPPIN AVE

Account number: 01-2399-000
Alternate Key: 64463
Millage code: 06
Millage rate: 14.5731

Assessed value: 63,884
School assessed value: 63,884
Unimproved land value: 14,250

Property Appraiser
Location is not guaranteed to be accurate.

2016 Annual bill — View

Ad valorem: $930.98
Non-ad valorem: $125.33
Total Discountable: 1056.31
No Discount NAVA: 0.00
Total tax:

Legal description

LT 1 BLK 2 COLLEGE HEIGHTS PB 5 P 9 LESS OR 2808 P 596- 12TH AVE R/W OR 4105 P 598 LESS OR 4308 P 581 RD R/W

Location

Geo number: 141S292100001002
Range: 29
Township: 1S
Section: 14
Block: 002
Lot: 001
Use code: 1100
Total acres: 0.250

Addresses

Other owners: CLARA MOONEAN

© 1997--2017, Grant Street Group. All rights reserved.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) **Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) **Rezoning to HDMU.** High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new non-residential use proposed within the HDMU district.
(Ord. No. 2015-56, § 3, 12-10-2015; Ord. No. 2016-2 § 1, 1-7-2016; 2016-31 § 1, 8-4-2016; Ord. No. 2017-5, §,2, 1-5-2017)

Sec. 3-2.10 Commercial district (Com).

(a) **Purpose.** The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(b) **Permitted uses.** Permitted uses within the Commercial district are limited to the following:

(1) **Residential.** The following residential uses are allowed throughout the district, but if within the Commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

(2) **Retail sales.** Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage. See also conditional uses in this district.

(3) **Retail services.** The following retail services, excluding permanent outdoor storage:

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair, and outdoor work.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

See also conditional uses in this district.

(4) **Public and civic.**

a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Foster care facilities.
g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding any industrial uses.

l. Warehousing or maintenance facilities for government agencies or for public utilities.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Indoor recreation or entertainment facilities, including movie theaters, bowling alleys, skating rinks, arcade amusement centers, bingo facilities and shooting ranges, but excluding bars, nightclubs or adult entertainment facilities.

c. Marinas, private and commercial.

d. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related.

a. Printing, binding, lithography and publishing.

b. Wholesale warehousing with gross floor area 10,000 sq.ft. or less per lot.

See also conditional uses in this district.

(7) Agricultural and related.

a. Agricultural food production primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics.

See also conditional uses in this district.

(8) Other uses.

a. Billboard structures.

b. Outdoor storage if minor and customarily incidental to the allowed principal use, and if in the rear yard, covered, and screened from off-site view, unless otherwise noted.

c. Parking garages and lots, commercial.

d. Self-storage facilities, excluding vehicle rental.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the Commercial district:

(1) Residential.

a. Group living not among the permitted uses of the district.

b. Home occupations with non-resident employees.

(2) Retail sales.

a. Boat sales, new and used.

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of way other that through approved site access.

c. Automobile rental limited to the same restrictions as used automobile sales.

d. Utility trailer, heavy truck (gross vehicle weight rating more than 8500 lbs), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.

(3) Retail services. Service and repair of motor vehicles, small scale (gross floor area 6000 sq. ft. or less per lot), excluding painting and body work and outdoor work and storage.

(4) Public and civic.

a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.

c. Cinerators.

d. Homeless shelters.

(5) Recreation and entertainment.

a. Bars and nightclubs.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) Industrial and related.

(a) Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use and regulations in Part III, the Land Development Code, chapter 4. *Borrow pits are prohibited on land zoned GMD prior to the adoption of the Commercial (Com) zoning.

(b) Microbreweries, microdistilleries, microwineries.

(7) **Agricultural and related.** Horses or other domesticated *equines* kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(8) **Other uses.**

a. Outdoor sales not among the permitted uses of the district.

b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.

c. Self-storage facilities, including vehicle rental as an accessory use.

d. Structures of permitted uses exceeding the district structure height limit.

(d) **Site and building requirements.** The following site and building requirements apply to uses within the Commercial district:

(1) **Density.** A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) **Floor area ratio.** A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) **Structure height.** A maximum structure height of 150 feet above adjacent grade.

(4) **Lot area.** No minimum lot area unless prescribed by use.

(5) **Lot width.** Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:

a. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Eighty feet at the street right-of-way for two-family dwellings.

c. **Multi-family and other.** Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.

(6) **Lot coverage.** Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) **Structure setback.** For all principal structures, minimum setbacks are:

a. **Front and rear.** Fifteen feet in both front and rear.

b. **Sides.** Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. **Corner lots.** Will have one front setback and one side setback.

(8) **Other requirements.** Refer to chapters 4 and 5 for additional development regulations and standards.

(e) **Location criteria.** All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) **Proximity to intersection.** Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) **Proximity to traffic generator.** Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) **Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) **Site design.** Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:

a. Any Intrusion into a recorded subdivision is limited to a corner lot.

b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) **Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) **Rezoning to Commercial.** Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy

COMMERCIAL APPRAISAL REVIEW FORM

The appraisal report which is the subject of this review is briefly identified and described as follows:

Name of Project/Property: N6200 - 6200 Tippin Avenue

Location/Legal: LT 1 BLK 2 COLLEGE HEIGHTS PB 5 P 9 LESS OR 2808 P 596- 12TH AVE R/W OR 4105 P 598 LESS OR 4308 P 581

Type of Property: ☒ Existing ☐ Proposed Construction

Name of Appraiser: Roger K Lowery, MAI Telephone: 850-982-9032

Address: 3000 Langley Avenue, Suite 402,Pensacola, FL 32504

Report Addressed to: City of Pensacola - Pensacola International Airport Telephone:

Address: 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504

Type of Appraisal Report: ☒ Narrative ☐ Printed Form ☐ Other (identify)

Section I - Purpose and Function of Appraisal

Value Sought: ☒ Market Value ☐ Other (identify)

Interests Valued: ☒ Fee Simple ☐ Leased Interest ☐ Easements ☐ Other (identify)

Real Estate Valued: ☐ Land ☒ Improvements ☐ Ground Lease ☐ Personal Property ☐ Other (identify)

Date of Value: ☒ Current ☐ Future ☐ Past

Definitions Given For: ☒ Value Sought ☒ Interest To Be Valued ☐ Market Rent ☐ Other (identify)

Assumptions and Limiting Conditions: ☐ Standard ☒ Consistent with Valuation Process ☐ Third Party Report ☐ Unreasonable or Excessive

Comments: Report appears to be complete relative to purpose and function sections, as per USPAP. Land and Improvements are valued together.

Section II - Property Identification, Ownership and Assessment

Does the report adequately contain or identify:	Yes	No	N/A
Property Location/Address	☒	☐	☐
Legal Description	☒	☐	☐
Real Estate Tax Information	☒	☐	☐
Assessments, Bonds, etc.	☒	☐	☐
Existence of:			
Deed Restrictions	☐	☒	☐
Covenants, Conditions, Restrictions	☐	☐	☐
Moratoriums	☐	☐	☐

	Yes	No	N/A
Owners of Record	☒	☐	☐
History of Ownership	☒	☐	☐
If Applicable to Subject Property:			
Amount of Purchase Price	☐	$	
Pending Sales Price	☐	$	
Asking Price	☒	$ 175,000	
Option Price	☐	$	
Other	☐	$	

Comments: Extraordinary assumptions are included relative to the billboard not being included in the property, and that the lot size and age of the improvements is correct as described in the Escambia County tax rolls. An extraordinary assumption is alos included relative to there being no adverse easements or encroachments. A current listing on the property by Beck Properties was disclosed.

Section III - Location Analysis

Does the report adequately describe or identify:	Yes	No	N/A
Region	☒	☐	☐
City	☒	☐	☐
Neighborhood	☒	☐	☐

Does Report:	Yes	No	N/A
Sum up and rate the area	☒	☐	☐
Identify and discuss important trends	☒	☐	☐
Identify nuisances or hazards	☒	☐	☐

Comments: The neighborhood boundaries are defined, but are relatively broad in nature, relative to the boundaries in essence being the city limits of Pensacola. The data provided all appears to be factual.

Section IV - Property Description

Comment upon the descriptions and analysis of the following:

SITE:	Yes	No
Adequate description of physical features	☒	☐
Identification of encumbrances	☒	☐
Does report state adequacy of site for existing or proposed use	☒	☐
Utilities available	☒	☐
Special Problems:		
Flood	☒	☐
Environmental Hazards, Seismic, Toxic etc.	☒	☐
Other (identify) Billboard	☒	☐

IMPROVEMENTS:	Yes	No
Adequate description of physical features	☒	☐
Attention given to:		
Quality	☒	☐
Functional Utility and Appeal	☒	☐
Age	☒	☐
Condition	☒	☐
Hazardous Conditions	☒	☐
ZONING:		
Statement	☒	☐
Definition	☒	☐

Comments: The description of site and improvements appears complete.

Section V - Highest and Best Use

	Yes	No
Definition	☒	☐
Components	☒	☐
Conclusion of highest and best use: Continued retail/office		
Current Zoning: COM-Commercial		
Status zoning change: None		
Status of building permit (if proposed construction)		
Does report discuss feasibility/profitability	☒	☐

	Yes	No
Does property conform to zoning and neighborhood	☒	☐
Is use legal and physically possible	☒	☐
Has the report in this or other sections discussed:		
Marketability (supply-demand, market trends,	☒	☐
absorption occupancy levels)	☒	☐
Other (identify)		
Were other studies/reports considered	☐	☒

Comments: The highest and best use appears to be complete.

Copyright 1987 by the National Association of Review Appraisers and Mortgage Underwriters

Section VI - Property Valuation

Comment and rate the approaches to value:

COST APPROACH:	Satisfactory	Unsatisfactory
Format	☐	☐
Adequacy of data	☐	☐
Source of costs	☐	☐
Land value estimate	☐	☐
Estimated cost new	☐	☐
Depreciation estimate	☐	☐
SALES COMPARISON APPROACH:		
Format	☒	☐
Adequacy of data	☒	☐
Sources of data	☒	☐
Summary of sales table	☒	☐
Use of adjustment grid table	☒	☐
Comparative analysis of sales	☒	☐
INCOME CAPITALIZATION APPROACH:		
Format	☒	☐
Selection of proper capitalization method	☒	☐
Adequacy of data and support for:		
Comparable Rentals	☒	☐
Vacancy and Loss Factor	☒	☐
Operating History	☐	☐
Rent Roll	☐	☐
Income Estimate	☒	☐
Expense Estimate	☒	☐
Net Operating Income	☒	☐
Capitalization Rate	☒	☐

DISCOUNTED CASH FLOW ANALYSIS (DCF)	Satisfactory	Unsatisfactory
Format	☐	☐
Adequacy of data and support for:		
Holding Period	☐	☐
Growth Rates	☐	☐
Discount Rate	☐	☐
Development of Cash Flow Estimates	☐	☐
Reversionary Value	☐	☐
Other Methods of Processing Income Stream (Mortgage Equity, Band of Investments, etc.)	☐	☐

RECONCILIATION:

Indicated values are:

Cost Approach	$
Sales Comparison Approach	$ 110,000
Income Approach	$ 125,000
DCF Analysis	$
Other (Pending Sale, etc.)	$
Value Conclusion	$ 120,000

Allocation as Follows:

Land	$
Improvements	$
Personal Property	$
Other	$
Total Value	$ 120,000

Comments: Direct Capitalization was utilized, with overall capiitalization rate developed from actual sales and income data. No Cost Approach was needed or developed. The two approaches applied provide a reasonable range of indicated value.

Section VII - Other Report Requirements

	Yes	No
Does report contain a certification	☒	☐
Is the report co-signed	☐	☒
Did principal appraiser sign report	☒	☐
Did principal appraiser personally inspect subject property	☒	☐
Does principal appraiser make statement of concurrence with value conclusion	☐	☐
Does report contain appraiser(s) qualifications	☒	☐

Section VIII - Final Rating of Appraisal

Report Format	Acceptable	Unacceptable
Readability and neatness	☒	☐
Mathematical accuracy	☒	☐
Exhibits (Photos, Maps, etc.)	☒	☐
Appraiser's analytical ability	☒	☐
Purpose and function of appraisal	☒	☐
Property identification	☒	☐
Locational analysis	☒	☐
Property Description:		
Site	☒	☐
Improvements	☒	☐
Highest and Best Use	☒	☐

Property Valuation:	Acceptable	Unacceptable
Feasibility/Profitability	☒	☐
Market Trends	☒	☐
Cost Approach	☐	☐
Sales Comparison Approach	☒	☐
Income Approach	☒	☐
DCF	☐	☐
Reconciliation	☒	☐
Date of Appraisal	☒	☐
Overall Rating of Appraisal	☒	☐

Brief Comments on Unacceptable Ratings: The valuation is developed well and supported.

Section IX - Reviewer's Conclusions - Recommendations

Scope of Review:	Yes	No
Read report	☒	☐
Interviewed appraiser	☐	☒
Field Review	☐	☒
Does the Reviewer concur with the soundness of conclusion:	☒	☐

If reviewer does not concur with the soundness of conclusion, then what is the recommended action:

- ☐ Totally reject appraisal
- ☐ Have appraiser rework, revise, update the appraisal
- ☐ Have another appraisal prepared by someone else
- ☐ Other

Concluding Comments: The report is acceptable as it is written.

Reviewer's Signature _____ Date _____

Name of Reviewer G. Daniel Green, MAI, SRA

Position _____ Department _____

Address 103 Bay Bridge Dr Telephone (850) 934-1797 x100

City, State, Zip Gulf Breeze, FL 32561

Copyright 1987 by the National Association of Review Appraisers and Mortgage Underwriters

Supplemental Addendum

File No. 170814294

Borrower							
Property Address	6200 Tippin Ave						
City	Pensacola	County	Escambia	State	FL	Zip Code	32504
Lender/Client	City of Pensacola						

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00552 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

DISPOSITION OF SURPLUS PROPERTY - 900 BLOCK WEST BELMONT (FORMERLY IDENTIFIED AS 400 BLOCK WEST BELMONT)

RECOMMENDATION:

That City Council approve the sale of 900 Block West Belmont Street (formerly identified as 400 Block West Belmont), Parcel Identification Number 000S009060030022, Account Number 150263000 to the only responsive bidder, Philip Krupp, in the amount of $16,000. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property. Finally, that 50 percent of the proceeds, after costs associated with the final transaction, are allocated to the Housing Initiatives Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The unimproved property previously addressed as 400 Block West Belmont Street was approved by City Council as surplus property on January 12, 2017. The property record for the parcel was updated by the Escambia County Property Appraiser to reflect its location at 900 Block of West Belmont and the parcel number, 000S009060030022, remained the same. The site is approximately 0.0740 acres and is zoned R-1A.

To facilitate the sale of the property, an RFP was issued and SVNCRE GROUP, LLC, a Florida limited liability corporation, DBA Southland Commercial Real Estate ("SVN") was selected to market the parcel.

In accordance with the Policy for Disposition of City-Owned Real Property, property owners within a 300 foot radius of the parcel received public notice of advertisement for bids for sale of surplus property by mail on May 11, 2017 and an appraisal of the property was conducted. The estimated market value of the subject property as appraised by Fruitticher-Lowery on September 13, 2017 is between $13,600 and $21,100. Given approximately equal weight to the comparable sales, the appraiser reconciled the final estimate of market value at $17,000.

One bid was received by SVN in the amount of $16,000 from Philip Krupp. Under the terms of the bid, the buyer will pay recording fees and closing costs for title transfer.

PRIOR ACTION:

January 12, 2017 - City Council declared the City owned unimproved real property located at 400 Block West Belmont as surplus and authorized the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

FUNDING:

N/A

FINANCIAL IMPACT:

All costs associated with the final transaction will come from sale proceeds with 50 percent of the remaining balance allocated to the Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

9/28/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

1) Appraisal - 400 Block & 900 Block West Belmont
2) Escambia County Property Appraiser Parcel Information - 400 & 900 Block West Belmont
3) Krupp Offer Letter - 900 Block West Belmont
4) Parcel Map - 400 & 900 Block West Belmont

PRESENTATION: No

LAND APPRAISAL REPORT

File No. TP17084Z-5/RL

SUBJECT

Borrower City of Pensacola Census Tract 0004.00 Map Reference 37860
Property Address 400 Block & 900 Block West Belmont Street (Parcel Reference #000S009060030022)
City Pensacola County Escambia State FL Zip Code 32502
Legal Description Lot 3, Pebleys S/D, Block 22, West King Tract (OR Book 1564/PG 55)
Sale Price $ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
Actual Real Estate Taxes $ 0 (yr) Loan charges to be paid by seller $ N/A Other sales concessions N/A
Lender/Client City of Pensacola Address 222 West Main Street, Pensacola, FL 32502
Occupant Vacant Land Appraiser Tim H. Philpot Instructions to Appraiser Appraise Market Value

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%
Growth Rate	☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☒ Increasing	☐ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 77 % One-Unit, 3 % 2-4 Unit, 5 % Apts., 2 % Condo, 10 % Commercial, 1 % Industrial, 2 % Vacant, ___ %

Change in Present Land Use: ☐ Not Likely ☐ Likely (*) ☒ Taking Place (*)
(*) From Vacant Land To Improved Residential

Predominant Occupancy ☒ Owner ☐ Tenant 0-1 % Vacant
One-Unit Price Range $ 15,000 to $ 300,000 Predominant Value $ 150,000
One-Unit Age Range 0 yrs. to 100+ yrs. Predominant Age 75 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☒	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☒	☐	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☒	☐	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject property is located in a mixed residential, commercial and light industrial neighborhood in close proximity to downtown Pensacola. This is an older residential area of Pensacola that is beginning to experience some signs of revitalization. Interest in living close to downtown Pensacola has accelerated in the past few years. Mixed land uses do not appear to have a detrimental influence of the marketability of properties in this area.

SITE

Dimensions 30'x107.5'x30'x107.5' = 3,225 SF ☐ Corner Lot
Zoning Classification R-1A (Residential) Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations
Highest and Best Use ☐ Present Use ☒ Other (specify) Improved Residential

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
☐ Underground Elect. & Tel.		

OFF SITE IMPROVEMENTS
Street Access ☒ Public ☐ Private
Surface Asphalt
Maintenance ☒ Public ☐ Private
☐ Storm Sewer ☒ Curb/Gutter
☐ Sidewalk ☒ Street Lights

Topo Level-Above Street Grade
Size Typical for Area
Shape Rectangular
View Average-Residential
Drainage Appears Adequate
Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) There was no evidence of environmental hazards observed at the site.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	900 Blk W Belmont St Pensacola, FL 32502	903 W Belmont St Pensacola, FL 32501		920 W Chase St Pensacola, FL 32502		1018 W Government St Pensacola, FL 32502	
Proximity to Subject		0.03 miles SE		0.26 miles S		0.60 miles S	
Sales Price	$ N/A		$ 15,000		$ 24,000		$ 45,500
Price $/Sq. Ft.	$		$ 4.88 SF		$ 4.61 SF		$ 6.06 SF
Data Source(s)	Inspection	MLS Sale #516266		MLS Sale #492969		MLS #510600	
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.	N/A	05/12/2017		10/13/2016		01/31/2017	
Location	W Belmont Street	W Belmont Street		W. Chase Street		W. Government St.	
Site/View	3,225 SF	3,074 SF	+800	5,200 SF	-10,400	7,500 SF	-22,400
Property Width	30 Feet	25.2'		40'		60'	
Shape/Topgraphy	Level/Rectangular	Level/Rectangular		Level/Rectangular		Level/Rectangular	
Public Utilities	Public Utilities	Public Utilities		Public Utilities		Public Utilities/Fence	-2,000
Zoning	R-1A	R-1A		R-1A		R-1AA	
Sales or Financing Concessions	N/A N/A	None		None		None	
Net Adj. (Total)		☒ + ☐ –	$ 800	☐ + ☒ –	$ -10,400	☐ + ☒ –	$ -24,400
Indicated Value of Subject		Net 5.3 % Gross 5.3 %	$ 15,800	Net 43.3 % Gross 43.3 %	$ 13,600	Net 53.6 % Gross 53.6 %	$ 21,100

Comments on Market Data All of the comparables are sales of competing vacant lots in the subject neighborhood that had similar utility and no wetlands. Comp. #1 is a slightly smaller homesite located diagonally across the street from the subject property. Sale #2 is a larger lot located approximately 3 blocks south of the subject parcel. Sale #3 is a larger parcel of land that was subdivided into two building homesites.

RECONCILIATION

Comments and Conditions of Appraisal This appraisal was performed in accordance with USPAP and was not based on a minimum loan amount. The Intended Use is to evaluate the property that is the subject of this appraisal to determine its current market value, subject to the Scope of Work, purpose of the appraisal, reporting requirement of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Final Reconciliation The sales comparison approach is considered the only applicable approach in appraising residential vacant land. After adjustments, the attached sales indicate a market value range between $13,600 and $21,100. Given approximately equal weight to the comparable sales, the appraisers have reconciled the final estimate of market value at $17,000 or $5.27 per square foot.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 09/13/2017 **TO BE $** 17,000

Appraiser Tim H. Philpot
Date of Signature and Report September 19, 2017
Title State Certified Residential Appraiser
State Certification # Cert Res RD#934 ST FL
Or State License # ST
Expiration Date of State Certification or License 11/30/2018
Date of Inspection (if applicable) 09/13/2017

Supervisory Appraiser (if applicable) Rodger K. Lowery, MAI
Date of Signature September 19, 2017
Title MAI-State Certified General Appraiser
State Certification # Cert Gen RZ#1922 ST FL
Or State License # ST
Expiration Date of State Certification or License 11/30/2018
☐ Did ☒ Did Not Inspect Property Date of Inspection

Subject Photo Page

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						

Subject Front

900 Blk W Belmont St

Sales Price	N/A
G.L.A.	
Tot. Rooms	
Tot. Bedrms.	
Tot. Bathrms.	
Location	W Belmont Street
View	3,225 SF
Site	
Quality	
Age	

Subject Rear

Subject Street

Comparable Photo Page

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						

Comparable 1

903 W Belmont St
Prox. to Subj. 0.03 miles SE
Sales Price 15,000
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location W Belmont Street
View 3,074 SF
Site
Quality
Age

Comparable 2

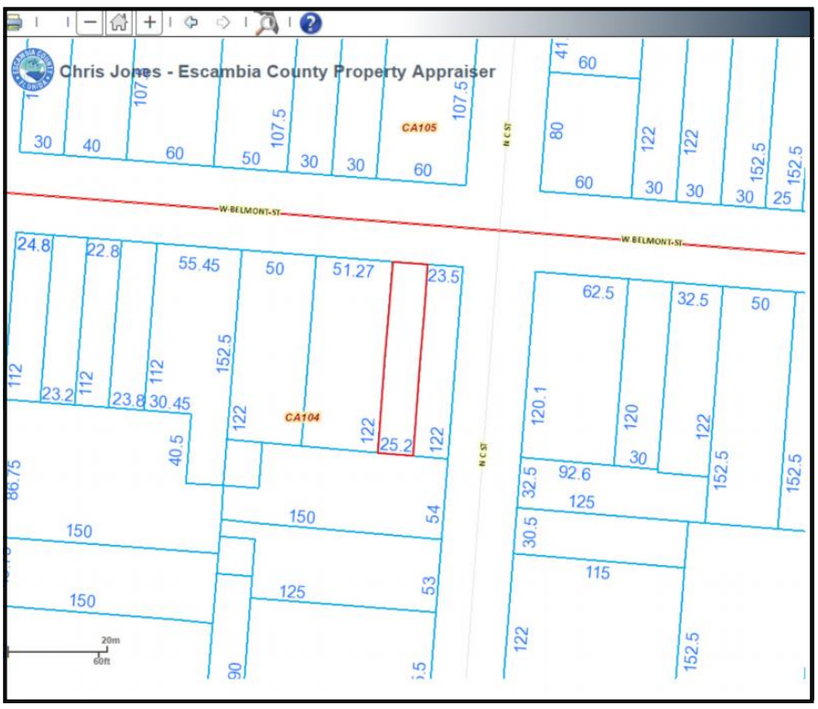
920 W Chase St
Prox. to Subj. 0.26 miles S
Sales Price 24,000
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location W. Chase Street
View 5,200 SF
Site
Quality
Age

Comparable 3

1018 W Government St
Prox. to Subj. 0.60 miles S
Sales Price 45,500
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location W. Government St.
View 7,500 SF
Site
Quality
Age

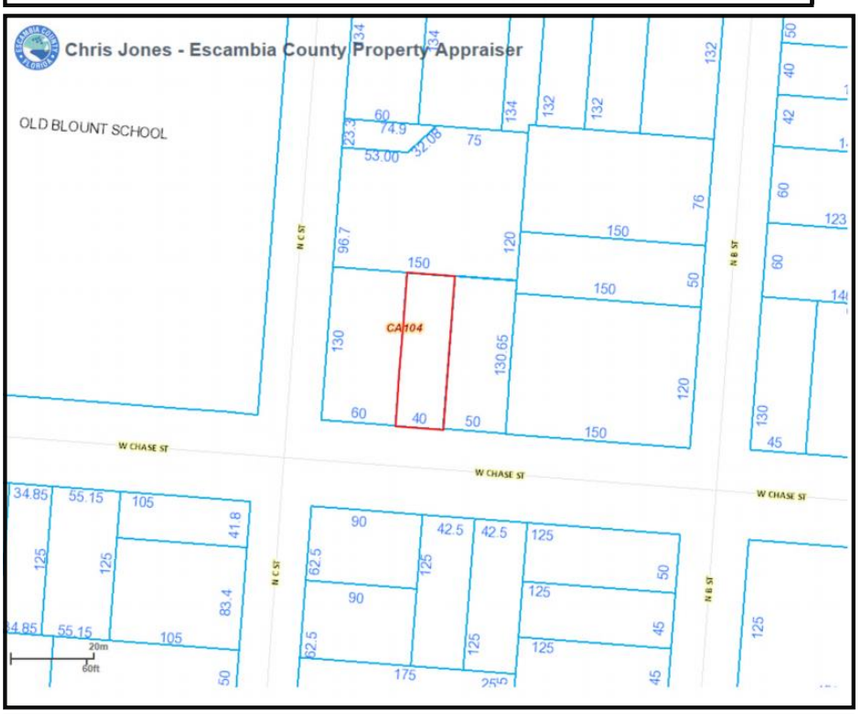
Comparable Photo Page

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						



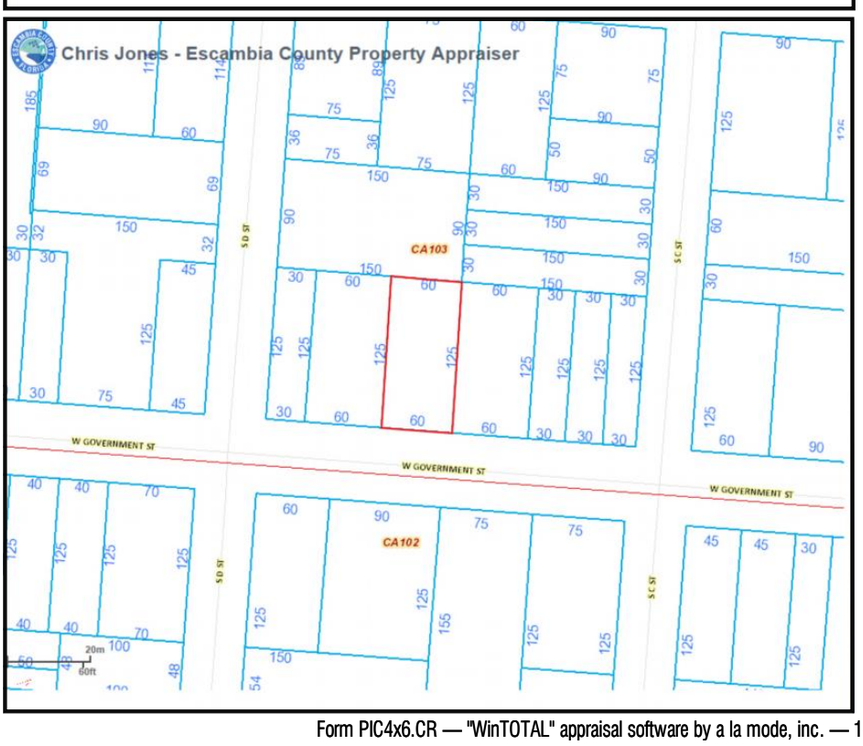
Comparable 1

903 W Belmont St
Prox. to Subj. 0.03 miles SE
Sales Price 15,000
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location W Belmont Street
View 3,074 SF
Site
Quality
Age



Comparable 2

920 W Chase St
Prox. to Subj. 0.26 miles S
Sales Price 24,000
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location W. Chase Street
View 5,200 SF
Site
Quality
Age

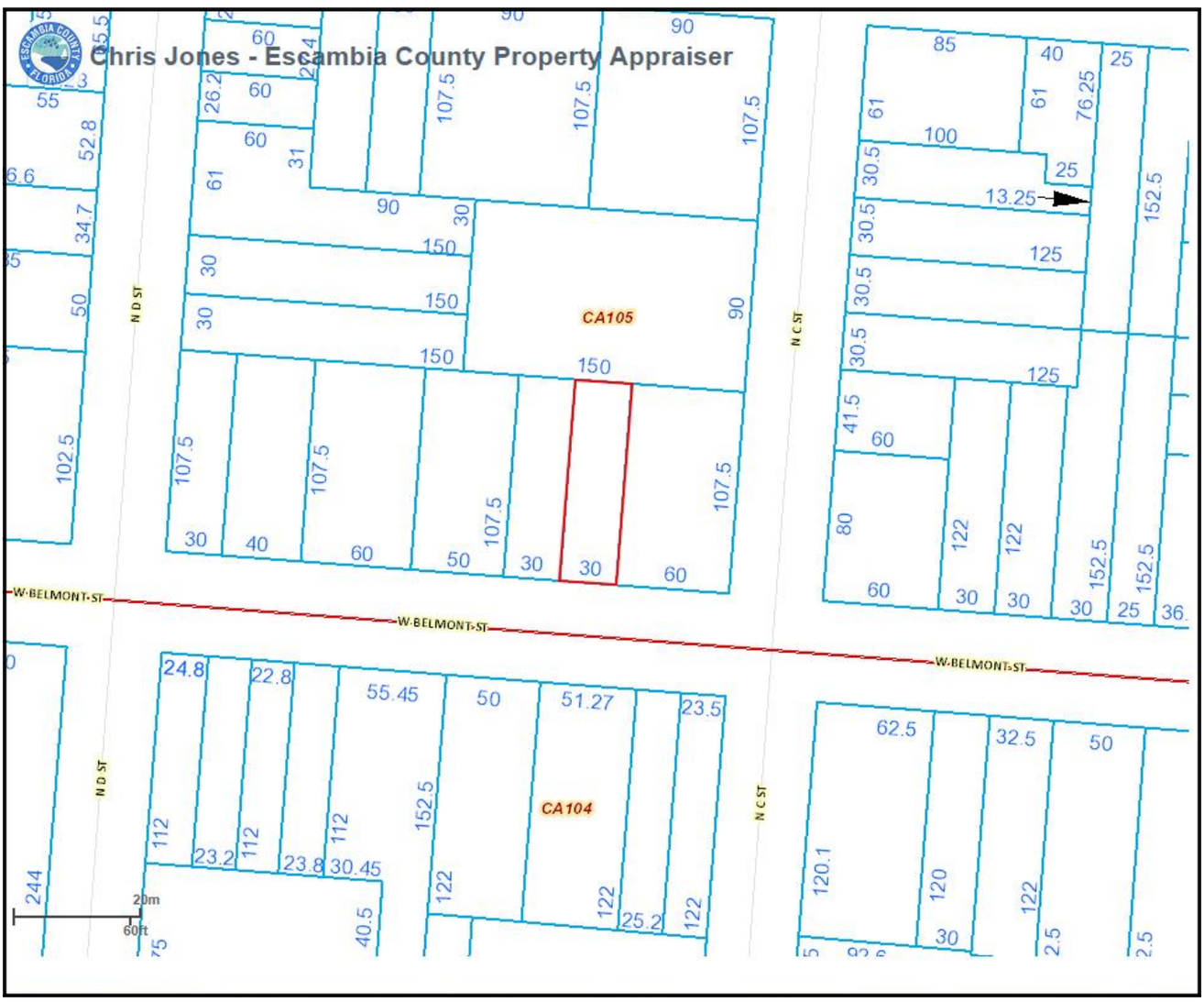


Comparable 3

1018 W Government St
Prox. to Subj. 0.60 miles S
Sales Price 45,500
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location W. Government St.
View 7,500 SF
Site
Quality
Age

Plat Map

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						



Aerial Map

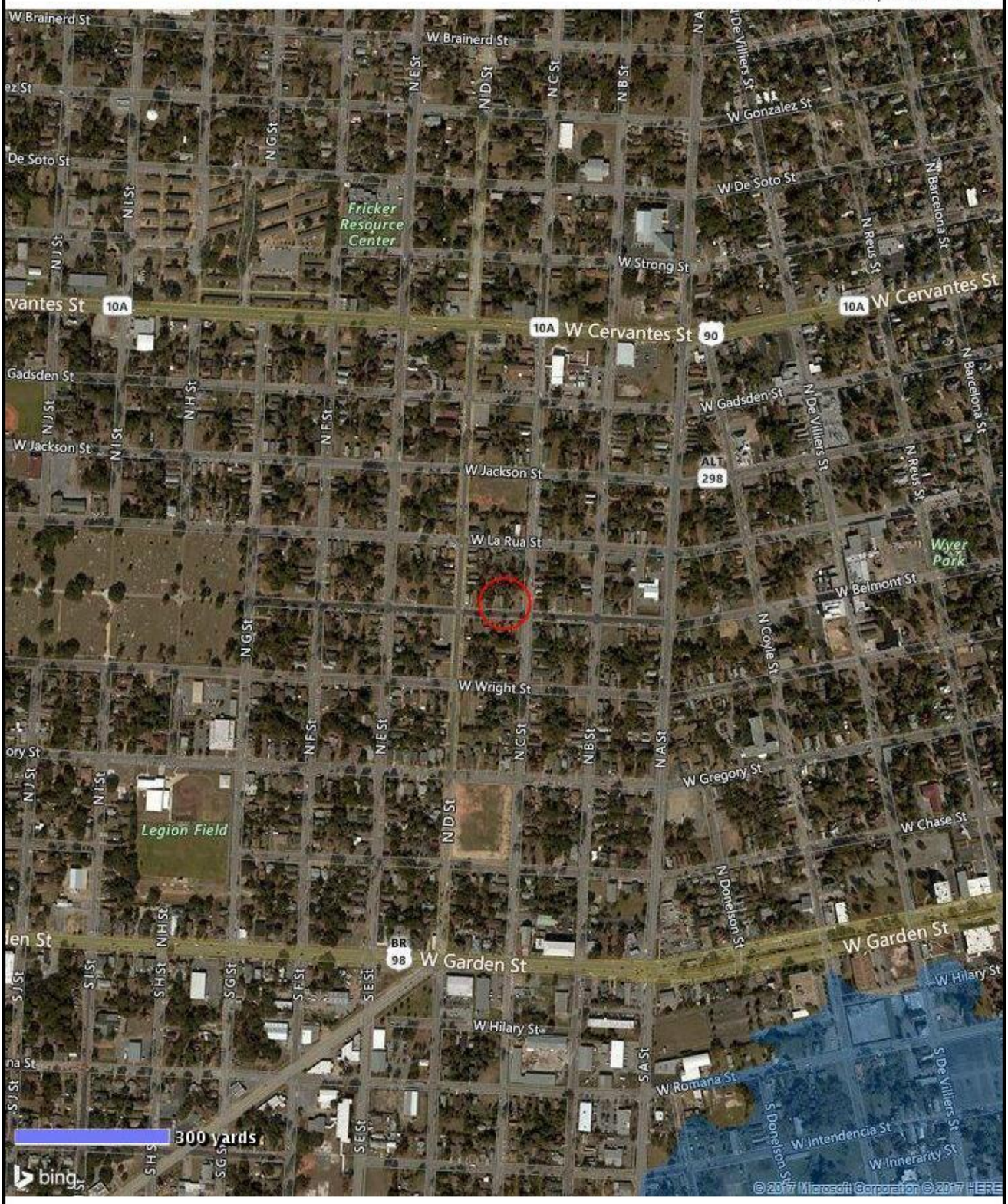
Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						

Flood Map

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						

InterFlood by a la mode

Prepared for: Fruitticher-Lowery Appraisal Group
900 Block West Belmont Street
Pensacola, FL 32502



Powered by CoreLogic©

MAP DATA

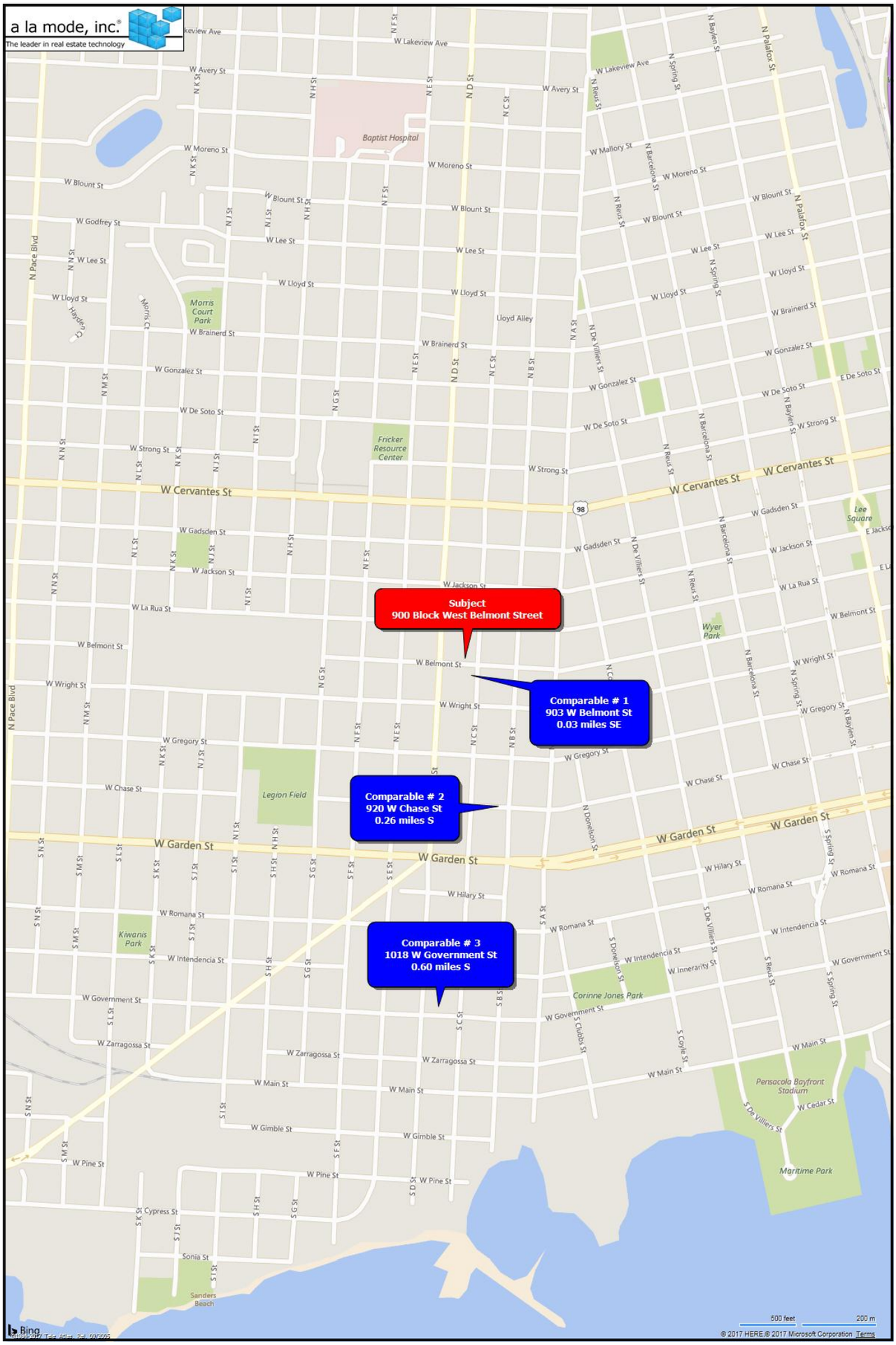
FEMA Special Flood Hazard Area: **No**
Map Number: **12033C0390G**
Zone: **X**
Map Date: **September 29, 2006**
FIPS: **12033**

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

Comparable Sales Map

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						



Assumptions and Limiting Conditions

File # TP17084Z-5/RL

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

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 he or she considers his or her 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.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser 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 the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

Certifications

File # TP17084Z-5/RL

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

10. I have knowledge and experience in appraising this type of property in this market area.

11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Certifications

File # TP17084Z-5/RL

20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other. media).

21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

23. Unless otherwise indicated, 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.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature
Name Tim H. Philpot
Company Name Fruitticher Lowery Appraisal Group
Company Address 3000 Langley Avenue, Suite 402
Pensacola, FL 32504
Telephone Number (850) 477-0419
Email Address TPhilpot@Flag1.Net
Date of Signature and Report September 19, 2017
Effective Date of Appraisal 09/13/2017
State Certification # Cert Res RD#934
or State License #
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2018

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name Rodger K. Lowery, MAI
Company Name Fruitticher Lowery Appraisal Group
Company Address 3000 Langley Avenue, Suite 402
Pensacola, FL 32504
Telephone Number (850) 477-0419
Email Address rlowery@Flag1.Net
Date of Signature September 19, 2017
State Certification # Cert Gen RZ#1922
or State License #
State FL
Expiration Date of Certification or License 11/30/2018

ADDRESS OF PROPERTY APPRAISED
400 Block & 900 Block West Belmont Street (references #000S009060030022
Pensacola, FL 32502
APPRAISED VALUE OF SUBJECT PROPERTY $ 17,000
LENDER/CLIENT
Name
Company Name City of Pensacola
Company Address 222 West Main Street, Pensacola, FL 32502
Email Address RFerguson@city of pensacola.com

SUBJECT PROPERTY

☒ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection

License

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RD934

The CERTIFIED RESIDENTIAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

PHILPOT, TIM H
3000 LANGLEY AVE
SUITE 402
PENSACOLA FL 32504

ISSUED: 11/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611290002304

License

Borrower/Client	City of Pensacola						
Property Address	400 Block & 900 Block West Belmont Street (references #000S009060030022)						
City	Pensacola	County	Escambia	State	FL	Zip Code	32502
Lender	City of Pensacola						

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ1922

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

LOWERY, RODGER K
3000 LANGLEY AVENUE #402
PENSACOLA FL 32504

ISSUED: 11/15/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611150002318

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	000S009060030022
Account:	150263000
Owners:	PENSACOLA CITY OF
Mail:	PO BOX 12910 PENSACOLA, FL 32521
Situs:	400 BLK W BELMONT ST 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$6,450	$0	$6,450	$6,450
2015	$6,450	$0	$6,450	$6,450
2014	$6,450	$0	$6,450	$6,450

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1981	1564	55	$19,400	SM	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
MUNICIPAL OWNED

Legal Description
LT 3 PEBLEYS S/D BLK 22 WEST KING TRACT OR 1564 P 55 CA 105

Extra Features
None

Parcel Information

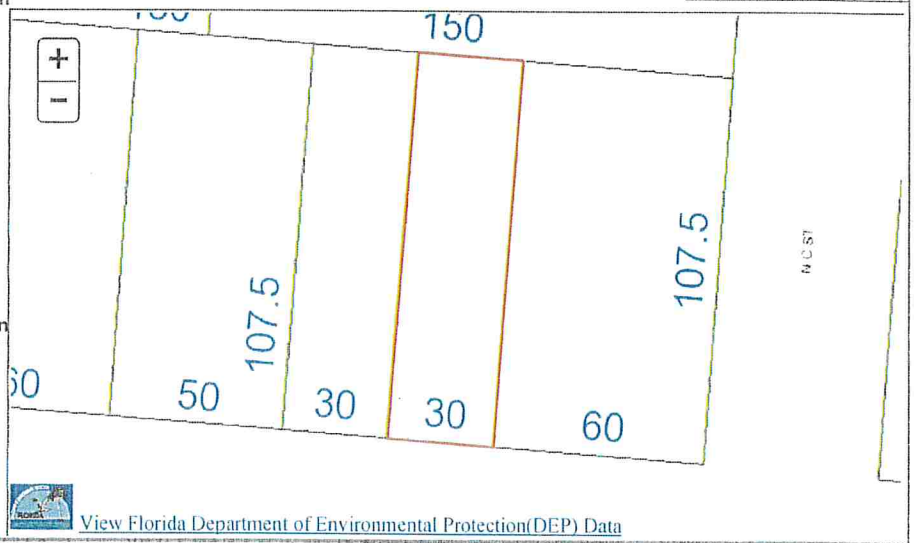
Launch Interactive Map

Section Map Id:
CA105

Approx. Acreage:
0.0740

Zoned:
R-1A

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

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

Last Updated: 12/14/2016 (tc.4387)

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	000S009060030022
Account:	150263000
Owners:	PENSACOLA CITY OF
Mail:	PO BOX 12910 PENSACOLA, FL 32521
Situs:	900 BLK W BELMONT ST 32501
Use Code:	VACANT RESIDENTIAL
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	$6,450	$0	$6,450	$6,450
2016	$6,450	$0	$6,450	$6,450
2015	$6,450	$0	$6,450	$6,450

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1981	1564	55	$19,400	SM	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2017 Certified Roll Exemptions
MUNICIPAL OWNED

Legal Description
LT 3 PEBLEYS S/D BLK 22 WEST KING TRACT
OR 1564 P 55 CA 105

Extra Features
None

Parcel Information

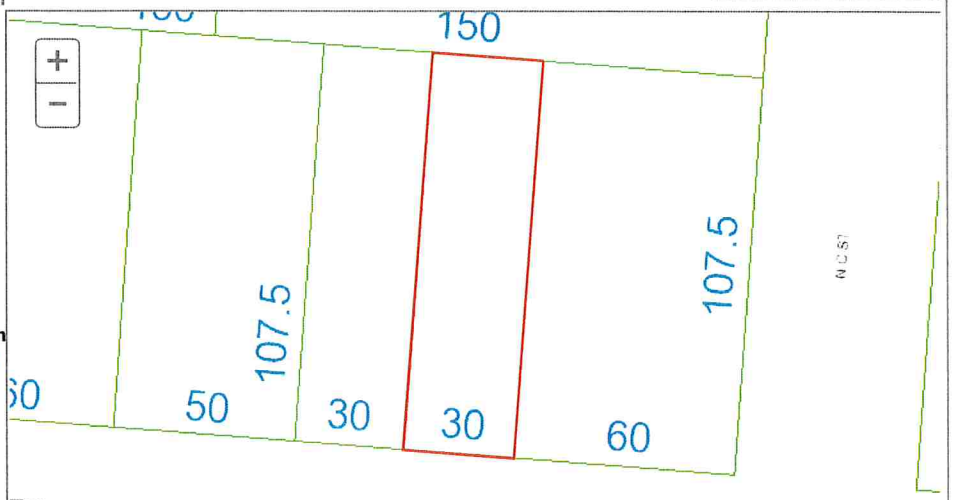
Launch Interactive Map

Section Map Id: CA105

Approx. Acreage: 0.0740

Zoned: R-1A

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

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:09/20/2017 (tc.5611)

dotloop signature verification: www.dotloop.com/my/verification/DL-27457871 8-0-4521

Vacant Land Contract

Florida Realtors®

1. Sale and Purchase: City of Pensacola ("**Seller**") and Philip Krupp ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 900 Block West Belmont Street, Pensacola, FL 32501

Legal Description: LT 3 PEBLEYS S/D BLK 22 WEST KING TRACT OR 1564 P 55 CA 105

SEC ___/TWP /___/RNG ___ of Escambia County, Florida. Real Property ID No.: 000S009060030022 including all improvements existing on the Property and the following additional property: _____

2. Purchase Price: (U.S. currency) ..... $ 16,000

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Tina Wiles at Emerald Coast Title

Escrow Agent's Contact Person: _____

Escrow Agent's Address: 811 North Spring Street Pensacola, FL 32501

Escrow Agent's Phone: 850-434-3223

Escrow Agent's Email: twiles@emeraldcoasttitle.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)

☐ accompanies offer

☑ will be delivered to Escrow Agent within 3 days (3 days if left blank) after Effective Date ..... $ 500

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within _____ days (3 days if left blank) after expiration of Feasibility Study Period ..... $ _____

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... $ _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 15,500

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation: _____

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 10/26/2017, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.**

4. Closing Date: This transaction will close on 11/30/2017 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

© Florida Realtors®

dotloop signature verification: www.dotloop.com/my/verification/DL-2746/5718-9352

5. Financing: (Check as applicable)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____ LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☑ may not assign this contract.

7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(**Check one**) ☐ **Seller's** ☑ **Buyer's** expense and

(**Check one**) ☐ within _____ days after Effective Date ☑ at least 5 days before Closing Date, (**Check one**)

(1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

© Florida Realtors®

dotloop signature verification: www.dotloop.com/my/verification/DL-2746/8718-0 3s2F

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within ___10___days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

8. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ **Feasibility Study: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☑ **No Feasibility Study: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

© Florida Realtors®

dotloop signature verification: www.dotloop.com/my/verification/DL2/16/%21Ed8s2i

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 7)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 7)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☑ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

© Florida Realtors®

dotloop signature verification: www.dotloop.com/my/verification/DL-27567/8715-9-352F

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. **Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

11. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. **Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

13. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

14. **Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

15. **Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

© Florida Realtors®

dotloop signature verification: www.dotloop.com/my/verification/DL 27 5/7 71A-9-352F

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

16. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

17. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

18. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

19. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

20. Brokers: The brokers named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) Southland Commercial (**Seller's** Broker) will be compensated by ☑ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): _____

(b) Voyage Real Estate LLC (**Buyer's** Broker) will be compensated by ☑ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): _____

dotloop signature verification: www.dotloop.com/my/verification/BL-2736784-6-352F

21. Additional Terms:

Buyer will pay recording fees and closing costs for title transfer.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: Philip Krupp dotloop verified 08/30/17 7:48PM EDT 9VZO-S8FM-KIBJ-QNZ2 Date:

Print name: Phil Krupp

Buyer: Date:

Print name:

Buyer's address for purpose of notice:

Address: 10921 Fountain Blvd, Oklahoma City, OK 73170

Phone: 504-201-8281 Fax: Email: jkatlasbuilders@gmail.com

Seller: Date:

Print name: City oF Pensacola

Seller: Date:

Print name:

Seller's address for purpose of notice:

Address:

Phone: Fax: Email:

Effective Date: **(The date on which the last party signed or initialed and delivered the final offer or counter offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only be real estate licensees who are members of the NATIONAL ASSOICATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

N D ST
N C ST
W BELMONT ST
Surplus Request
000S009060030022
150263000
400 BLK W Belmont
0
45
90 Feet
Date: 12/22/2016
N
W
E
S
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
L:\GIS\Map_Archives\EconomicDev\CityOwned\Surplus\WBelmont.mxd
PENSACOLA

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00564 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SALE OF SURPLUS PROPERTY TO ADSYNC PROPERTIES - WEST INTENDENCIA

RECOMMENDATION:

That City Council approve the sale of West Intendencia Street, parcel identification number 000S009080014094, account number 153145000 to the second highest and most responsive bidder, Adam Adkinson, ADSYNC Properties, LLC, in the amount of $19,250. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the property. Finally, that 50 percent of the proceeds, after costs associated with the final transaction, are allocated to the Housing Initiatives Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The unimproved property located at West Intendencia Street was approved by City Council as surplus and City Council authorized the disposition of the property to the highest and most responsive bidder Mr. Charles Liberis, Old City Developers. Mr. Liberis is no longer interested in the parcel, therefore, staff recommends proceeding with the sale of the property to the second highest and most responsive bidder, Mr. Adam Adkinson, ADSYNC Properties. The property is approximately 0.0800 acres and is zoned R-1AA. To facilitate the sale of the property, an RFP was issued and SVNCRE GROUP, LLC, a Florida Limited Liability Corporation, DBA Southland Commercial Real Estate (SVN) was selected to market the parcel and respond to inquiries related to the sale.

In accordance with the Policy for Disposition of City-Owned Real Property, property owners within a 300 foot radius of the parcel received public notice of advertisement for bids for sale of surplus property by mail on May 11, 2017 and an appraisal of the property was conducted. The estimated market value of the subject property as appraised by Fruitticher-Lowery Appraisal Group on July 18, 2017 is $19,500.

PRIOR ACTION:

January 12, 2017 - City Council declared the City-owned unimproved real property located at West Intendencia Street as surplus and authorized the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

August 10, 2017 - City Council authorized the disposition of City-owned unimproved real property located at West Intendencia Street and authorized the Mayor to negotiate the sale of the parcel to the highest and most responsive bidder, Mr. Charles Liberis, Old City Developers, in the amount of $20,000. City Council authorized the Mayor to negotiate and execute all necessary documents related to the sale of the property and authorized 50 percent of the proceeds, after costs associated with the final transaction be allocated to the Housing Initiatives Fund.

FUNDING:

N/A

FINANCIAL IMPACT:

All costs associated with the final transaction will come from sale proceeds with 50 percent of the remaining amount allocated to the Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

7/24/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

1) ADSYNC Properties Offer Letter dated September 25, 2017 - West Intendencia
2) GIS Map - West Intendencia
3) Appraisal - West Intendencia

PRESENTATION: No

COMMERCIALSALES CONTRACT

1. PURCHASE AND SALE: ADSYNC Properties, LLC and/or assigns (**"Buyer"**)

agrees to buy and City of Pensacola (**"Seller"**)

agrees to sell the property described as: Street Address: Vacant lot se cor Intendencia St & "G" St

Legal Description: Lot 14 Blk 94 Maxent Tract DB 309 P 518

and the following Personal Property: NONE

(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. TERMS AND PURCHASE PRICE:

Earnest Money Deposit held in Escrow	$
Due within 3 days of full acceptance	$ 250.00
Mortgage to be Applied For	$ NONE
Deferred Payments to **Seller**	$
Cash on Closing	$ 19,250.00
Full Purchase Price	$ 19,250.00

3. THIRD PARTY FINANCING: Within _____days from Effective Date ("Application Period"), **Buyer** will, at **Buyer**'s expense, apply for third party financing in the amount of _____% of the purchase price. to be amortized over a period of_____years and due in no less than _____years and with a fixed interest rate not to exceed ☐_____% per year or variable interest rate not to exceed ☐ _____% at origination with a lifetime cap not to exceed ___ ___% from initial rate, with additional terms as follows. **Buyer** will pay for the mortgagee title insurance policy and for all loan expenses. **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. If **Buyer**, after diligent effort, fails to obtain a written commitment within _____days from Effective Date ("Financing Period"), **Buyer** may cancel the Contract by giving prompt notice to **Seller** and **Buyer**'s deposit(s) will be returned to **Buyer** in accordance with Paragraph 9.

4. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒statutory warranty deed ☐other_____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject)_____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as Personal.

 Initials: **Seller**_____ **Buyer**: _____

(Form Rev. 03/29/07)

(a) Evidence of Title: Seller will, at (check one) ☒**Seller's** ☐**Buyer's** expense and within _____days ☐from effective Date ☐prior to Closing Date ☐from date **Buyer** meets or waives financing contingency in Paragraph 3, deliver to **Buyer** (check one)
☐**a title insurance commitment** by a Florida licensed title insurer and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
☐**an abstract of title**, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update.

(b) Title Examination: Buyer will, within 30 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

(c) Survey: (check applicable provisions below)

Seller will, within 3 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:_____ _____prepared for **Seller** or in **Seller**'s possession, which show all currently existing structures.

☒**Buyer** ☐ **Seller** will, at ☐**Buyer's** ☐**Seller's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐**Buyer** will accept the Property with existing encroachments ☒such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

(e) Possession: **Seller** will deliver possession and keys for all locks and alarms to **Buyer** at closing.

5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Escambia County, Florida on or before the _____or within 45 days from Effective Date ("Closing Date"), unless otherwise extended herein. ☒**Seller** ☐ **Buyer** will designate the closing agent. **Buyer** and **Seller** will, within 10 days from Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is a corporation, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law. **Seller** will transfer security deposits to **Buyer.** **Buyer** will provide the closing statement, mortgages and notes, security agreements and financing statements.

(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☒as of Closing Date ☐as of _____; real estate taxes, bond and assessment payments assumed by **Buyer**, interest, rents, association dues, insurance premiums acceptable to **Buyer**, operational expenses and _____ _____. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. **Seller** is aware of the following assessments affecting or potentially affecting the Property:_____Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

(d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provision of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and **Buyer** does not have cash sufficient at closing to meet the withholding requirement, **Seller** will provide the necessary funds and **Buyer** will provide proof to **Seller** that such funds were properly remitted to the I.R.S.

6. ESCROW: Buyer and **Seller** authorize _____N / A_____Telephone: _____ Facsimile:_____ Email:_____Address:_ _____ to act as escrow agent to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for mis-delivery to **Buyer** or **Seller** of escrowed items, unless the mis-delivery is due to Escrow Agent' s willful breach of this Contract or gross negligence.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the property (Check a or b):

☒**(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐**(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 4. During the due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions, flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** shall deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer,** its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer,** its agents, contractors and assigns enter the Property and conduct Inspections at their own risk.

Buyer shall indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer.** **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of Inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit shall be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

(d) Disclosures:

i. 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.

ii. Energy Efficiency: **Buyer** may have determined the energy efficiency rating of the building, if any is located on the Real Property.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer**'s intended use of the Property will be permitted ☐only with **Buyer**'s consent ☐ without **Buyer**'s consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **buyer**'s deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:
(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.
(b) In the event the sale is not closed due to any default or failure on the part of **Buyer, Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorney's fees, costs and expenses.

12. BROKERS: Neither **Buyer** nor **Seller** has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Selling Broker:_____who is ☐an agent of ☐**Buyer** ☐**Seller** ☐Transaction Broker ☐Neither Party and who will be compensated by ☐**Seller** ☐**Buyer** ☐Both Parties pursuant to ☐a listing agreement ☐Other: specify:_____

(b) Cooperating Broker: Neal & Company, LLC who is an agent of ☒ **Buyer** ☐ **Seller** ☐ Transaction Broker☐ Neither Party and who will be compensated by ☐**Seller** ☐**Buyer** ☐Both Parties pursuant to ☐a listing agreement ☐Other: specify:_____(Collectively referred to as "Broker")

 Initials: **Seller**_____ **Buyer:**
(Form Rev. 03/29/07)

in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10 (3) any duty accepted by Broker at the request of **Buyer** or **Seller**, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of **Buyer** or **Seller**.

13. ASSIGNABILITY; PERSONS BOUND: This contract ☐ is not assignable ☒ is assignable. The terms **"Buyer", "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer, Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

14. AT SUCH TIME as this transaction is closed, additional sums may be demanded from the **Buyer** and **Seller** in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction and unless otherwise specified in the contract, and checked are those items each party agrees to pay.

	Buyer	Seller		Buyer	Seller		Buyer	Seller
Attorney Fees	X		Survey			Professional Fees		
Owners Title Ins	X		Doc Stamps Mtg			Credit Report		
Mortgagee's Title Ins			Doc Stamps Deed	X		Tax Service Fee		
Recording Fees	X		Appraisal Fee			Hazard Insurance		
						Septic Tank Insp.		

Buyer agrees to pay all closing costs as enumerated above.

15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

DEPOSIT RECEIPT: Deposit of $_____by☐ check ☐ other_____received on _____by _____.

OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a signed copy delivered to **Buyer** or **Buyer**'s agent no later than 05:00pm ☐ a.m. ☒ p.m. on 1 November, 2017 **Buyer** may revoke this offer and receive a refund of all deposits.

Date: 25 Sept.2017 **BUYER**: _____ Tax ID No: 81-3328313

Title: Member Telephone: 850-529-5117 Facsimile: 850-497-6970

Date:_____**BUYER**:_____Tax ID No:_____

Title:_____Telephone:_____Facsimile:_____

ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (☐subject to the attached counter offer).

Date:_____**SELLER**:_____Tax ID No:_____

Title:_____Telephone:_____Facsimile:_____

Date:_____**SELLER**:_____Tax ID No:_____

Title:_____Telephone:_____Facsimile:_____

 Initials: **Seller**_____ **Buyer**: _____

(Form Rev. 03/29/07)

BARRANCAS AVE
S G ST
W INTENDENCIA ST
Surplus Request
000S009080014094
153145000
W Intendenencia St
0
45
90 Feet
Date: 12/22/2016
N
W
E
S
This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
L:\GIS\Map_Archives\EconomicDev\CityOwned\Surplus\WIntendencia.mxd
PENSACOLA

Borrower/Client	Client - City of Pensacola					File No.	TF17082L-E
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	Fl	Zip Code	32502
Lender	City of Pensacola						

TABLE OF CONTENTS

Land 1
Location Map 2
Flood Map 3
Subject Photos 4
Comparable Photos 1-3 5
Comparable Photos 6
Statement of Limiting Conditions 7
USPAP Compliance Addendum 9
GP Residential Certifications Addendum 10

LAND APPRAISAL REPORT

File No. TF17082L-E

SUBJECT

Borrower Client - City of Pensacola | Census Tract 0003.00 | Map Reference 32502

Property Address Intendencia St

City Pensacola | County Escambia | State Fl | Zip Code 32502

Legal Description Lot 14, Block 94, Maxent Tract

Sale Price $ N/A | Date of Sale | Loan Term yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ 0 (yr) | Loan charges to be paid by seller $ 0 | Other sales concessions 0

Lender/Client City of Pensacola | Address 222 West Main Street, Pensacola, Fl 32502

Occupant Vacant Land | Appraiser Tom Fruitticher , MAI | Instructions to Appraiser Appraise Current Market Value Fee Simple Int.

NEIGHBORHOOD

Location	☒ Urban	☐ Suburban	☐ Rural	
Built Up	☒ Over 75%	☐ 25% to 75%	☐ Under 25%	
Growth Rate	☐ Fully Dev.	☒ Rapid	☐ Steady	☐ Slow
Property Values	☒ Increasing	☐ Stable	☐ Declining	
Demand/Supply	☒ Shortage	☐ In Balance	☐ Oversupply	
Marketing Time	☒ Under 3 Mos.	☐ 4-6 Mos.	☐ Over 6 Mos.	

Present Land Use: 75 % One-Unit, 3 % 2-4 Unit, 5 % Apts., 2 % Condo, 10 % Commercial, 1 % Industrial, 4 % Vacant, % ____

Change in Present Land Use: ☐ Not Likely ☐ Likely (*) ☒ Taking Place (*) (*) From Vacant Land To Improved Residential

Predominant Occupancy: ☒ Owner ☐ Tenant 0-3 % Vacant

One-Unit Price Range $ 21,500 to $ 2,625,000 Predominant Value $ 161,950

One-Unit Age Range 1 yrs. to 100+ yrs. Predominant Age 75 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☒	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject neighborhood is considered to be the 32502 zip code area, which is the downtown area of Pensacola. Over the past 12 months, there have been 88 sales in this area of homes and the median home sale price was $161,950 and the average days on the market was 81. In the previous 12 months there were 84 sales that had a median price of $129,500, indicating the area realized about a 25% median value increase in this time period.

SITE

Dimensions 30 x 89.55 x Unknown = 0.08 Acres ☒ Corner Lot

Zoning Classification R-1AA, Residential | Present Improvements ☒ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☐ Present Use ☒ Other (specify) Improved Residential (Lot is Currently Vacant)

	Public	Other (Describe)
Elec.	☒	
Gas	☒	
Water	☒	
San. Sewer	☒	
☐ Underground Elect. & Tel.		

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt

Maintenance ☒ Public ☐ Private

☒ Storm Sewer ☒ Curb/Gutter

☒ Sidewalk ☒ Street Lights

Topo Level

Size Typical

Shape Irregular with good utility

View Interior

Drainage Adequate

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) No adverse conditions were noted.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (–) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Intendencia St Pensacola, Fl 32502	114 N G St Pensacola, FL 32502		900 W Chase St Pensacola, FL 32502		1018 W Government St Pensacola, FL 32502	
Proximity to Subject		0.32 miles N		0.40 miles NE		0.22 miles SE	
Sales Price	$ N/A		$ 17,500		$ 24,000		$ 45,500
Price $/Sq. Ft.	$ N/A		$ 3.09/SF		$ 5.01/SF		$ 6.14/SF
Data Source(s)	County Information	MLS Closed Sale#499484		MLS Closed Sale#492969		MLS Closed Sale#510600	
ITEM	DESCRIPTION	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.	DESCRIPTION	+(–)$ Adjust.
Date of Sale/Time Adj.	N/A	2/15/2017		10/13/2016		1/31/2017	
Location	Downtown Pens.	Downtown Pens.		Downtown Pens.		Downtown Pens.	
Site/View	0.08 Acres	0.13 Acres		0.11 Acres		0.17 Acres	
Property Width	30 Feet	39 Feet		40 Feet		60 Feet	
Topography	Level	Level		Level		Level	
Shape	Irregular/Gd Utility	Rect./Gd Utility		Rect./Gd Utility		Rect./Gd Utility	
Wetlands	None	None		None		None	
Sales or Financing Concessions	0 0	0 0		0 0		0 0	
Net Adj. (Total)		☐ + ☐ –	$	☐ + ☐ –	$	☐ + ☐ –	$
Indicated Value of Subject		Net % Gross %	$ 3.09/SF	Net % Gross %	$ 5.01/SF	Net % Gross %	$ 6.14/SF

Comments on Market Data All of the sales are located within a few blocks of the subject property, offer similar utility and include no wetlands. As they are so similar, no adjustments will be made but they will be considered on a value per square foot basis in a qualitative analysis. Sales 1 and 2 are located 1 block north of Garden St. and just a few blocks from each other, yet sale 1 at $3.09/SF is well below sale 2 at $5.01/SF.*

RECONCILIATION

Comments and Conditions of Appraisal *This value difference is considered to be due to the negotiating skills of the buyer and seller of sale 1. As sale 1 is so far below the other two sales, it will be given less weight. Sales 2 and 3 indicated more similar values and are both very recent sales. Sale 3, like the subject, is also located between Garden Street and Main Street.

Final Reconciliation As sales 2 and 3 offer the most similar value indications, they are given about equal weight to indicate an applicable value for the subject lot of $5.58/SF. With a total land area of 3,484 square feet (0.08 Acres) at $5.58/SF, the subject's overall market value is $19,441, which can be rounded to $19,500.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 7/18/2017 TO BE $ 19,500

Appraiser Tom Fruitticher , MAI	Supervisory Appraiser (if applicable)
Date of Signature and Report July 18, 2017	Date of Signature
Title State-Certified General Real Estate Appraiser	Title
State Certification # RZ#2029 ST Fl	State Certification # ST
Or State License # ST	Or State License # ST
Expiration Date of State Certification or License 11/30/2018	Expiration Date of State Certification or License
Date of Inspection (if applicable) 7/17/2017	☐ Did ☐ Did Not Inspect Property Date of Inspection

Location Map

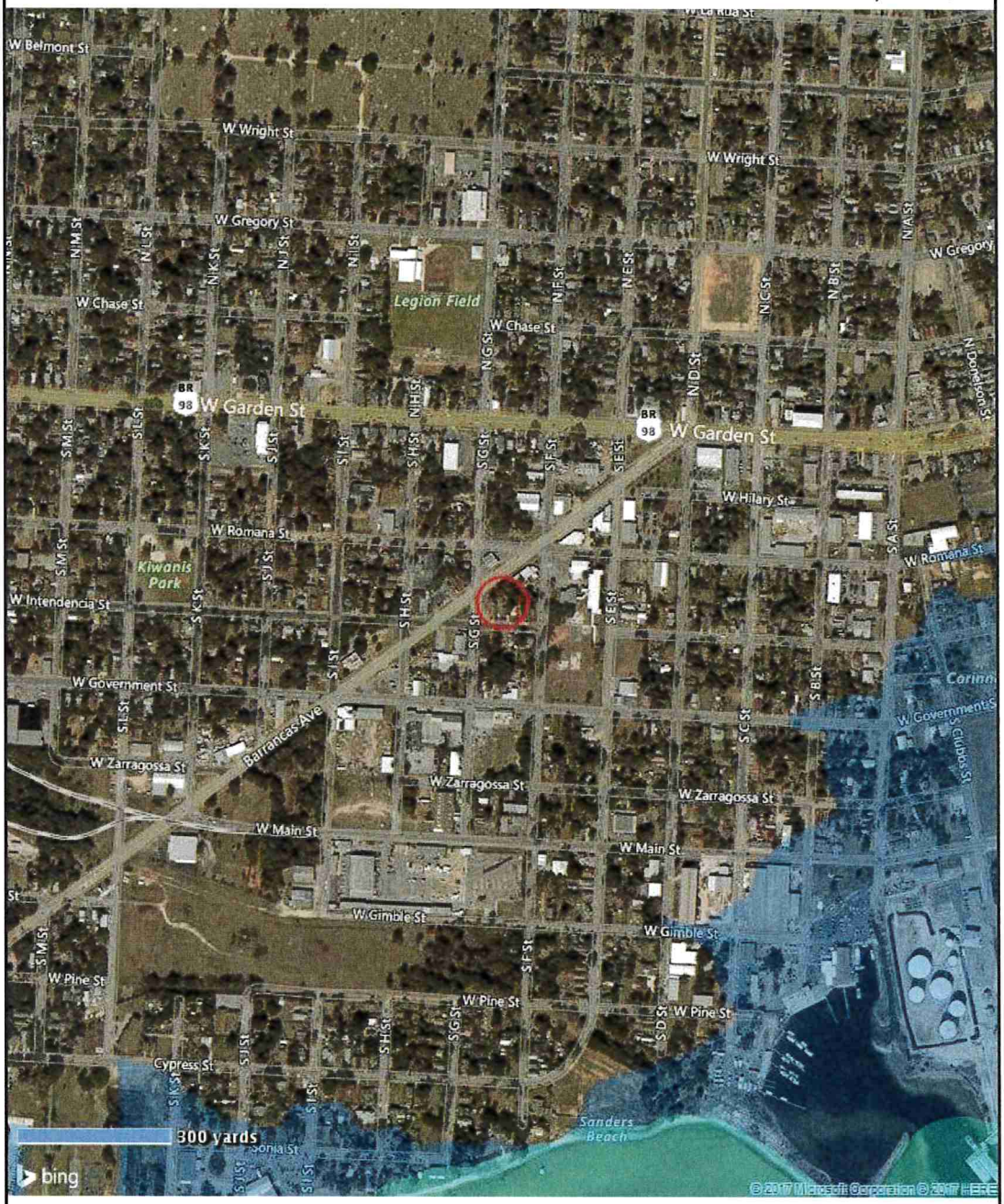
Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	Fl	Zip Code	32502
Lender	City of Pensacola						

Flood Map

Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	Fl	Zip Code	32502
Lender	City of Pensacola						

InterFlood by a la mode

Prepared for: Fruitticher-Lowery Appraisal Group
Intendencia St
Pensacola, Fl 32502



Powered by CoreLogic®

MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: **12033C0390G**
Zone: **X**
Map Date: **September 29, 2006**
FIPS: **12033**

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

Subject Photo Page

Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	Fl	Zip Code	32502
Lender	City of Pensacola						

Subject Front

Intendencia St

Sales Price	N/A
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Downtown Pens.
View	0.08 Acres
Site	
Quality	
Age	

Intendencia Street

Looking West Subject on Right

G Street

Looking North Subject on Right

Comparable Photo Page

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County Escambia	State Fl	Zip Code 32502	
Lender	City of Pensacola				

Comparable 1

114 N G St

Prox. to Subject	0.32 miles N
Sales Price	17,500
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Downtown Pens.
View	0.13 Acres
Site	
Quality	
Age	

Comparable 2

900 W Chase St

Prox. to Subject	0.40 miles NE
Sales Price	24,000
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Downtown Pens.
View	0.11 Acres
Site	
Quality	
Age	

Comparable 3

1018 W Government St

Prox. to Subject	0.22 miles SE
Sales Price	45,500
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Downtown Pens.
View	0.17 Acres
Site	
Quality	
Age	

Comparable Photo Page

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County Escambia	State Fl	Zip Code 32502	
Lender	City of Pensacola				

Comparable 1

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 2

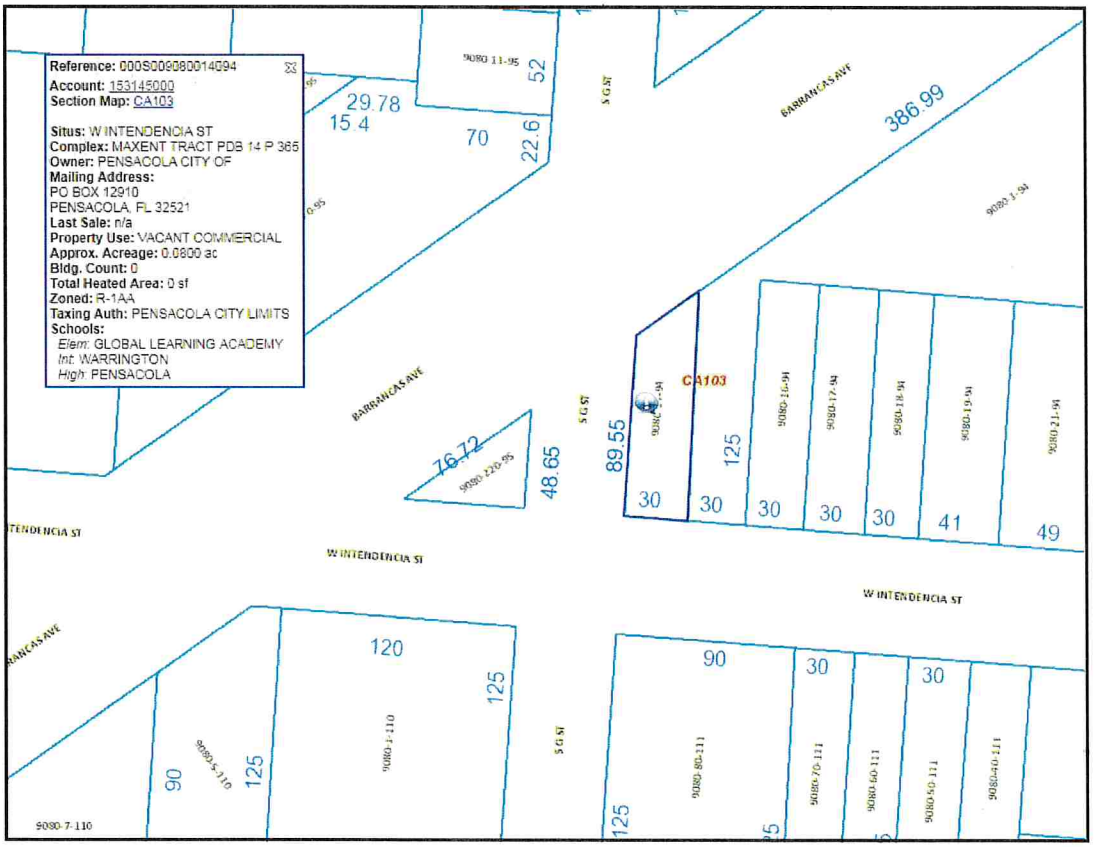
Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Comparable 3

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Subject Tax Plat

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County Escambia	State Fl	Zip Code	32502
Lender	City of Pensacola				



Subject Aerial

Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	Fl	Zip Code	32502
Lender	City of Pensacola						

File No. TF17082L-E

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 he considers his 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.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.

2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser 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. This appraisal report must not be considered an environmental assessment of the subject property.

6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

Form ACR2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

CERTIFICATION: The appraiser certifies and agrees that:

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 this report 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 this report 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 this report or the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. 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.

8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.

10. Unless otherwise indicated, no one provided significant real property appraisal 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).

11. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

12. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

Policy Statement of the Appraisal Institute

1.It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

2.Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

3.It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

ADDRESS OF PROPERTY ANALYZED: Intendencia St, Pensacola, Fl 32502

APPRAISER:	**SUPERVISORY or CO-APPRAISER (if applicable):**
Signature:	Signature:
Name: Tom Fruitticher , MAI	Name:
Title: State-Certified General Real Estate Appraiser	Title:
State Certification #: RZ#2029	State Certification #:
or State License #:	or State License #:
State: Fl Expiration Date of Certification or License: 11/30/2018	State: Expiration Date of Certification or License:
Date Signed: July 18, 2017	Date Signed:
	☐ Did ☐ Did Not Inspect Property

Form ACR2 — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

USPAP Compliance Addendum

Loan #
File # TF17082L-E

Borrower/Client	Client - City of Pensacola				
Property Address	Intendencia St				
City	Pensacola	County Escambia	State Fl	Zip Code 32502	
Lender	City of Pensacola				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report — This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report — This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

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

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) 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 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.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have **NOT** performed 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 **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

☐ I have **NOT** made a personal inspection of the property that is the subject of this report.

☒ I **HAVE** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: Subject History: The subject property has been under its current ownership in excess of the previous three years. It was listed for sale by Lisa Bradley of SVN Southland Commercial for $23,000. She indicated that she received multiple offers that range from $15,000 to $20,000. The list price is considered to be a good starting point but the offers are considered to be very reflective of market value. Comparable Sales History: Sale 1 had no arm's length sales in the previous 3 years but did have several quit claim deeds that were recorded in 2015 and 2014 but these were not arm's length and only minimal doc stamps were paid. Sale 2 had no other sales in the previous 3 years. Sale 3 previously sold on 2/6/2017 for $45,500 per OR 7662/1468.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☒ A reasonable marketing time for the subject property is 123 day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 123 day(s).

APPRAISE

Signature
Name Tom Fruitticher , MAI
Date of Signature July 18, 2017
State Certification # RZ#2029
or State License #
State Fl
Expiration Date of Certification or License 11/30/2018

Effective Date of Appraisal 7/18/2017

SORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License
Supervisory Appraiser Inspection of Subject Property
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

Form ID14EC — "WinTOTAL" appraisal software by a la mode, inc. — 1-800-ALAMODE

Assumptions, Limiting Conditions & Scope of Work

File No.: TF17082L-E

Property Address: Intendencia St	City: Pensacola	State: Fl	Zip Code: 32502
Client: City of Pensacola	Address: 222 West Main Street, Pensacola, Fl 32502		
Appraiser: Tom Fruitticher , MAI	Address: 3000 Langley Ave., Suite 402, Pensacola , FL 32504		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

— The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

— The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

— If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

— The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

— If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

— The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser 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 the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

— The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

— The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

— If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

— An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client 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 by means of any other media, or by its inclusion in a private or public database.

— An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.): The subject property was visually inspected and information from County records was reviewed and relied upon. Upon determination of the land's highest and best use, similar land sales were researched and confirmed with one of the parties to the sale for use in the sales comparison analysis. The sales were adjusted for any differences with the subject and reconciled into a final value opinion. As this is the valuation of land, the income and cost approaches to value are being eliminated from consideration. As no reasonable appraiser would utilize these eliminated approaches and no weight would be placed on them if used, their elimination would have no impact on the final value opinion.

Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.

Certifications

File No.: TF17082L-E

Property Address: Intendencia St | City: Pensacola | State: Fl | Zip Code: 32502
Client: City of Pensacola | Address: 222 West Main Street, Pensacola, Fl 32502
Appraiser: Tom Fruitticher , MAI | Address: 3000 Langley Ave., Suite 402, Pensacola , FL 32504

APPRAISER'S 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 credibility of this report, for the stated use by the stated user(s), of 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.
— Unless otherwise indicated, 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 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.
— My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
— I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
— Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
— Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means 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.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

SIGNATURES

Client Contact: Rebecca Ferguson | Client Name: City of Pensacola
E-Mail: RFerguson@cityofpensacola.com | Address: 222 West Main Street, Pensacola, Fl 32502

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Tom Fruitticher , MAI	Supervisory or Co-Appraiser Name:
Company: Fruitticher Lowery Appraisal Group	Company:
Phone: (850) 982-2470 Fax:	Phone: Fax:
E-Mail: Tom@flag1.net	E-Mail:
Date Report Signed: July 18, 2017	Date Report Signed:
License or Certification #: RZ#2029 State: Fl	License or Certification #: State:
Designation: State-Certified General Real Estate Appraiser	Designation:
Expiration Date of License or Certification: 11/30/2018	Expiration Date of License or Certification:
Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None	Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection: 7/17/2017	Date of Inspection:

Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.

Appraiser License

Borrower/Client	Client - City of Pensacola						
Property Address	Intendencia St						
City	Pensacola	County	Escambia	State	Fl	Zip Code	32502
Lender	City of Pensacola						

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ2029	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

FRUITTICHER, TOM
3000 LANGLEY AVE #402
PENSCOLA FL 32504

ISSUED: 11/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611020001810

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00567 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

RESCHEDULING OF PUBLIC HEARING REGARDING THE SALE OF THE HAWKSHAW PROPERTY

RECOMMENDATION:

That City Council reschedule the public hearing regarding the sale of the Hawkshaw property at 9th Ave and Romana Street, from October 12, 2017 to the November 9, 2017 City Council Meeting.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 11, 2017, the Community Redevelopment Agency (CRA) accepted the development proposal submitted by Robert Montgomery LLC as the top ranking proposal in response to the Request for Proposals issued by NAI Halford on behalf of the CRA for purchase and development of the Hawkshaw property at 9th Ave and E. Romana Street and authorized staff to move forward to negotiate a development agreement.

The purchase price offered by Robert Montgomery is $1,600,000, which is $65,000 below the property's appraised value. Chapter 163 Part III of the Florida Statutes allows CRAs to sell property for less than fair value, taking into account and giving consideration to the long-term community benefits to be achieved by the CRA. The sale must be approved by City Council following a public hearing.

On September 14, 2017, the City Council scheduled a public hearing regarding the sale of the Hawkshaw property for the October 12, 2017 City Council meeting. Negotiation of the terms of the proposed development agreement were not completed in time to meet the deadlines for the October public hearing. It is therefore requested that the public hearing be rescheduled to the November 9th City Council meeting. Public notice will be published in the Pensacola News Journal ten (10) days in advance of the hearing, as required by law.

PRIOR ACTION:

May 9, 2016 - The CRA approved issuing a Request for Proposals (RFP) for one realtor from the City's list of Qualified Real Estate Professionals to market CRA-owned property.

August 9, 2016 - The CRA approved a contract with NAI/Halford for realtor services for disposition of CRA-owned properties.

December 23, 2016 - CRA staff issued a 30 day public notice of intent to dispose of CRA-owned properties and requested proposals with a January 23, 2017 response deadline.

February 6, 2017 - The CRA directed NAI Halford to release an RFP for the Hawkshaw site and appointed an evaluation committee to evaluate responses and provide a recommendation for selection of a preferred developer.

June 5, 2017 - The CRA approved the Hawkshaw Proposal Evaluation Committee recommendation to reject both responses to the Request for Proposals and directed NAI Halford to continue marketing the site.

June 6, 2017 - NAI Halford reissued the RFP for the Hawkshaw site.

August 10, 2017 - The Proposal Evaluation Committee recommended that the CRA approve the proposal from Robert Montgomery and the top ranking proposal for purchase and development of the Hawkshaw site.

September 11, 2017 - The CRA approved the proposal submitted by Robert Montgomery as the top ranking proposal for purchase and development of the property at 9th Avenue and Romana Street (Hawkshaw) and authorized CRA staff to bring back a development agreement to the CRA.

September 14, 2017 - City Council scheduled a public hearing for the October 12, 2017 City Council meeting.

FUNDING:

Budget:	$ -0-	
Actual:	$ 1,600,000	Proceeds from Sale of Property
	$ (64,000)	4% Realtor's Commission

FINANCIAL IMPACT:

As properties are sold, the CRA will benefit from tax revenue generated as a result of returning parcels to the tax roll. The CRA will receive initial revenue for the property it sells and future revenue from increased ad valorem property values. The cost of realtor services will be paid from proceeds of any property sales.

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, CRA Assistant Administrator

ATTACHMENTS:

1) Hawkshaw Proposal - Robert Montgomery

PRESENTATION: No

HAWKSHAW PROPOSAL

AUGUST 7, 2017

Submitted by: Robert Montgomery (850) 232-7912 robert@montgomeryrealtors.com

Saenger

BLEND

220 WEST GARDEN STREET

TABLE OF CONTENTS

A. COVER LETTER

B. PROJECT TEAM | EXPERIENCE | CREDENTIALS

C. PROJECT OUTLINE

D. LANDSCAPING CONCEPT

E. COMPLETION SCHEDULE

F. PROJECT FINANCING & ECONOMICS

August, 7, 2017

NAI Halford
DeeDee Davis, SIOR MICP
24 West Chase Street
Pensacola, FL 32502

Re: Hawkshaw Development Opportunity

Dear Ms. Davis,

I am excited to present you with the following proposal for the Hawkshaw Property - one of the last pieces of the puzzle in the development of downtown Pensacola. I feel that this proposal incorporates a vibrant architectural response and the best blend of commercial and residential use at a density compatible with the surrounding development and current market. I am happy to say that this proposal is *market ready* for construction to begin within one year.

As you will see from this proposal, I have assembled a team of professionals with extensive experience in mixed-use development, and just as critically *in working together*. Caldwell Associates and Morette Company have completed *dozens* of projects together, recently A.K. Suter Elementary School which the Superintendent stated set the bar against which all future school projects would be measured," creating not just a building for learning, but a *gateway urban anchor* into *East Pensacola Heights*.

Each team member also has a deep understanding of the collaborative process that engages the community, builds consensus, and translates the best ideas into conscientious, thoughtful works of architecture that serve the community. I would suggest that the *selecting right team* will go *at least as far delivering a successful project* to the Hawkshaw property as reacting to exciting conceptual drawings, data, or imagery that you are likely to see with this RFP. I am confident that we can bring you both and we sincerely hope you agree.

We are planning for the corner of Romana and 9th to be the home of a Wine World operation, of which I am a partner. Chan Cox and I have 6 retail wine shops and 7 restaurants, all located from Ft. Walton to Panama City. We propose using approximately 8,500 square feet for a combination of retail and restaurant. We are considering a roof top deck, but our operations do not include *live music or any loud noise*. The operation would employ 35 to 40 people.

An additional 6,500 square feet will be designated commercial for office or retail operations. The remainder of the building would consist of 39 residential units. They vary in size from 1,500 square feet to 2,100 square feet and could be combined if a purchaser wanted something larger. The units would sell for $600,000 plus, depending on the size. Parking is provided in a surface lot that is completely screened from the major streets by the building, and a portion of the parking is underneath the building itself.

The first phase of construction would begin within one year and consists of the building on 9th Avenue that houses the commercial operations and condominium units. Phase two would be the additional units on Romana Street. Construction would begin within three years, or as the market allows.

PURCHASE PRICE: The price offered for the site is $1,600,000. A $100,000 non-refundable binder would be paid upon signing a contract for purchase. Closing on the land will take place within 90 days of signing contract.

PURCHASER: The initial Purchaser would be Robert Montgomery, LLC. A new entity would be formed prior to closing on the Land Purchase. Additional financial partners would be added with the approval of the City.

REVENUES TO THE CITY OF PENSACOLA AND COMMUNITY REDEVELOPMENT AGENCY: Based on conversations with the County Tax Assessors office, tax on the completely sold out and completed project of approximately $35,000,000 would be approximately $665,000 annually.

SPECIAL REQUEST: It is requested that the City maximize street parking around the block with priority given to the east side of 9th Avenue.

Sincerely,

Robert Montgomery
Developer

FLORIDA BLANCA STREET
501

TEAM | EXPERIENCE | CREDENTIALS

Robert Montgomery, LLC - Owner/Developer
657 E Romana Street
Pensacola, FL 32502

Caldwell Associates Architects - Architect
Miller Caldwell, Jr - Owner/Principal
116 N Tarragona Street
Pensacola, FL 32502

Morette Company - Contractor
Michael Morette - President/Treasurer
Sharon Morette - Vice President/Secretary
Nikki Bell - Comptroller
2503 N 12th Ave
Pensacola, FL 32503

ROBERT BENTON MONTGOMERY

DEVELOPER

Robert Montgomery participated in the development of Aragon in downtown Pensacola, and many other innovative Gulf Breeze and regional developments. He serves as Chairman Northwest Florida Traffic Corridor Authority formed to address the transportation challenges of an 8-county area along Highway 98.

EDUCATION
Florida State University
B.S. Business

AFFILIATIONS
Current Chairman of the Northwest Florida Transportation Corridor Authority

Past Board Member of the Pensacola Junior College Foundation

Member of the BB&T Bank Board of Directors

Member of the Florida Alabama Strategic Task Force

Current Chairman of the Gateway Review Board, City of Pensacola

Member of South End Tomorrow Committee, Santa Rosa County

Former Member of Gulf Breeze High School Advisory Committee

Former Advisory Board of Directors, Tiger Point Golf and Country Club.

Board of Directors, Peoples' Federal Savings Bank, until its sale

Former Member of the Pensacola Board of Realtors Board of Directors.

EXPERIENCE
Montgomery Realtors: 1971-Present
Owner/Broker

Wineworld Stores: 1995-Present

PROFESSIONAL ACTIVITIES
Part of the development of the Aragon project in Downtown Pensacola.

Developer of several thousand residential and commercial sites in the Gulf Breeze area.

Broker for several major commercial projects in South Santa Rosa county and a variety of commercial buildings on US 98.

Developer of several condominium and rental projects in Santa Rosa County.

Officer and director of various corporations and partnerships involving land development, rental properties, and retail operations.

Part owner/operator of Tiger Point Golf and Country Club until its sale.

Part owner/manager of WAJB FM radio station, until its sale.

MORETTE COMPANY

CONTRACTOR

ABOUT US

Morette Company, a Florida corporation, is a closely held family company that is locally owned and operated. Morette Company has been providing construction management, development, design-build, and general contracting services in the southeast since 1978. Our capabilities include all phases of construction, development, design-build, and management services.

Morette Company has built its foundation on several fundamental corporate values that are reflected in the day-to-day operations of the company and its employees.

We have earned an unparalleled reputation through our continued focus on these central philosophies. A tribute to our professionalism and success is our many satisfied, repeat clients, as well as those who seek our services. We are proud of all of these relationships, as they are the foundation of our success.

EXPERIENCE

Palafox Pier and Yacht Harbor
Pensacola, FL

Community Maritime Park Design and Development, Owners' Representative for City of Pensacola

A.K. Suter Elementary School
Pensacola, FL

Andrews Institute of Orthopedic and Sports Medicine-Medical Office Building & Athletic Performance Enhancement Center, Gulf Breeze, FL

Azalea Trace Terrace II, Willow Brook Court and Kitchen Renovations
Pensacola, FL

Azalea Trace Retirement Life Communities Fire Sprinkler Retrofit and Midrise Renovation, Pensacola, FL

Baptist Hospital West Expansion and Multiple Renovations/Upgrades
Pensacola, FL

Blount Building Interior Renovation
Pensacola, FL

Brent Building Interior Renovations
Pensacola, FL

Children's Medical Service
Pensacola, FL

Escambia County Health Unit
Pensacola, FL

Hillcrest Baptist Church "Generations" Building, Pensacola, FL

M.C. Blanchard Judicial Center Renovation and Expansion, Pensacola, FL

Margaritaville Beach Hotel
Pensacola Beach, FL

Navy Federal Credit Union Building Three Auditorium, Pensacola, FL

Olive Baptist Church Ministry Building
Pensacola, FL

Pensacola Country Club
Pensacola, FL

Pensacola Christian College Dixon Dormitory Renovations, Pensacola, FL

Pensacola Christian College, Palms Grill Renovation & Campus Store
Pensacola, FL

Pensacola State College Charles W. Lamar Studio, Pensacola, FL

Pensacola State College Warrington Campus Exterior Renovations
Pensacola, FL

Pensacola State College Building 3200
Pensacola, FL

Pensacola State College Building 12
Pensacola, FL

University of West Florida, New Residence Hall (Argo Hall)
Pensacola, FL

CALDWELL ASSOCIATES ARCHITECTS

ARCHITECT OF RECORD

ABOUT US

For the past 30 years, Caldwell Associates has dedicated its practice toward becoming one of the most versatile architecture firms on the Gulf Coast. Our firm's design philosophy is *community building through good design*. We embrace the collaborative nature of architecture, and believe that the best work is achieved through the efforts of many toward a common goal.

Caldwell Associates has been fortunate to share our skills as planners, thinkers, designers, and managers on a tremendous variety of projects. Balancing design, speed, and economy, we continue to serve a growing base of community-minded clients who wish to partner in our efforts of improving lives through good design.

We have helped a variety of communities and other entities through the master planning process providing expert guidance, managing stakeholder input, and leading community workshops. Through an interactive dialogue with our community partners, the best ideas are translated into conscientious, thoughtful works of public architecture that serve the communities within which they are created.

Caldwell Associates has engaged the following design team members for this project: Dell Consulting for MEP, Rebol-Battle & Associates for Civil, McCarthy Engineers for Structural.

EXPERIENCE

Hawkshaw Village
Pensacola, FL

Community Maritime Park Design Criteria and Master Plan, Pensacola, FL

Community Maritime Park Development Study, Pensacola, FL

Pensacola Technology Campus Master Plan, Pensacola, FL

South Shore Master Plan
Hurlburt Field, FL

University of West Florida
East Campus Mixed Use Conceptual Development, Pensacola, FL

University of West Florida
University Park Master Plan
Pensacola, FL

University of West Florida
Campus Green Master Plan
Pensacola, FL

Sacred Heart Health Systems
Master Plan
Pensacola, FL

Sacred Heart Health Systems
Master Landscape Plan
Pensacola, FL

Corry Village Master Plan
Corry Field, FL

Townhouses Master Plan and Revitalization, NAS Pensacola, FL

Wholesite Revitalization to Base Housing, NAS New Orleans, LA

Wholesite Revitalization to 199 Units
NAS New Orleans, LA

FRESH S
SEAFOOD

PROJECT OUTLINE

PROJECT DESCRIPTION

Our team proposes to develop a 3-story Mixed-Use Commercial/ Multi-Family Residential building on the Hawkshaw Property. The building will be placed on the southwest corner of the site with frontage directly along 9th Avenue and Romana Street. The building will be elevated on a concrete podium to meet anticipated minimum flood elevations and be utilized for both additional parking underneath as well as help to create the "4 story read" along the street requested in the RFP.

The anchor will be an 8,500 s.f. Wine and Craft Bar, including 2,000 s.f. of retail space, at the corner location with generous covered seating areas facing the waterfront view. A 6,500 s.f. office space will comprise a separate tenant space along the 9th Avenue portion of the 1st floor. 39 condominium units at $600k+ will complete the balance of the building – in 3 stories along Romana Street and 2 stories above the restaurant/ office space along Ninth Avenue, averaging approximately 1,800 s.f. per unit. Off street parking will be provided underneath a portion of the building along Romana Street and in a surface parking lot behind it. Access to the parking lot will be from Colfax Street and 10th Avenue which will enable the streetscape along 9th Avenue and Romana Street to remain pedestrian friendly.

DESIGN APPROACH

The overall design approach was to create a thriving urban corner building - the kind that has populated towns and cities since people started building towns and cities – places where people meet – a destination integral to the neighborhoods they populate. We hope to create this kind of place at Hawkshaw – where the building will be both a backdrop to Admiral Mason Park as well as a complement to the Aragon streetscape across 9th Avenue.

We started with the corner itself, imagining an inviting entry with expansive steps sized not just for moving up and down but as a place to relax, to meet, or to have lunch. The steps connect to a raised public promenade along both sides that offer views to the water and is shaded with an oversized modern canopy. Along both sides we developed facades with modern 'components' attached to traditional massing – an appropriate blend which we felt was a dynamic but appropriate response to this transitional site between Aragon on the west and Gulf Power to the east. The scale of the building was given particular attention by varying the massing to reflect traditional street variations at 25′ to 30′ intervals, providing a covered gallery along 9th Avenue, utilizing traditional fenestration proportions, and creating a tree lined downtown streetscape. On the Romana Street side, we transition to a more modern language with cantilevered balconies and fenestrations overlooking small urban gardens lined with green walls, helping to bring elements of Admiral Mason Park into the project.

COMPLIANCE WITH HAWKSHAW DESIGN GUIDELINES

We have reviewed the Hawkshaw Design Guidelines and will deliver a project that reflects the vision outlined in this document. Although the desired density does not match what the current market will support, we have done our best to ensure that the design that we offer will be a dynamic and appropriate architectural response that becomes an asset to the neighborhood and city.

Some of the strategies we have utilized include:

- Buildings that front 9th Avenue and Romana Street
- Parking is screened from view.
- Use of diverse forms to avoid creating a "single project" feel.
- Contemporary and traditional architectural elements.
- 3.5 story buildings facing 9th Avenue and Admiral Mason Park
- Galleries along 9th Avenue
- Urban landscaping facing Admiral Mason Park
- Pedestrian friendly streetscape along 9th Avenue and Romana Street
- Vehicular access from non-pedestrian streets

PROJECT OUTLINE

PHASING
The project has been designed to be completed in two phases, with Phase I being ready for immediate development. The first phase is the 9th Avenue portion of the building with the restaurant, office, and 12 condominium units. Phase II will include the covered parking and 27 condominiums.

CONSTRUCTION AND EXTERIOR MATERIALS
It is anticipated that the soil conditions will require a pile supported foundation. We anticipate utilizing auger cast concrete piles. "Block and plank" construction will be used for the structure which consists of precast concrete planks for the floor system and concrete masonry units (CMU) for the bearing walls.

Exterior finishes will include cement board siding, stucco, aluminum storefront and windows, steel balconies and columns with steel or aluminum handrails, and aluminum canopies. Architectural concrete block will be provided along the street elevation lining the areas below the occupied finished floor.

LANDSCAPE
The landscape concept for this project is to integrate the landscape design with the architecture and the existing urban context – not to treat it as an afterthought or simply serve functional needs like screening of service elements. The landscape, like the architecture, will be an integral part of creating the 'brand.' We will be creating both traditional streetscapes along the Romana and 9th Avenue sides as well as unique urban gardens that front Admiral Mason Park. We will also provide a comprehensive design that utilizes a mix of both planted in-ground materials with materials set in architectural features such as planters, seating, or other urban elements. Along the eastern edge, we will create a simple passive recreational area that celebrates that natural beauty of the substantial oak trees.

STORMWATER
This parcel's stormwater impact has already been incorporated into the design of the regional pond located at Admiral Mason Park. We will be providing a piped connection to this facility, and we have reviewed our conceptual plans with the City Engineer.

SPACE SUMMARY
- Restaurant: 6,500 nsf
- Retail: 2,000 nsf
- Office: 6,500 nsf
- Multi family Residential – 39 dwelling units

Total CONDITIONED gross square footage – 102,417 gsf
Total gross square footage including all parking under podium, elevated promenade, exterior corridors, and balconies – 142,295 gsf

PARKING REQUIREMENTS
- Residential (1/unit) - 39 units = 39 spaces required (no CRA reduction)
- Office (1/ 300 sf) - 6,500 sf = 22 spaces + (30% CRA reduction allowed) = 16 spaces required
- Wine Bar/ Restaurant (1/ 100 sf) - 6,500 sf = 65 spaces + (100% CRA reduction allowed) = 0 spaces required
- Retail – 2000 sf – 1/300 sf = 7 spaces – 60% CRA reduction = 3 spaces required

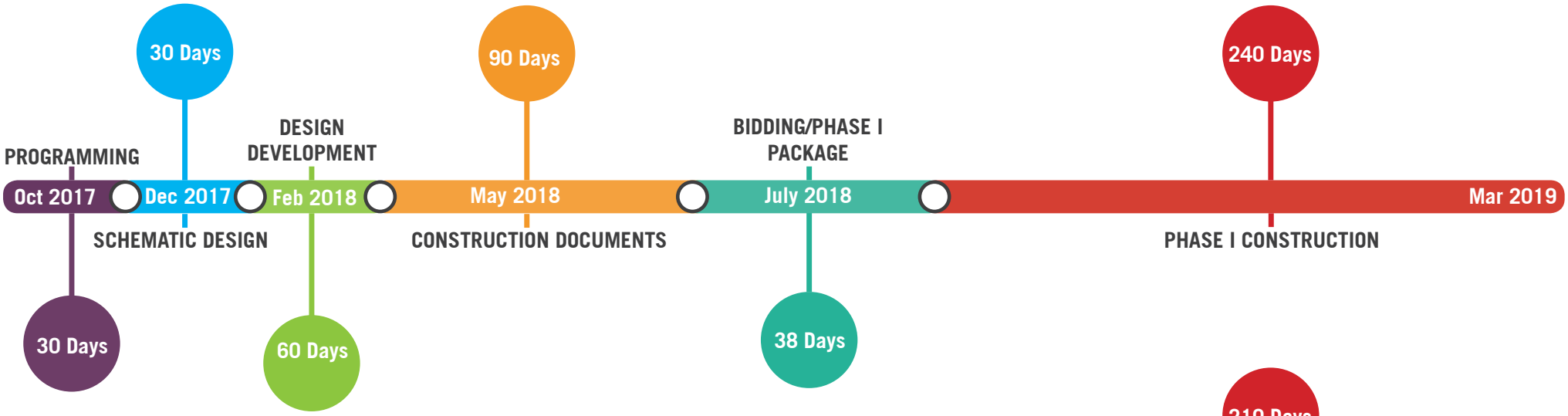
Total required with CRA reduction:	58 spaces
Total provided :	105 spaces

Parallel parking (if feasible) can provide up to an additional 47 spaces

220 WEST GARDEN STREET

LANDSCAPING CONCEPT

SCHEDULE

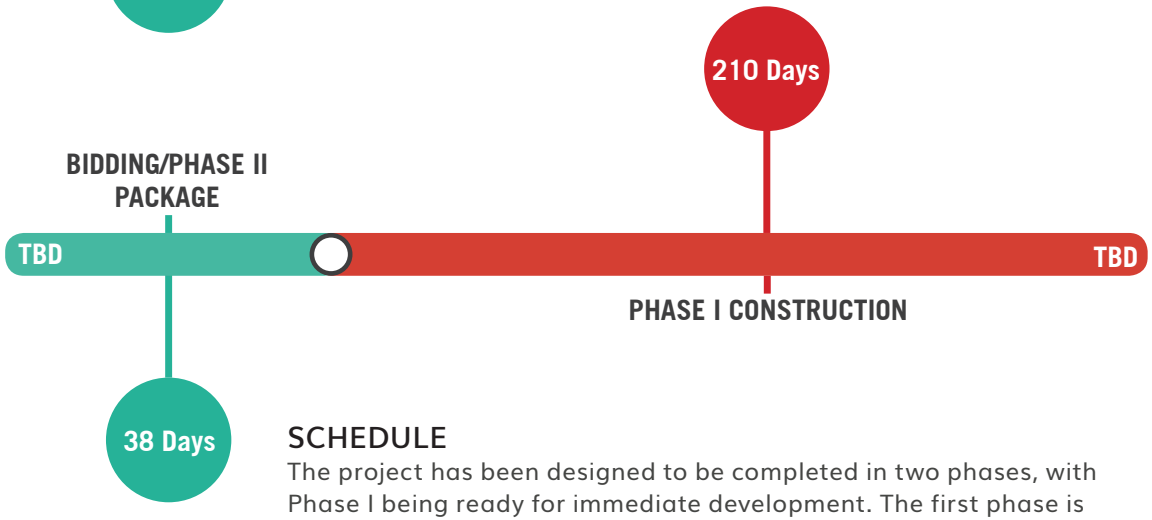


SPECIAL REQUESTS

1. As much as feasible, we would request that parallel parking spaces be provided along all of the existing streets with priority being given to the 9th Avenue and Romana Street locations where convenience parking for customers directly impacts the success of the commercial component of this project.

2. We are aware that Colfax Street is a private street and will request access from the adjacent property owner for ingress and egress. It is our understanding that the owner has publicly stated that the street will be available for public access. This is the ideal location for vehicular access to the project – enabling us to preserve the oak trees on the east side of the property and keep the 9th Avenue and Romana Street sides prioritized for pedestrians.

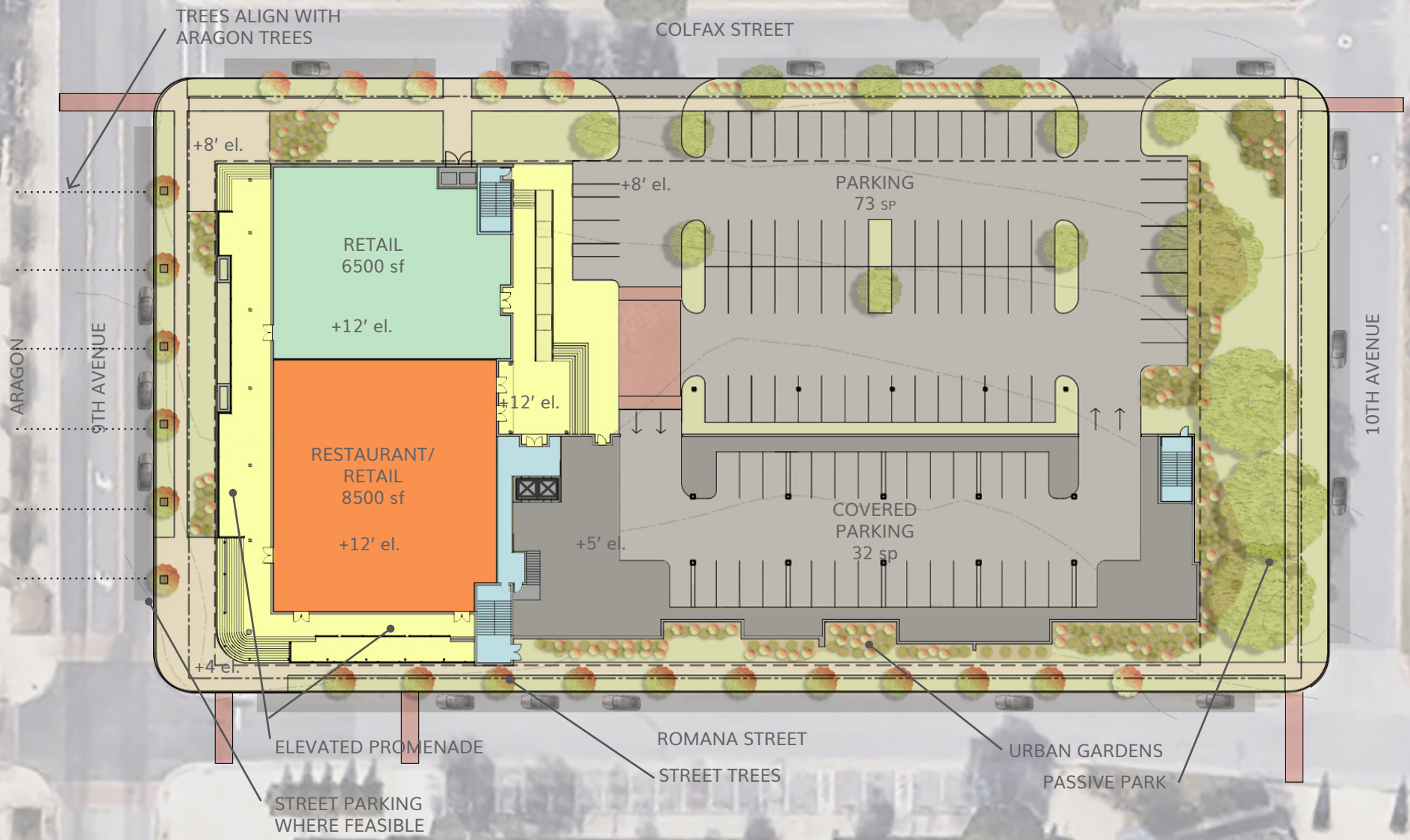
**We do not see any foreseeable variances to applicable regulations that may be requested during the development of the proposed project.



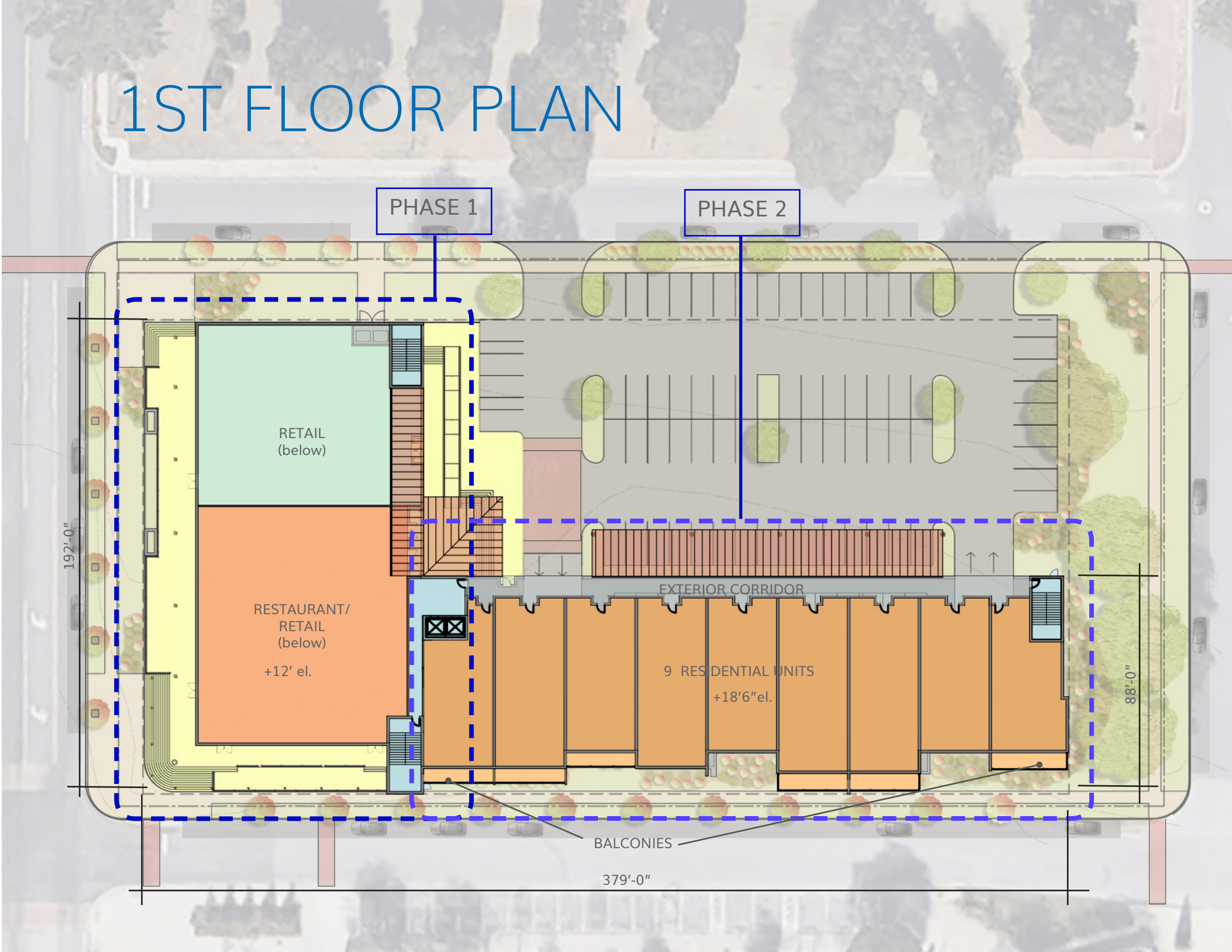
SCHEDULE

The project has been designed to be completed in two phases, with Phase I being ready for immediate development. The first phase is the 9th Avenue portion of the building with the restaurant, office, and 12 condominium units. Phase II will include the covered parking and 27 condominiums.

LANDSCAPE / STREET LEVEL PLAN



1ST FLOOR PLAN



2ND & 3RD FLOOR PLAN

ROMANA STREET ELEVATION

NOTE: NORTH AND EAST ELEVATION MATERIALS WILL BE SIMILAR EX-CEPT METAL ROOFING AND STUCCO FINISHES MAY BE INCLUDED IN THE PALETTE

9TH AVENUE ELEVATION

NOTE: NORTH AND EAST ELEVATION MATERIALS WILL BE SIMILAR EXCEPT METAL ROOFING AND STUCCO FINISHES MAY BE INCLUDED IN THE PALETTE

PROJECT FINANCING

SUMMIT
BANK

CONFIDENTIAL

August 3, 2017

Robert Montgomery
637 E Romana Street
Pensacola, Florida 32502

Re: Proposed Hawkshaw Project

Dear Bob;

We are writing to provide a letter of interest for financing from Summit Bank, N.A. in respect to a transaction with you on the Hawkshaw Project. We appreciate the time and energy you have afforded us in discussing this opportunity, and the information provided thus far.

Your long history in the Pensacola and Gulf Breeze Real Estate community, especially in regards to successful projects and subdivision development, should be commended. We look forward to a continued business relationship with you.

As we continue to spend time evaluating the propsed Hawkshaw Project, we believe that SUMMIT BANK, N.A. will bring unique value and expertise to the financing to the Project.

Transaction Overview and Structure

Based on our preliminary review of the Project information provided and subject to the conditions set forth below, SUMMIT BANK, N.A.is pleased to submit this non-binding letter of interest on the financing of the Project.

We believe that in order for this transaction to be successful our interests must be aligned.

Due Diligence Process

This Transaction is of the high priority for us, and we are prepared to proceed as quickly as possible; it is important that you make that same commitment to us before we expend additional time and resources pursuing this opportunity. SUMMIT BANK, N.A. has developed an understanding of the Project through our initial due diligence, including several conversations with you as well as a preliminary data review. We envision our remaining due diligence would include, but would not be limited to, collecting complete financial information of all the parties involved, appraisals and feasibility study of the Project, as well as customary legal,

{850} 433-5950 *office* 4890 Bayou Boulevard, Pensacola, Florida 32503 www.summit.bank

organizational, and regulatory work. With your full cooperation, we believe we can expeditiously complete our due diligence, and present you with a definitive terms and subsequent commitment agreement within a reasonable timeframe.

We are very excited about the potential opportunity and hope that you are equally interested in proceeding in a constructive and expeditious dialogue. We look forward to working with you to complete this transaction.

Very truly yours,

Norris F McMahon
Senior Vice President

TINY
Anderson Valley
Pauwel Kwak
Coniston's
Tool

KNOB CREEK
KNOB CREEK

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00569 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

VOTE OF CONFIDENCE FOR COUNCIL PRESIDENT

RECOMMENDATION:

That City Council express, by vote, a Vote of Confidence for the Council President in reference to the September 20, 2017 Special City Council Meeting.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 20, 2017 the City Council held a special meeting to discuss the potential Emerald Coast Utilities Authority (ECUA) emergency storage tanks to be erected near 1750 N. Palafox.

On September 22, 2017 Mayor Hayward delivered a letter addressed to Council President Brian Spencer and copied to City Council Members and the City Attorney. Within this letter the Mayor stated, "I am writing you now to express my displeasure with the tone of the discussion and the disparaging remarks that you allowed the public to direct toward the City Attorney. The days are long past where the governing body of a community can chain individuals to a post in the public square and invite anyone to throw stones at them."

The Council President has a duty to protect the first amendment rights of citizens who come before the City Council to address their first amendment right to petition their government for a redress of grievance. In every manner, the Council President conducted the meeting appropriately, balancing the need for order and decorum with the right of citizens to express their views.

Given that the Mayor was not a participant in this discussion or this meeting, that City Council meetings as well as meeting rules of decorum are Legislative in nature, free from Executive interference, as well as other determinative factors, it is appropriate for the City Council to express their confidence in the Council President, while, as a body, rejecting the implications made by the Mayor in his letter.

PRIOR ACTION:

September 20, 2017 - Special meeting of the City Council

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Letter from Mayor Hayward re Special City Council Meeting 9-20-17

PRESENTATION: No

PENSACOLA
THE UPSIDE of FLORIDA

ASHTON J. HAYWARD
MAYOR

September 22, 2017

Dear Council President Spencer,

I reviewed the video from the September 19 Special City Council meeting and spoke with the City Administrator about the manner in which you conducted the meeting. I am writing you now to express my displeasure with the tone of the discussion and the disparaging remarks that you allowed the public to direct toward the City Attorney. The days are long past where the governing body of a community can chain individuals to a post in the public square and invite anyone to throw stones at them.

Enclosed with this letter is a copy of a City Council agenda item from 2014 that was prepared and distributed at the then-Council President's request for research and recommendations regarding the issue of maintaining order and decorum during Council proceedings. In light of the improper decorum that was on display at Wednesday's meeting, now is a good time to review the procedural tools that you have as council president to conduct the business of City government, with full participation by the public, while prohibiting behavior that shows disrespect or that is unsuitable to the requirements of the occasion.

I want to also take this opportunity to reaffirm my support for the City Attorney. Lysia Bowling possesses in abundance all of the qualities that shape extraordinary municipal attorneys: discipline, intellect, wisdom, impeccable temperament, and above all, fundamental decency and humanity. I know that she works tirelessly to represent, not my interests, and not the City Council's interests, but the best interests of our City.

Sincerely,

Ashton J. Hayward
Mayor

Enclosure

cc: City Council Members
City Attorney

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00570 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

HIRING CITY COUNCIL ATTORNEY

RECOMMENDATION:

That City Council direct the Council Executive to contact the top three (3) candidates identified in July of 2016 for the position of City Council Attorney and determine the continued interest of any of the candidates.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In July 2016 the City Council ranked three (3) candidates for the position of City Council Attorney. At that time an agreement could not be reached.

This item directs the Council Executive to contact the three (3) candidates for the position to determine the continued interest by the individuals. Once determined, to bring that information back to City Council with a name for Council consideration.

PRIOR ACTION:

July 2016 - ranking by the City Council of three (3) candidates for the position of City Council Attorney.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00522 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PORT WAREHOUSE #1 LEASE AGREEMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

RECOMMENDATION:

That City Council take action to respond to the request from Offshore Inland Marine & Oilfield Services, Inc. (OIMO) to continue to accept OIMO's monthly payment of $10,000 after September 30, 2017, to be credited toward the principal and accruing interest due under Section 5(a) of the amended Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 11, 2017, City Council approved an amendment to the Lease Agreement for Port Warehouse #1 (Warehouse #1 Lease) with Offshore Inland Marine & Oilfield Services, Inc. (OIMO).

Under the terms of the amended lease, in addition to OIMO making timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under the Warehouse #1 Lease or any other agreement, or owing as a result of its operations at the Port, OIMO was to continue to pay $10,000.00 per month, no later than the fifteenth (15th) day of each month towards the outstanding amount of its past due dockage and vessel fees in the amount of $269,247. Additionally, OIMO was obligated to remit to the City a final balloon payment for the entire unpaid outstanding amount no later than September 30, 2017.

On August 31, 2017, OIMO sent a letter to Port Director Amy Miller notifying her that OIMO is unable to make the final balloon payment required under the terms of the amended lease. According to the amended lease, in the event OIMO notifies the City that it is not able to make the final balloon payment in full on September 30, 2017, City Council may, at its sole discretion, terminate the lease or allow renegotiation as to payment of outstanding amounts.

PRIOR ACTION:

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

April 13, 2017 - City Council postponed a recommendation to authorize the Mayor to terminate the Warehouse #9 Lease and to amend the Warehouse #1 Lease.

May 11, 2017 - City Council approved an amendment to the Lease Agreement for Port Warehouse #1 with Offshore Inland Marine & Oilfield Services, Inc.

FUNDING:

N/A

FINANCIAL IMPACT:

OIMO has made the required $10,000 per month payment to reduce the outstanding amount of past due dockage and vessel fees each month. Currently, the balance of the outstanding amount is $199,220 with OIMO anticipating to pay an additional $15,000 towards the outstanding amount. Therefore, it is estimated that the balloon payment due on September 30, 2017 will be $184,220. OIMO is requesting that City Council agree to continue receiving payments of $10,000 per month towards the outstanding amount. The Warehouse #1 Lease provides that beginning October 1, 2017, interest shall accrue on any remaining outstanding amount at the rate of 12% per annum as otherwise further described and calculated in the Port Tariff. With the accrued interest it is anticipated that the full outstanding amount should be repaid within 20 months.

CITY ATTORNEY REVIEW: Yes

9/5/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker Jr., Chief Financial Officer
Amy Miller, Port Director

ATTACHMENTS:

1) Amendment No. 1 to Warehouse #1 Lease dated June 1, 2017
2) Letter from Offshore Inland dated August 31, 2017

PRESENTATION: No

AMENDMENT NO. 1 TO LEASE AGREEMENT

THIS AMENDMENT NO 1 ("Amendment No. 1"), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola ("Port") dated June 17, 2010 ("Original Agreement"), is made and entered into this 1st day of June, 2017, by and between the City of Pensacola ("City" or "Lessor") and Offshore Inland Marine & Oilfield Services, Inc. ("Lessee").

Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purposes described therein ; and

WHEREAS, Lessee has outstanding amounts owing to the City, and City and Lessee have determined that it is in their mutual best interests for Lessee and City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars ($100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part to this Amendment No. 1.

2. Section 4 of the Original Agreement is hereby amended to add the following fourth (4th) paragraph:

   Lessee expressly agrees that no later than the first (1st) day of the first (1st) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.

4. New Section 5 of the Original Agreement hereby created in its entirety to read:

5. OUTSTANDING AMOUNT PAYMENT PLAN.

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars ($269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties. In addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall continue to pay Ten Thousand Dollars ($10,000.00) per month, no later than the fifteenth (15th) day of each month. Lessee acknowledges and agrees that in the event of failure to make such monthly payment as provided herein, City Council may, in City Council's sole discretion, terminate the lease, effective upon City Council action to terminate the lease. Lessee shall, within no more than thirty (30) days of the City Council action to terminate the lease, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, and property thereon, to become the exclusive property of the City, and ensure that all such land and property shall be in good condition.

Further, Lessee shall remit to the City a final balloon payment for the entire outstanding amount, by no later than September 30, 2017. Lessee shall, on or before September 1, 2017, provide to City written notification of any inability or intention not to the make the final balloon payment in full on September 30, 2017. Upon Lessee's delivery of said notice, if any, the City Council may, in City Council's sole discretion, terminate the lease or allow renegotiation as to payment of outstanding amounts. In the event of termination after notification of non-payment as described herein, Lessee shall, within no more than thirty (30) days of the City Council action to terminate the lease, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, and property thereon, to become the exclusive property of the City. Lessee acknowledges and agrees that in the event of failure to provide the notice as described herein and failure to make such balloon payment as provided herein, City Council may, in City Council's sole discretion, terminate the lease, effective upon City Council action to terminate the lease. In that event of failure to provide notice and failure to make such balloon payment, Lessee shall, within no more than thirty (30) days of the City Council action to terminate the lease, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, and property thereon, to become the exclusive property of the City.

No interest shall accrue on the outstanding balance through September 30, 2017. Beginning October 1, 2017, interest shall accrue on any remaining outstanding balance due under this section 5(a) at the rate of twelve percent (12%) per annum as otherwise further described and calculated in the Port Tariff.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to

pay past-due outstanding amounts in dockage or vessel fees and related charges in the amount of Three Hundred Sixty Three Thousand Dollars ($363,000.00) owing to the City. The parties acknowledge and agree that reimbursement of certain project related expenses incurred by Lessee currently remains in question and, that by mutual agreement, this $363,000.00 has been held in abeyance pending completion of the grant project. Therefore, the parties agree that final disposition of the $363,000.00 outstanding balance, and other credits that may or may not be due Lessee, will be addressed as expeditiously as practicable following completion of the grant project improvements and final closeout of the grant. Such resolution of reimbursement shall be negotiated by the parties and presented to City Council for final approval. No interest shall accrue on the amount held in abeyance under this section 5(b) until the grant project is completed and upon the vote of the City Council to charge interest at a rate not higher than the Port Tariff rate.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. RENT.

(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars ($104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars ($8,700.00) per month, plus sales tax, due and payable in advance on the first (1st) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1st) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1st) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. EXPANSION. In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The City Administrator, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter of agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the City Administrator having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended to add the following provisions immediately after the fifth (5th) paragraph:

(b) Lessor Improvements.

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 ("Grant"), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee's sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor's improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee's sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor's discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. DOCKAGE FEES. With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. VESSEL SECURITY AND HARBOR FEES. With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. UTILITIES. For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure completed under Section 9(b) above. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. MAINTENANCE. Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene and resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

Subject to the performance of Lessee's obligations under Paragraph 22, Paragraph 23, and this Paragraph 21, Lessor agrees to maintain the Leased Premises, supporting improvements and infrastructure not under Lease by Lessee, and surrounding areas, (including access, loading and parking improvements and areas) in a good state of repair and in a safe condition at its own expense. Lessor's obligation to maintain the Leased Warehouse Area shall be limited to major structural components, including but not necessarily limited to those items listed in Paragraph 23. All other maintenance, including maintenance of any and all improvements constructed by the Lessee, shall be the responsibility of the Lessee. In addition, Lessor shall cause the Port of Pensacola harbor and shipping channel to have and maintain the minimum draft depth of 33 feet. Lessor shall maintain all berths, bulkheads, and fender systems.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

23. REPRESENTATIONS CONCERNING CONDITION. Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

(a) roof and structural components thereof
(b) exterior walls and structural components thereof
(c) gutters/drains/downspouts
(d) plumbing, drains and storm drains
(e) basic electrical supply and distribution
(f) foundation and loading docks
(g) doors (personnel and cargo)

13. Intentionally omitted.

14. Intentionally Omitted.

15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. NOTICES. Any notices required by this Lease Agreement 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:

Port Director
Port of Pensacola
700 South Barracks Street
Pensacola, Florida 32502

with a copy to:
City of Pensacola
Attn: City Administrator
222 W. Main Street
Pensacola, Florida 32502

Any notices required by this Lease Agreement 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:

Chief Financial Officer
Offshore Inland Marine & Oilfield Services
640 S. Barracks St.
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:

39. ADMINISTRATION OF AGREEMENT. The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Lessee's Chief Financial Officer.

17. Section 41 of the Original Agreement is hereby amended in its entirety to read:

41. TAXES. During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all

improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.

18. Intentionally Omitted.

19. New Section 48 of the Original Agreement is hereby created to read:

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

20. New Attachment A to the Original Agreement is hereby created to read:

(attached hereto as Attachment A to this Amendment No. 1)

21. The remainder of the Agreement not amended shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

CITY OF PENSACOLA, FLORIDA

FOR

Mayor, Ashton J. Hayward, III

Attest: Ericka L. Burnett

City Clerk, Ericka L. Burnett

SEAL

OFFSHORE INLAND & MARINE OILFIELD SERVICES, INC.

By_____
President

Attest:

By:_____
Corporate Secretary

(SEAL)

Witnesses:

Witnesses:

Legal in form and valid as drawn:

Lynne H. Bowling

City Attorney

Approved As To Substance:

Department Director/Division Head

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.

D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

MEMORANDUM

TO: Ashton J. Hayward, III, Mayor

FROM: Amy S. Miller, Port Director

DATE: June 1, 2017

SUBJECT: Offshore Inland Lease amendment for Whse #1 and Whse #9

SUMMARY:

Request Mayoral approval of the warehouse #1 lease amendment and the warehouse #9 lease termination due to non-performance of the tenant Offshore Inland Marine. These agreements were approved at City Council on 11 May 2017.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Budget: N/A

Actual: N/A

Legislation Details (With Text)

File #:	17-00297 **Version:** 1	**Name:**	
Type:	Legislative Action Item	**Status:**	Passed
File created:	4/28/2017	**In control:**	City Council
On agenda:	5/11/2017	**Final action:**	5/11/2017
Enactment date:		**Enactment #:**	
Title:	PORT WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.		
Sponsors:	Ashton J. Hayward, III		
Indexes:			
Code sections:			
Attachments:	1. Amendment to Warehouse #1 Lease (Revised)		

Date	Ver.	Action By	Action	Result
5/11/2017	1	City Council	Approved	Pass
5/8/2017	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PORT WAREHOUSE #1 LEASE AMENDMENT WITH OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On April 22, 2010, City Council approved the Lease Agreement for Port Warehouse #1 ("Warehouse #1 Lease") with Offshore Inland Marine & Oilfield Services, Inc. ("OIMO") which includes the lease premises of one-half (½) of the Warehouse #1 structure and associated open storage and working areas.

On January 10, 2013, City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

As City Council has been previously advised, repayment of certain grant-funded construction project expenses paid by OIMO is in question. As a result, the Port Director, with the City's Chief Financial Officer's consent,

has allowed OIMO to hold $363,000.00 in invoices owed to the Port in abeyance pending final determination by the Port Director, with the consent of the City's Chief Financial Officer. Further, OIMO accumulated an additional past-due balance above and beyond the $363,000.00 without the approval of the Port Director or the City's Chief Financial Officer. As of March 15, 2017, that remaining past due amount was $269,247.00.

On April 13, 2017, City Council considered a request to amend the Warehouse #1 Lease. The proposed amendment that was brought before City Council at that time provided:

(i) a payment plan to address both the outstanding past-due balance of $269,247.00 at twelve percent (12%) interest, as well as a plan for final reconciliation of invoice amounts of $363,000.00 held in abeyance, with a contingency to apply twelve (12%) interest;

(ii) in the event of any non-payment of monetary obligations by OIMO, the Warehouse #1 Lease was to be immediately terminated and OIMO was to vacate the Port within twenty (20) days and to surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, such property to become the exclusive property of the City;

(iii) contract language to address the previously uncontemplated circumstance of significant infrastructure improvements to be made under the Warehouse #1 Lease as a result of the FDOT Economic Development Transportation Project Fund Agreement project;

(iv) terms and conditions to address the expansion of OIMO into the previously unoccupied half of the Warehouse #1 structure upon completion of the FDOT Economic Development Transportation Project Fund Agreement project infrastructure improvements, or into a portion of the space not currently occupied by OIMO; and

(v) no change or extension to the term of the original Warehouse #1 Lease, expiring May 1, 2022.

In conjunction with the above amendment request, City Council was also asked to terminate the lease agreement for the Warehouse #9 structure and approximately three and one-half (3½) acres of immediately adjacent undeveloped land ("Warehouse #9 Lease") between the parties.

During the April 13, 2017 City Council meeting, City Council acted to postpone both requests, with direction to staff to negotiate with OIMO, and to bring negotiated agreements regarding each warehouse lease back to City Council as separate items at the next City Council meeting.

The attached negotiated draft of the Amendment No. 1 to Lease Agreement for Warehouse #1 has been revised to:

(i) delay the imposition of any interest charge on the outstanding amounts in the payment plan until no earlier than October 1, 2017;

(ii) delete language expressly terminating the Warehouse #1 Lease for non-payment of monetary obligations, specifically those in the payment plan, and introduce language requiring City Council determination of whether to terminate the Warehouse #1 Lease or to renegotiate payment terms;

(iii) delete language requiring the property be returned to the City in good condition; and

(iv) expand the time allowed to OIMO to vacate the premises to thirty (30) days following an action to

terminate the Warehouse #1 Lease for non-payment.

PRIOR ACTION:

April 22, 2010 - City Council approved the Offshore Inland lease for a portion of Warehouse #1 and associated open storage and working areas.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

March 13, 2014 - City Council approved and authorized the Mayor to negotiate and execute a lease agreement for Warehouse #9 and approximately three and one-half (3½) acres of immediately adjacent undeveloped land with OIMO.

April 13, 2017 - City Council postponed a recommendation to authorize the Mayor to terminate the Warehouse #9 Lease and to amend the Warehouse #1 Lease.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the Warehouse #1 lease amendment establishes a formal payment plan of OIMO's current outstanding balance of $269,247.00. Further, the payment plan provides authorization for the resolution of the $363,000.00 outstanding amount as it relates to grant project invoices. Approval of the amendment also establishes conditions for OIMO to occupy the entire warehouse premises at a proportional increased amount above the $8,891.40 rent revenue currently paid.

CITY ATTORNEY REVIEW: Yes

5/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Richard Barker Jr., Chief Financial Officer
Amy Miller, Port Director

ATTACHMENTS:

1) Amendment to Warehouse #1 Lease (Revised)

PRESENTATION: No

OFFSINL-01 SMITHGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Alabama, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Travelers Indemnity Company of America	25666
INSURER C : Great American Insurance Company	16691
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Offshore Inland Marine & Oilfield Services, Inc.
Attn: Crystal Yasurek
640 South Barracks Street, Port of Pensacola
Pensacola, FL 32502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		MASILAT00005916	09/30/2016	09/30/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			8106H466647-16	09/30/2016	09/30/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC400233903	09/30/2016	09/30/2017	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Bumbershoot			MASILAT00006016	09/30/2016	09/30/2017	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

USL&H includes the following: Outer Continental Shelf Endorsement, Blanket Waiver Endorsement - as required by written contract and Blanket Alternate Employer Endorsement - as required by written contract.

The Insured is covered for USL coverage, Outer Continental Shelf and Maritime Employers Liability/Death on the High Seas/Gulf of Mexico Extension. The Marine General Liability includes Limited Pollution (Sudden and Accidental) and Protection and Indemnity Clauses (AIMU form dated June 2, 1983) with a limit of $1,000,000 any one occurrence. City of Pensacola itself, and its elected and appointed officials and employees are additional insured with regards to the Marine General Liability.

CERTIFICATE HOLDER

City of Pensacola
Department of Risk Management
Post Office Box 12910
Pensacola, FL 32521-0063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Bumbershoot **CARRIER: Starr Indemnity & Liability Company** **POLICY TERM: 9/30/2016 - 9/30/2017** **POLICY NUMBER: MASILAT00006016**	**$5,000,000 Per Occurrence** **$5,000,000 Annual Aggregate** **$25,000 Deductible**
POLICY TYPE: USL&H **CARRIER: American Longshore Mutual Association** **POLICY TERM: 9/30/2016 - 9/30/2017** **POLICY NUMBER: ALMA00490-04**	**Per Statute** **USL&H Employers Liability - Per Acc: $1,000,000** **USL&H Employers Liability- Disease – Each Employee $1,000,000** **USL&H Employers Liability – Disease - Policy Limit $1,000,000**
POLICY TYPE: Maritime Employers Liability **CARRIER: Lloyd's** **POLICY TERM: 9/30/2016 – 9/30/2017** **POLICY NUMBER: N09MM-03-1011-08**	**$1,000,000 Per Accident** **$25,000 Deductible**

Detail by Entity Name

Foreign Profit Corporation
OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC.

Filing Information

Document Number	F10000001482
FEI/EIN Number	63-1276886
Date Filed	03/24/2010
State	AL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/07/2012

Principal Address

890 SOUTH PALAFOX ST.
Suite 202
Pensacola, FL 32502

Changed: 09/18/2015

Mailing Address

890 SOUTH PALAFOX ST.
Suite 202
Pensacola, FL 32502

Changed: 09/18/2015

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title CP

ROBERTS, ROBIN D
890 SOUTH PALAFOX ST.
Suite 202
Pensacola, FL 32502

Title D

FLETCHER, F. BARRON III
890 SOUTH PALAFOX ST.
Suite 202
Pensacola, FL 32502

Title D

GRAHAM, ALEX
890 SOUTH PALAFOX ST.
Suite 202
Pensacola, FL 32502

Title VPST

YASUREK, CRYSTAL
890 SOUTH PALAFOX ST.
Suite 202
Pensacola, FL 32502

Annual Reports

Report Year	Filed Date
2014	09/19/2014
2015	09/18/2015
2016	04/27/2016

Document Images

04/27/2016 -- ANNUAL REPORT	View image in PDF format
09/18/2015 -- ANNUAL REPORT	View image in PDF format
09/19/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
11/07/2012 -- REINSTATEMENT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
03/24/2010 -- Foreign Profit	View image in PDF format

Offshore Inland
Marine • Oilfield

August 31, 2017

BY HAND DELIVERY

Amy Miller, Port Director
Port of Pensacola
700 South Barracks Street
Pensacola, Florida 32502

RE: Warehouse #1, Port of Pensacola
Tenant: Offshore Inland Marine & Oilfield Services, Inc. ("OIMO")

Ms. Miller:

This letter is to notify you that OIMO is unable to make the final balloon payment required under Section 5(a) of the amended Lease Agreement. As you know, OIMO has diligently made the monthly payments required under the lease amendment, including the payment due September 15, 2017. Additionally, my client has met all of its new monthly obligations to the Port accruing since the amendment was signed in early May. All new dockage fees, rents and utilities have been paid as required.

OIMO does anticipate making a $15,000 payment toward the balloon payment. Our records indicate that the current amount due under Section 5(a) is $199,220.00, and that after the anticipated payment is made, the remaining balance will be $184,220.00.

OIMO requests the City agree to continue to accept OIMO's monthly payments of $10,000.00 on and after October 2017, to be credited toward the principal and accruing interest.

Sincerely,

Crystal Yasurek
VP Finance & Administration

and

BY HAND DELIVERY
City of Pensacola
Attn: City Administrator
222 W. Main Street
Pensacola, Florida 32502

640 S Barracks Street • Pensacola, FL 32502
850.912.6966 Tel • 866.443.5550 Toll Free • 850.912.8651 Fax • www.offshoreinland.com

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-17 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council approve Ordinance No. 28-17 on first reading.

> AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING CHAPTER 7-10, PERTAINING TO VEHICLES FOR RENT; AMENDING SEC. 7-10-134 TO PROVIDE FOR AN AIRPORT TAXI CAB PICKUP FEE; AMENDING SEC. 7-10-17, PROVIDING DEFINITIONS; REPEALING AND REPLACING SEC. 7-10-177, PROVING FOR PERMITS AND FEES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

During the 2017 legislative session, the Florida Legislature passed, and the Governor approved, HB 221, which created a regulatory framework for transportation network companies (TNCs) in the State and preempted to the State the regulation of TNCs. The new law, Florida Statute 627.748, which became effective July 1, 2017, makes it necessary to change the City Code regulating taxicabs in order to preserve the Airport's ability to charge TNCs a pickup fee.

Under agreements executed on October 12, 2016 and February 23, 2017, Uber and Lyft, operating as TNCs, are required to remit a pickup fee of $2.50 for each instance in which the affiliated driver picks up a passenger on Airport property. Taxicabs operating at the Airport, however, are not currently assessed fees for each individual pickup. Rather, under City Code, taxicabs pay an annual permit amount of $240 for the ability to pick up passengers at the facility. Under the new state law, if airports wish to continue assessing pickup fees to TNCs, the fees must be consistent with any pickup fees charged to taxicabs.

If the proposed changes are adopted, the annual permit for taxicabs to operate at the Pensacola International Airport would be reduced to forty dollars ($40) from two hundred and forty dollars ($240). The revised amount

would cover the cost for staff to inspect the vehicle and provide the necessary permit showing proof of inspection, and provide an automatic vehicle identification tag. Each pickup would then be monitored through the use of the automatic vehicle identification tags and the company would be required to remit payment in the amount of $2.50 for each pickup. The company would also be allowed to pass the $2.50 pickup fee to the passenger.

In accordance with Federal requirements, the ongoing operation and maintenance of the Pensacola International Airport is funded through user fees paid by all entities using the facility. Modifying City Code to assess pickup fees to taxicabs, and allowing the taxicabs to pass the charge to the consumer, is no different than the operation of other entities providing service at the Airport that also remit fees on a transactional basis, and that pass the associated fee to the consumer.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Revenue from the ground transportation operations provided by taxicabs, TNC's, limousines, and shuttles is budgeted at $110,000.00.

CITY ATTORNEY REVIEW: Yes

9/17/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Proposed Ordinance No. 28-17

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING CHAPTER 7-10, PERTAINING TO VEHICLES FOR RENT; AMENDING SEC. 7-10-134 TO PROVIDE FOR AN AIRPORT TAXI CAB PICKUP FEE; AMENDING SEC. 7-10-17, PROVIDING DEFINITIONS; REPEALING AND REPLACING SEC. 7-10-177, PROVING FOR PERMITS AND FEES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. **THAT,** Chapter 7-10, Article II. – Airport Surface Transportation, Division 6. - Taximeters, Rates, Service, Section 7-10-134. – Rates – Generally, of the Code of the City of Pensacola, Florida, is hereby amended to add a subsection (4) as follows:

Sec. 7-10-134. - Rates—Generally.

No owner or operator of a taxicab shall charge a greater or lesser sum for the use of a taxicab than in accordance with the following rates:

(1) *Mileage rates.* Two dollars ($2.00) for the first one-ninth (1/9) mile or fraction thereof; twenty-five cents ($0.25) for each additional one-ninth mile or fraction thereof; charge for additional passengers over the age of thirteen (13) years, fifty cents ($0.50) each;

(2) *Waiting time.* Eighteen dollars ($18.00) per hour;

(3) *Airport trips—Minimum fare.* Pickups from the airport, eleven dollars ($11.00) minimum per trip (limited to taxicab companies with valid permits to serve the airport). Fares over eleven dollars ($11.00) shall be calculated based upon the meter rate commencing at the airport pickup point.

(4) *Airport Trips – Airport Pickup Fee.* Pickups from the airport, two dollars and fifty-cents ($2.50) fee.

SECTION 2. **THAT,** Chapter 7-10, Article IV. – Airport Surface Transportation, Division 1. – Generally, Section 7-10-175. – Definitions, of the Code of the City of Pensacola, Florida, is

hereby amended to replace the word “Regional” with the word “International,” to replace the word “airport director” with the word “Mayor,” to add the definition, “Automatic Vehicle Identification (AVI) Tag,” to read in its entirety as follows:

Sec. 7-10-175. - Definitions.

The following words and phrases when used in this article have the meaning as set out herein:

Airport. All land encompassed by the Pensacola ~~Regional~~ International Airport, including, but not limited to, streets, parking areas, and approaches.

Airport permit. A permit issued by the ~~airport director~~ Mayor authorizing vehicles to conduct business on the airport.

Automatic Vehicle Identification (AVI) Tag. A pre-programmed device issued by the Mayor to detect, identify, control, monitor and track authorized vehicles for hire that are picking up or soliciting or desiring to pick up persons, baggage, packages, or any item or object under an airport permit.

Conducting Business. The picking up or soliciting or desiring to pick up persons, baggage, packages, or any item or object under an airport permit.

Courtesy vehicle. A vehicle which carries persons between the airport and off-airport businesses, such as valet parking lots, hotels, motels, rental car companies and attractions, for which carriage the passenger pays no direct charge.

Cruising. The driving of a taxicab at the airport in search of or soliciting prospective passengers for hire.

Queuing area. An Area designated by the ~~airport director~~ Mayor for taxicab to remain on the airport. Taxicabs will proceed to the passenger loading zone when alerted by signal in the queuing area.

Limousine. A chauffeur-driven vehicle for hire that is not configured with a taximeter which charges unmetered rates predetermined on a contractual basis, franchised by the city as a limousine, and carrying passengers by prearrangement or contract.

Operator. The owner or other person, firm or corporation operating or controlling the operations of one or more vehicles or any person who has rented such vehicle for the purpose of operation by his own agents.

Passenger loading zones. A clearly marked area designated by the ~~airport director~~ Mayor in close proximity to the entrance of the airport terminal. There will be one area designated for the exclusive use of taxicabs so as to accommodate a minimum of four (4) taxicabs for passenger loading. In addition, there will be clearly marked and separate passenger loading zones in close

proximity to the entrance to the airport terminal for an appropriate number of limousines. There will be a clearly marked passenger loading zone within reasonable walking distance from the entrance of the airport terminal for courtesy vehicles. These areas are under the direct control of the "traffic officer." In regulating such zones, the ~~airport director~~ Mayor shall have all authority conferred by section 10-2-4 of the Pensacola Code.

Revocation. The discontinuance of a driver's or firm's privilege to operate at the airport, with reinstatement of operating privileges to be permitted after one year's time upon written approval of the ~~airport director~~ Mayor.

Traffic officers. Employees or licensees of the airport who are obligated to assure the orderly, smooth, and nonpreferential loading and departure of authorized taxicabs from their designated passenger loading zone.

Suspension. The temporary discontinuance of up to thirty (30) days of a driver's or firm's privilege to operate at the airport.

Taxicab. A public passenger vehicle equipped with a taximeter operated under certificate and license required by this article, which carries passengers for hire only at lawful rates of fare recorded and indicated on a taximeter, or rates of fare otherwise authorized by this article or rule.

Shuttle vehicle. A vehicle for hire that is not configured with a taximeter which charges a posted flat rate from the airport to certain specified destinations.

SECTION 3. **THAT,** Chapter 7-10. Vehicles for Rent to the Public, Article IV. – Airport Surface Transportation, Division 2. – Taxicabs, Section 7-10-177. – Permits, of the Code of the City of Pensacola, Florida, is hereby amended to delete said section in its entirety, and to further amend said Section 7-10-177 by replacing it with a new Section 7-10-177 entitled “Permits and Fees” to read as follows:

- ~~**Sec. 7-10-177. - Permits.**~~

~~Each operator desiring to conduct business at the airport shall obtain an airport transportation permit which includes a color-coded decal before engaging in picking up passengers, baggage, parcels, or any other person or thing for which the operator or driver will receive a fare or any type of compensation or accept business at the airport. Permits will not be required to discharge passengers at the airport.~~

~~(1) *Display*. Decals shall be permanently affixed to the lower right-hand corner of the front windshield and shall be clearly visible at all times. Decals shall be issued by the airport director and shall expire September 30 of each year.~~

~~(2) *Permit fees*. An annual fee of two hundred forty dollars ($240.00) is hereby established for each taxicab desiring to conduct business at the airport. Fees shall be paid in~~

~~advance by the operator holding the city taxicab license for those taxicabs doing business under the operator's authority and planning to operate from the airport. Permits expire on September 30 of each year and no taxicab shall be allowed to pick up from the airport without a valid permit.~~

~~(3) *Issuance*. Upon full payment of all license fees, permit fees, airport and inspection certificate, a taxicab decal shall be used for each taxicab listed on the airport transportation permit. No permit shall be issued without the operator having a valid taxicab license from the City of Pensacola. Only those taxicabs displaying valid permit decals will be allowed to pick up passengers, baggage, parcels, or accept business at the airport.~~

~~(4) *Lost or damaged*. In case of loss of a decal or damage beyond recognition, a duplicate decal may be obtained after payment of five dollars ($5.00) by the operator and after submission of a statement setting forth the circumstances of the loss or damage to the decal.~~

~~(5) *Application form*. Each operator desiring to obtain a new airport transportation permit or renew an existing permit shall obtain a permit application form from the airport director. Each vehicle for which an airport permit is desired must have a City of Pensacola taxi permit valid for the same year as the desired airport permit and be inspected in accordance with section 7-10-31. No application form will be processed that does not comply with the above. Full payment of the required airport permit fee must accompany the application form before a valid decal will be issued.~~

~~(6) *Transfer of permits*. An airport permit may be transferred to another vehicle upon compliance with section 7-10-31, section 7-10-48, and payment of twenty-five dollars ($25.00) transfer fee to the airport director.~~

~~(7) *Permit renewal*. Application forms for yearly renewal of airport permits must be submitted to the airport director at least ten (10) working days prior to expiration of the current permit. Renewal applications received after that time shall be charged a late fee of twenty dollars ($20.00).~~

Sec. 7-10-177. – Permits and Fees.

(1) Permits and AVI tags. No operator shall conduct activities permitted under this article without having first obtained (1) an airport transportation permit with an accompanying decal and (2) an AVI tag issued by the Mayor, pursuant to this chapter.

(2) Display. Decals and AVI tags shall be permanently affixed to the lower right-hand corner of the front windshield and shall be clearly visible at all times.

(3) Airport permit fees. An airport transportation permit fee in the amount of forty dollars ($40.00) shall be paid for a taxicab to conduct activities permitted under this Article. Said airport transportation permit fee shall be due annually and payable in advance.

(4) Pickup fee. Each taxicab shall be charged an airport pickup fee in the amount of two dollars and fifty cents ($2.50) per pickup at the airport. Said airport pickup fee shall be remitted to the City on a monthly basis.

(5) Duplicates. Duplicate decals or AVI tags may be obtained upon submission of a statement setting forth the circumstances of the loss or damage to the decal or AVI tag and payment of the required duplicate fees in an amount of five dollars ($5.00) for decals and fifteen dollars ($15.00) for AVI tags.

(7) Application form. Each operator desiring to obtain a new airport transportation permit or renew an existing permit shall submit a completed airport transportation permit application to the Mayor. Applicants for an airport transportation permit must possess a current and valid taxi license.

(8) Transfer of permits and AVI tags. An airport transportation permit and AVI tag may be transferred to another vehicle upon compliance with section 7-10-31, section 7-10-48, and payment of twenty-five dollars ($25.00) transfer fee to the Mayor.

(9) Annual renewal. Airport transportation permits must be renewed annually. Renewal applications shall be submitted to the Mayor at least ten (10) working days prior to expiration of the current permit along with payment of required fees. A late fee in the amount of twenty dollars ($20.00) shall be charged for applications submitted after the required deadline.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00572 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Gerald Wingate

SUBJECT:

COUNCIL EXECUTIVE SALARY INCREASE

RECOMMENDATION:

That City Council approve a salary increase for the Council Executive, in an amount to be determined by the City Council and such increase to become effective as of October 9, 2017.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4.02 (a) (6) of the City Charter states in part, "The City Council shall establish an Office of the City Council and shall have as its staff the following who shall be responsible to the City Council through the President of the Council….Council Executive.

On August 20, 2015, the City Council chose Don Kraher to be its Council Executive, agreeing to terms of an employment agreement on September 9, 2015. Mr. Kraher assumed this position on October 12, 2015.

On November 17, 2016, a yearly evaluation and request for salary increase for the Council Executive was presented to Council, with this item failing to gain approval.

Based on Mr. Kraher's performance over the previous two (2) years, a salary increase is being recommended, with the amount to be determined by Council.

PRIOR ACTION:

August 20, 2015 - Selection of Council Executive-Don Kraher
September 9, 2015 - Agreed to terms in Employment Agreement
October 12, 2015 - Kraher assumed position of Council Executive
November 17, 2016 - Request for salary increase for Council Executive Failed

FUNDING:

Budget: $

Actual: $ TBD

FINANCIAL IMPACT:

TBD

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00554 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CLEAN-UP GRANT AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to accept and execute the U.S. Environmental Protection Agency Grant Agreement number 00D59017 in the amount of $200,000 to clean-up hazardous substances and petroleum contaminants at the Community Maritime Park. Further, that City Council authorize the Mayor to take all actions necessary related to the finalization of the grant. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

A brownfield site is real property, the expansion, redevelopment or reuse of which may be complicated by the presence of a hazardous substance, pollutant or contaminant. In 2002, the Small Business Liability Relief and Brownfields Revitalization Act was passed to help states and communities around the country clean-up and revitalize brownfield sites. Under this law, EPA provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants.

In December 2016, the City applied for a 2017 Brownfields Clean-up Grant awarded via a competitive process. On May 31, 2017, the City was notified its application was selected as one of the entities EPA would begin negotiations with to award a cooperative agreement for a clean-up grant for the Community Maritime Park. On September 14, 2017, EPA mailed a Cooperative Agreement and Notice of Award to the City. The project period is October 01, 2017 through September 30, 2020.

EPA's Clean-up Grant program will provide $200,000 over a three year period in direct funding for the City to support community outreach and activities associated with piling removal or shearing in City-owned submerged land off Community Maritime Park. The clean-up site is a 35-acre submerged area of Pensacola Bay that historically housed commercial piers, an industrial repair dry dock for commercial ships, and a railroad freight terminal. It contains more than 500 creosote-treated poles.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

9/25/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

1) United States Environmental Protection Agency Clean-up Grant Agreement Number 00D59017
2) Supplemental Budget Resolution
3) Supplemental Budget Explanation

PRESENTATION: No

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00D59017 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** BF	**DATE OF AWARD** 09/07/2017
TYPE OF ACTION New	**MAILING DATE** 09/14/2017
PAYMENT METHOD: ACH	**ACH#** 41010

RECIPIENT TYPE: Municipal	**Send Payment Request to:** Las Vegas Finance Center
RECIPIENT:	**PAYEE:**
City of Pensacola P.O. Box 12910 Pensacola, FL 32521 **EIN:** 59-6000406	City of Pensacola P.O. Box 12910 Pensacola, FL 32521

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Rebecca Ferguson P.O. Box 12910 Pensacola, FL 32521 **E-Mail:** rferguson@cityofpensacola.com **Phone:** 850 435 1699	Olga Perry 61 Forsyth Street Atlanta, GA 30303-8960 **E-Mail:** perry.olga@epa.gov **Phone:** 404-562-8534	Margaret Crowe Grants and Audit Management Section **E-Mail:** crowe.margaret@epa.gov **Phone:** 404-562-8687

PROJECT TITLE AND DESCRIPTION

Brownfields Assessment and Cleanup Cooperative Agreements

This action approves an award in the amount of $200,000 for the City of Pensacola, Florida to clean-up hazardous substance and petroleum contaminants at the Community Maritime Park, 300 Block West Main Street in Pensacola. During the life of the project, the recipient will carry out community involvement activities to encourage redevelopment of the sites such that the future reuse will protect human health and the environment.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2017 - 09/30/2020	10/01/2017 - 09/30/2020	$240,000.00	$240,000.00

NOTICE OF AWARD

Based on your Application dated 08/03/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $200,000. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Resource Conservation and Restoration Division 61 Forsyth Street Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer	**DATE** 09/07/2017

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 200,000	$ 200,000
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$ 40,000	$ 40,000
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 240,000	$ 240,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1704VT7019	17	E4	04V2AG7	301D79	4114	G4FBOQ00	-	200,000
									200,000

Budget Summary Page: City of Pensacola

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$0
2. Fringe Benefits	$0
3. Travel	$2,000
4. Equipment	$0
5. Supplies	$1,200
6. Contractual	$236,800
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$240,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 20.00 % Federal 80.00 %.)	$240,000
12. Total Approved Assistance Amount	$200,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$200,000
15. Total EPA Amount Awarded To Date	$200,000

Administrative Conditions

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at:
https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later.
These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: http://www.epa.gov/grants/grant-terms-and-conditions.

The applicable terms and conditions below are in addition to the general terms and conditions noted above:

2. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E
MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of $150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds $150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box

in section 5B when completing the form.

MBE/WBE reports should be sent to:

To: R4epagrantsmbewbereporting@epa.gov

and

Cc: crowe.margaret@epa.gov

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** as follows:

MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9%; EQUIPMENT 9%
WBE: CONSTRUCTION 3%; SUPPLIES 3%; SERVICES 3%; EQUIPMENT 3%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** .

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE

Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. <u>ANNUAL FFR (INTERIM) PURSUANT TO 2 CFR 200.327</u>

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days following the

anniversary of the award date. The form is available on the internet at: http://www2.epa.gov/financial/forms.

The following reporting period end dates shall be used for interim annual reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final FFR to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: http://www2.epa.gov/financial/forms. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov.

Programmatic Conditions

Cleanup Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Cleanup Cooperative Agreements awarded under CERCLA § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields cleanup cooperative agreements. *However, the CAR may not expend ("draw down") funds to carry out this agreement until the EPA Project Officer approves the final workplan.*

   b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

   c. The CAR must consider whether it is required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed cleanup is protective of human health and the environment.

   d. If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with EPA to ensure protectiveness of human health and the environment.

   e. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.

f. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

g. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions. *(EPA Project Officer must attach appropriate Davis-Bacon term and condition to this particular cooperative agreement.)*

II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

A. Site Ownership

1. The CAR may only clean-up sites *it solely owns.* The CAR must retain ownership of the site throughout the period of performance. For the purposes of this agreement, the term "owns" means fee simple title unless EPA Headquarters previously approved a different ownership arrangement.

B. Obligations for CARs Asserting a Limitation on Liability from CERCLA § 107

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERLCA § 104(k)(7)(C). These continuing obligations include:

   (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;

   (2) taking reasonable steps with respect to hazardous substance releases;

   (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and

   (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for BFPPs and CPOs).

   Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as

a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved workplan. The CAR may not substitute a different brownfield site.

2. The CAR may not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup are necessary based on public comment or other reasons, without prior EPA approval.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.

2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339. For purposes of cleanup cooperative agreements, "sufficient progress in implementing a cooperative agreement" means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

   a. Substantial involvement by the EPA generally includes administrative activities by the Project Officer such as monitoring, review of project phases, and approving substantive terms included in professional services contracts.

   b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.

   c. EPA may waive any of the provisions in Term and Condition III.B.1. at its own initiative or upon request by the CAR. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

   a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR remains responsible for ensuring costs are allowable under 2 CFR 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors are consistent with the terms and conditions of this agreement.

3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. **Competency of Organizations Generating Environmental Measurement Data :** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award. award.

5. *The CAR will provide project updates to the State Brownfields or Voluntary Cleanup Program (VCP) contact on a regular basis.*
a. The CAR will make the State aware of all site-specific sampling and/or cleanup activities to be initiated (if applicable).

b. The CAR will provide the State an opportunity to review and comment on all technical reports, including QAPPs, sampling plans, ABCAs, cleanup plans, and other technical reports.

Cybersecurity

6. (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data

under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

   Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield cleanup cooperative agreement, versus any other funding source used to help accomplish project activities.

   In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the

outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress report on a quarterly basis to the EPA Project Officer.
   quarterly progress report must include:
   a. Summary and status of approved activities performed during the reporting quarter; summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule.
   b. An update on project schedule and milestones; including an explanation of any discrepancies from the approved workplan.
   c. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.

3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR's quarterly performance reporting:
   a. Summaries of results of reviews of financial and programmatic reports.
   b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
   c. Environmental results the subrecipient achieved.
   d. Summaries of audit findings and related pass-through entity management decisions.
   e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR on the specific property under this cooperative agreement.

5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as any interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

2. *The CAR must obtain approval from the EPA Project Officer before expending cooperative agreement funds to purchase adequate computer supplies to complete online reporting activities.*

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

G. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a of interest or appearance of lack of impartiality may arise when:

   (i) The affected party,

   (ii) Any member of his immediate family,

   (iii) His or her partner, or

   (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

   Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA § 104(k) (9)(B)(iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e.

20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

   a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved workplan;

   b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);

   c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.C.; and

   d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable in Section IV.C.2.; and carrying out community involvement pertaining to the cleanup activities.

2. ***Local Governments Only.*** *No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfields program development and implementation (including monitoring of health and institutional controls) as described in the EPA approved workplan. The CAR must maintain records on funds that will be used to carry out these tasks as identified in its EPA approved workplan to ensure compliance with this requirement.*

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall <u>not</u> be used by the CAR for any of the following activities:

   a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

   b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;

   c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);

   d. Job training unrelated to performing a specific cleanup at a site covered by the

cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfields site for which the CAR is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and

i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR 200 Subpart E.

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards at* 2 CFR 200 and 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.

b. Ineligible cooperative agreement administration costs include direct costs for:

(1) Preparation of applications for brownfields grants;

(2) Record retention required under 2 CFR 1500.6;

(3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;

(4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;

(5) Maintaining and operating financial management systems required under 2 CFR 200.302;

(6) Preparing payment requests and handling payments under 2 CFR 200.305;

(7) Non-federal audits required under 2 CFR 200 Subpart F; and

(8) Close out under 2 CFR 200.343.

c. *The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.*

3. Cooperative agreement funds may <u>not</u> be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

D. Interest-Bearing Accounts and Program Income

1. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR 200.307 and 2 CFR 1500.7, as applicable.

c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

V. CLEANUP ENVIRONMENTAL REQUIREMENTS

A. Authorized Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives (ABCA) or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of

contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act (NHPA) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. *The CAR must have an **EPA approved Quality Assurance Project Plan (QAPP)** in place before beginning any sampling activities, funded wholly or in part by this agreement. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the EPA Region 4's Brownfields Quality Assurance Project Plans (QAPPs) Instructions, dated 2017 or later.*

C. Community Relations and Public Involvement in Cleanup Activities

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.

2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

   a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."

   b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging

that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: http://www.epa.gov/ogd/tc.htm.

3. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

4. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an ABCA with reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection. The administrative records must be retained for three years after the termination of the closeout agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

E. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.

2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the administrative record.

2. *A site is considered cleaned up when a "clean" or "no further action" letter (or its equivalent) has been issued by the state or tribe under its voluntary response program (or its equivalent; or the environmental professional has determined and documented that cleanup at the site is complete, including institutional or engineering controls are in place and functional. Operation and maintenance activities and monitoring may continue after a "cleaned up" designation has been made.*

VI. OTHER REQUIREMENTS

A. Inclusion of Additional Terms and Conditions in Cleanup Documents

1. The CAR shall meet the cleanup and other program requirements of the cleanup cooperative agreement including:

   a. In accordance with 2 CFR 1500.11, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup cooperative agreement funds. The CAR shall provide access to records relating to cleanups supported with cleanup cooperative agreement funds to authorized representatives of the Federal government.

   b. The CAR has an ongoing obligation to advise EPA if they are assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

VII. PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: "payment" is the EPA's transfer of funds to the CAR; "close out" refers to the process that EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis. The CAR must submit documentation of obligations and expenses incurred under the agreement to the EPA Project Officer for approval prior to obtaining payment from EPA.

2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a progress payment basis provided the recipient can document that it incurred costs that require disbursements equal to the amount of the progress payment.

3. **Alternate 3.** (Approved budget does not include construction costs) The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 2 CFR 200.302, as applicable.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the under the cooperative agreement have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.

a. The CAR must submit the following documentation:

(1) The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.

(2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg C, Rm 503
Las Vegas, NV 89119
https://www.epa.gov/financial/grants

(3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

Davis Bacon Term and Condition For Hazardous Waste Cleanup Cooperative Agreements to Governmental Entities

DAVIS BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under any statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer.

1. Applicability of the Davis Bacon Prevailing Wage Requirements

For the purposes of this term and condition, EPA has determined that all construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings, is subject to DB. If CAR encounters a unique situation at a site that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the

construction activity subject to DB will take place. CARs must obtain wage determinations for specific localities at www.wdol.gov.

(i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for, the excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings CAR shall use the "Heavy Construction" Classification.

(ii) When soliciting competitive contracts or issuing ordering instruments for the construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height) CAR shall use "Building Construction" classification.

(iii) When soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification.

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the CAR carries out Brownfield cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for

monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The CAR, upon written request of the Award Official or an authorized

representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/programs/dbra/wh347.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA

may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or subrecipent and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of $100,000

(a) Contract Work Hours and Safety Standards Act. The ***CAR*** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The ***CAR,*** upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR

must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/america2.htm.Data Competency: In accordance with the Competency Policy, as Project Officer, I have determined that the recipient meets the requirements for demonstration of competence through its supporting documentation applicable to its statement of work for this environmental program.

RESOLUTION
NO. 17-69

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	133,700
To:		
Reads	Federal Grants	333,700
As Reads	Operating Expenses	6,700
To:		
Reads	Operating Expenses	206,700

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - EPA CLEAN-UP GRANT - RES NO. 17-69

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	200,000	Increase estimated revenue for Federal Grants
Total Revenues	200,000	
Appropriations		
Operating Expenses	200,000	Increase appropriation for Operating Expenses
Total Appropriations	200,000	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-69 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-69 - U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) CLEAN-UP GRANT AGREEMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-69.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. In 2002, the Small Business Liability Relief and Brownfields Revitalization Act was passed to help states and communities around the country cleanup and revitalize brownfields sites. Under this law, EPA provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants.

In December 2016, the City applied for a 2017 Brownfields Cleanup Grant awarded via a competitive process. On May 31, 2017, the City was notified its application was selected as one of the entities EPA would begin negotiations with to award a cooperative agreement for a cleanup grant for Community Maritime Park. On September 14, 2017, EPA mailed a Cooperative Agreement and Notice of Award to the City. The project period is October 01, 2017 through September 30, 2020.

EPA's Clean-Up grant program will provide $200,000 over a three year period in direct funding for the City to support community outreach and activities associated with piling removal or shearing in City-owned submerged land off the Community Maritime Park. The cleanup site is a 35-acre submerged area of Pensacola Bay that historically housed commercial piers, an industrial repair dry dock for commercial ships, and a railroad freight terminal. It contains more than 500 creosote-treated poles.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

9/25/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Keith Wilkins, Assistant City Administrator
Rebecca Ferguson, Economic Policy Coordinator

ATTACHMENTS:

1) Supplemental Budget Resolution No. 17-69
2) Supplemental Budget Explanation No. 17-69

PRESENTATION: No

RESOLUTION
NO. 17-69

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	133,700
To:		
Reads	Federal Grants	333,700
As Reads	Operating Expenses	6,700
To:		
Reads	Operating Expenses	206,700

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - EPA CLEAN-UP GRANT - RES NO. 17-69

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	200,000	Increase estimated revenue for Federal Grants
Total Revenues	200,000	
Appropriations		
Operating Expenses	200,000	Increase appropriation for Operating Expenses
Total Appropriations	200,000	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-65 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

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.

RECOMMENDATION:

That City Council adopt Resolution No. 17-65.

> A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AN INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF $25,000,000 TO FINANCE INFRASTRUCTURE CAPITAL IMPROVEMENTS WITHIN THE CITY; PLEDGING THE PLEDGED REVENUES FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2017 BOND AND THE EXECUTION OF THE RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 21, 2014, the Board of County Commissioners of the County enacted Ordinance No. 2014-32 authorizing the County to levy a one percent infrastructure sales surtax for a period commencing January 1, 2018 and concluding December 31, 2028 (referred to as LOST series IV), and provided that the distribution of the proceeds of the surtax to the incorporated municipalities of the County shall be as set forth in Section 218.62, Florida Statutes. Such levy was approved by referendum of the County's electorate on November 4, 2014.

On February 11, 2016, City Council approved Resolution 01-16 establishing its intent to reimburse certain capital expenditures incurred in connection with various capital projects eligible to be financed from the local

government infrastructure surtax with proceeds of a future tax exempt financing.

On September 20, 2017, City Council approved Resolution 17-63 adopting a final budget for fiscal year beginning October 1, 2017. As part of the fiscal year 2018 budget, the LOST Series IV plan was amended and approved. In order to provide funding for the projects over the next thirty-six (36) months, in addition to projected revenues, $25 million is projected to be needed.

Request for Proposals for Non-Bank Qualified Tax-Exempt Bank Loans were sent to thirteen (13) banks. Five (5) proposals were received. The City's Financial Advisor, Mitch Owens with RBC Capital Markets, recommended BBVA Compass Bank as the best response with a fixed rate of 2.15% and $5,000 in bank fees.

The loan will be an eleven (11) year financing at a fixed interest rate of 2.15%. Interest will be paid semi-annually on October 1 and April 1 of each year commencing on April 1, 2018 and principal payments will be paid annually on October 1 commencing on October 1, 2018 and maturing on October 1, 2028. The pledged revenues will be the local government infrastructure surtax.

The financing team consists of Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC and Randy Clement, Esq., with Bryant Miller Olive, the City's Bond Counsel.

PRIOR ACTION:

February 11, 2016 - City Council approved Resolution 01-16 establishing its intent to reimburse certain capital expenditures incurred in connection with various capital projects eligible to be financed from the local government infrastructure surtax with proceeds of a future tax exempt financing.

September 20, 2017 - City Council approved Resolution 17-63 adopting a final budget for the fiscal year beginning October 1, 2017. As part of the fiscal year 2018 budget, the LOST Series IV Plan was amended and approved.

FUNDING:

N/A

FINANCIAL IMPACT:

Bond proceeds are estimated to be $25,000,000. Estimated closing cost of $85,000 will be paid from bond proceeds resulting in total estimated project funds of $24,915,000. The eleven (11) year bond will have semi-annual interest payments on October 1 and April 1 each year commencing on April 1, 2018. Principal payments will be due October 1 each year with the first payment due on October 1, 2018 and final maturity of October 1, 2028. Loan term assumes a fixed interest rate of 2.15% with total interest expense of $3,324,382, a budgetary savings of $360,864. The pledged revenues include the local government infrastructure surtax. Debt service will be appropriated in the Local Option Sales Tax Fund and paid from infrastructure sales surtax revenues.

CITY ATTORNEY REVIEW: Yes

9/28/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Resolution No. 17-65

PRESENTATION: No

RESOLUTION NO. 17-65

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED OCTOBER 12, 2017

RELATING TO:

$25,000,000
CITY OF PENSACOLA, FLORIDA
INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017

TABLE OF CONTENTS

Page

Section 1. Authority for this Resolution. 1

Section 2. Definitions. 1

Section 3. Findings. 3

Section 4. Authorization of Series 2017 Bond and Project. 4

Section 5. Award of Series 2017 Bond. 4

Section 6. Approval of Form of Loan Agreement and Series 2017 Bond. 5

Section 7. Authorization of Other Action. 5

Section 8. Application of Proceeds of Loan. 5

Section 9. Repeal of Inconsistent Provisions. 5

Section 10. Severability. 6

Section 11. Amendment. 6

Section 12. Effective Date. 7

EXHIBIT A – FORM OF LOAN AGREEMENT

EXHIBIT B – FORM OF LENDER'S CERTIFICATE

EXHIBIT C – FORM OF DISCLOSURE LETTER

EXHIBIT D – COMMITMENT

RESOLUTION NO. 17-65

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF PENSACOLA, FLORIDA OF AN INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017, IN THE PRINCIPAL AMOUNT OF $25,000,000 TO FINANCE INFRASTRUCTURE CAPITAL IMPROVEMENTS WITHIN THE CITY; PLEDGING THE PLEDGED REVENUES FOR THE PAYMENT OF SAID SERIES 2017 BOND; PROVIDING FOR THE PAYMENT OF THE SERIES 2017 BOND AND THE EXECUTION OF THE RELATED FINANCING DOCUMENTS IN CONNECTION THEREWITH; AUTHORIZING THE AWARD OF THE SALE OF THE SERIES 2017 BOND; AUTHORIZING FURTHER OFFICIAL ACTION IN CONNECTION WITH THE DELIVERY OF THE SERIES 2017 BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II Florida Statutes, as amended, Section 212.055, Florida Statutes, Chapter 218, Part VI, Florida Statutes, the municipal charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. The following terms shall have the following meanings when used in this resolution unless the context clearly requires otherwise. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement (herein defined).

"Bond Counsel" means Bryant Miller Olive P.A. or any subsequent nationally recognized bond counsel acceptable to the Issuer.

"Charter" means the municipal charter of the Issuer.

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

"City" means the City of Pensacola, Florida, a municipal corporation of the State.

"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.

"City Council" means the City Council of the Issuer, as the governing body of the Issuer.

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

"Commitment" means the Commitment for purchase of the Series 2017 Bond and the provision of the Loan, submitted to the Issuer by the Lender and accepted by the Issuer with such changes as agreed to by the City and the Lender.

"County" means Escambia County, Florida.

"Financial Advisor" means RBC Capital Markets, LLC.

"Infrastructure Sales Surtax" shall mean the proceeds received by the Issuer, as its share determined in accordance with the Act, from the levy and collection by the County of the one-cent discretionary infrastructure sales surtax pursuant to Chapter 212, Part I, Florida Statutes.

"Lender" means Compass Mortgage Corporation, an Alabama corporation, and its successors and/or assigns.

"Loan" means the advance of moneys from the Lender to the Issuer pursuant to the Loan Agreement.

"Loan Agreement" means the agreement between the Lender and the Issuer setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A with such changes, modifications, insertions or deletions as are authorized herein.

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

"Pledged Revenues" means (i) the Infrastructure Sales Surtax, (ii) moneys on deposit in the funds and accounts created under the Loan Agreement (other than amounts constituting any rebate liability as described in the Tax Certificate therein defined), and (iii) certain investment earnings.

"Project" means the acquisition, construction, renovation and equipping of additions, extensions, and improvements to the facilities and general infrastructure of the Issuer constituting "infrastructure" as defined in the Act, including, without limitation, all property rights, appurtenances, easements, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, renovation and equipping thereof, in accordance with plans on file or to be on file with the Chief Financial Officer.

"Resolution" means, collectively, this resolution and all resolutions amendatory hereof and supplemental hereto.

"Series 2017 Bond" means the City of Pensacola, Florida, Infrastructure Sales Surtax Revenue Bond, Series 2017, authorized herein, in substantially the form attached to the Loan Agreement as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

"State" means the State of Florida.

Section 3. Findings. It is hereby found, declared, and determined by the City Council:

(A) On August 21, 2014, the Board of County Commissioners of the County enacted Ordinance No. 2014-32 authorizing the County to levy a one percent infrastructure sales surtax for a period commencing January 1, 2018 and concluding December 31, 2028, and provided that the distribution of the proceeds of the surtax to the incorporated municipalities of the County shall be as set forth in Section 218.62, Florida Statutes. Such levy was approved by referendum of the County's electorate on November 4, 2014.

(B) The Issuer has determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer undertake the Project. Issuance of the Series 2017 Bond to construct the Project satisfies a paramount public purpose.

(C) The Issuer is without currently available funds to pay the cost of the Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Project.

(D) On February 11, 2016, the City Council of the City adopted Resolution No. 01-16 expressing its intent for purposes of Section 1.150-2 of the Income Tax Regulations promulgated pursuant to the Internal Revenue Code of 1986, as amended, to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures with respect to the Project.

(E) The Pledged Revenues are not currently pledged to any obligation of the Issuer.

(F) The Series 2017 Bond will be payable from the Pledged Revenues and as may be further described in the Loan Agreement. The Pledged Revenues are anticipated to be sufficient to pay the principal of and accrued interest on the Series 2017 Bond as the same becomes due.

(G) The obligation of the Issuer to repay the Series 2017 Bond in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the Issuer, solely secured by and payable from the

Pledged Revenues and as may be further described in the Loan Agreement. The obligation of the Issuer to repay the Series 2017 Bond in accordance with its terms and to make any other payments, if any, required under the Series 2017 Bond or the Loan Agreement shall not be or constitute a general obligation or indebtedness of the Issuer and neither the Series 2017 Bond nor the Loan Agreement shall be or constitute a general obligation or indebtedness of the Issuer. Neither the Lender nor any successor owner of the Series 2017 Bond shall be entitled to compel the exercise of the ad valorem taxing power of the Issuer or the payment of the principal of or interest on the Series 2017 Bond or the making of any payments required under the Series 2017 Bond or the Loan Agreement from any moneys of the Issuer other than the Pledged Revenues and any other moneys of the Issuer as may be more fully described in the Loan Agreement.

(H) It is necessary and desirable to provide for the securing of the Loan and for the execution and delivery of the Loan Agreement, the issuance of the Series 2017 Bond and the taking of all other action in connection with the consummation of the Loan.

(I) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer with proceeds of the Series 2017 Bond in connection with the delivery of the Series 2017 Bond and the Loan Agreement.

(J) The Financial Advisor has solicited proposals for the purchase of the Series 2017 Bond pursuant to a negotiated private placement.

Section 4. Authorization of Series 2017 Bond and Project.

(A) Subject and pursuant to the provisions hereof, the issuance by the Issuer of its Series 2017 Bond, in an aggregate principal amount of Twenty-five Million Dollars ($25,000,000), to be dated, to bear interest, to be payable, to mature, to be subject to prepayment, to have such other characteristics as provided herein and in the Series 2017 Bond, the Commitment and the Loan Agreement, and to be secured as provided in the Loan Agreement is hereby authorized.

(B) The financing of the Project is hereby authorized (including reimbursing the Issuer for costs of the Project previously incurred in anticipation of the issuance of the Series 2017 Bond, if any). The City Council and the proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Project, which are not inconsistent with the terms and provisions of this Resolution or the Loan Agreement.

Section 5. Award of Series 2017 Bond.

Because of the characteristics of the Series 2017 Bond and prevailing and expected market conditions, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Series 2017 Bond at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2017 Bond, the Issuer shall receive from the Lender a Lender's Certificate, in substantially the form attached hereto as Exhibit B and a

Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

The Issuer hereby accepts the Commitment of the Lender; provided, however, in the event of any inconsistencies as between such Commitment and the Loan Agreement, the Series 2017 Bond and this Resolution, the provisions of the Loan Agreement, the Series 2017 Bond and this Resolution shall control.

Section 6. Approval of Form of Loan Agreement and Series 2017 Bond. Subject to the conditions described in this Section, the Loan Agreement, in substantially the form attached hereto as Exhibit A, and the Series 2017 Bond, in substantially the form attached to the Loan Agreement as Exhibit A, are hereby approved, subject to such changes, modifications, insertions and deletions as may be made therein and approved by the Mayor upon the advice of the City Attorney, the Chief Financial Officer, Bond Counsel and/or the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof by the Issuer. Pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes the Mayor to execute the Loan Agreement and Series 2017 Bond, such execution to be attested under seal by the City Clerk, approved as to substance by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney and further authorizes the Mayor to deliver the Loan Agreement and the Series 2017 Bond to the Lender, and to take such other actions as shall be necessary to consummate the Loan.

Upon execution and delivery of the Loan Agreement pursuant to the terms of this Resolution, all of the provisions of said Loan Agreement shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 7. Authorization of Other Action. 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 agents of the Issuer in connection with the execution and delivery of the Loan Agreement and the Series 2017 Bond and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Loan Agreement and the Series 2017 Bond to the Lender, including, but not limited to, the making of modifications to the Loan Agreement and the Series 2017 Bond herein authorized.

Section 8. Application of Proceeds of Loan. The proceeds of the Loan shall be used as more fully described in the Loan Agreement and includes the payment of related associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

Section 9. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 10. Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should 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 separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of the Resolution or of the Series 2017 Bond or Loan Agreement delivered hereunder.

Section 11. Amendment. This Resolution may not be amended or repealed following the issuance of the Series 2017 Bond except with the prior written consent of the Lender.

[The remainder of this page intentionally left blank]

Section 12. Effective Date. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the Charter of the Issuer.

Adopted: October 12, 2017

[SEAL]

Approved: _____
Brian Spencer, Council President

ATTEST:

_____
Ericka L. Burnett, City Clerk

EXHIBIT A

FORM OF LOAN AGREEMENT

[Follows]

LOAN AGREEMENT

by and between

CITY OF PENSACOLA, FLORIDA

and

COMPASS MORTGAGE CORPORATION

Dated October 18, 2017

relating to

$25,000,000
CITY OF PENSACOLA, FLORIDA
INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017

TABLE OF CONTENTS

Page

SECTION 1. DEFINITIONS. 2

SECTION 2. INTERPRETATION. 5

SECTION 3. THE LOAN. 5

SECTION 4. DESCRIPTION OF SERIES 2017 BOND. 6

SECTION 5. EXECUTION OF SERIES 2017 BOND. 6

SECTION 6. REGISTRATION AND TRANSFER OF SERIES 2017 BOND. 6

SECTION 7. SERIES 2017 BOND MUTILATED, DESTROYED, STOLEN OR LOST. 7

SECTION 8. FORM OF SERIES 2017 BOND. 8

SECTION 9. SECURITY FOR SERIES 2017 BOND; SERIES 2017 BOND NOT DEBT OF THE ISSUER 8

SECTION 10. COVENANTS OF THE ISSUER. 8

SECTION 11. REPRESENTATIONS AND WARRANTIES. 11

SECTION 12. CONDITIONS PRECEDENT. 12

SECTION 13. NOTICES. 13

SECTION 14. EVENTS OF DEFAULT DEFINED. 13

SECTION 15. NOTICE OF DEFAULTS. 14

SECTION 16. REMEDIES. 15

SECTION 17. NO PERSONAL LIABILITY. 15

SECTION 18. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. 15

SECTION 19. AMENDMENTS, CHANGES AND MODIFICATIONS. 15

SECTION 20. BINDING EFFECT. 15

SECTION 21. SEVERABILITY. 15

SECTION 22. EXECUTION IN COUNTERPARTS. 16

SECTION 23. APPLICABLE LAW 16

SECTION 24. VENUE; ATTORNEY'S FEES. 16

SECTION 25. ASSIGNMENT. 16

EXHIBIT A - FORM OF SERIES 2017 BOND

LOAN AGREEMENT

This LOAN AGREEMENT is made and entered into as of October 18, 2017 by and between CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida (the "Issuer"), and COMPASS MORTGAGE CORPORATION, an Alabama corporation (together with its successors and/or assigns, the "Lender").

W I T N E S S E T H :

WHEREAS, the Issuer has previously determined that it is necessary for the health, safety and welfare of the Issuer and in the best interest of its inhabitants that the Issuer undertake the Project hereinafter described, and that the Project satisfies a paramount public purpose of the Issuer; and

WHEREAS, on February 11, 2016, the City Council of the Issuer adopted Resolution No. 01-16 expressing its intent, for purposes of Section 1.150-2 of the Treasury Regulations promulgated under the Code (as defined herein), to be reimbursed from proceeds of a future tax-exempt financing for capital expenditures with respect to the Project (as defined herein); and

WHEREAS, the Issuer has determined that it is without adequate currently available funds to pay Project Costs (as herein defined) and that it will be necessary that funds be made available to the Issuer in order to undertake the Project; and

WHEREAS, the Lender has agreed to lend the Issuer an aggregate principal amount of $25,000,000 to be used to pay Project Costs upon the terms and conditions provided herein; and

WHEREAS, on August 21, 2014, the Board of County Commissioners of Escambia County, Florida (the "County"), enacted Ordinance No. 2014-32 authorizing the County to levy a one percent infrastructure sales surtax for a period commencing January 1, 2018 and concluding December 31, 2028, and provided that the distribution of the proceeds of the surtax to the incorporated municipalities of the County shall be as set forth in Section 218.62, Florida Statutes; and

WHEREAS, such levy was approved by referendum of the County's electorate on November 4, 2014; and

WHEREAS, the Issuer has determined that the annual receipt of Pledged Revenues (as herein defined) are anticipated to be sufficient in each year to repay the annual debt service coming due on the Series 2017 Bond (as herein defined); and

WHEREAS, pursuant to the Resolution (as herein defined), the Issuer has determined that it is in the best interest of the health, safety and welfare of the Issuer and the inhabitants thereof that the Issuer pledge the Pledged Revenues to secure the obligations of the Issuer to

repay the principal of and interest on the Issuer's Infrastructure Sales Surtax Revenue Bond, Series 2017 (the "Series 2017 Bond") when due; and

WHEREAS, the obligation of the Issuer to repay principal of and interest on the Series 2017 Bond will not constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of any provision of the Constitution or laws of the State of Florida, but shall be and is hereby declared to be a special, limited obligation of the Issuer, solely secured by and payable from the Pledged Revenues, all as more fully described herein and in the Resolution; and

WHEREAS, the Issuer is not authorized to levy taxes on any property of or in the Issuer to pay the principal of or interest on the Series 2017 Bond or to make any other payments provided for herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used in this Loan Agreement and not defined in this Section 1 shall have the meanings assigned in the Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Additional Obligations" means bonds, notes or other debt obligations hereafter issued payable from Pledged Revenues on a parity with the Series 2017 Bond.

"Authorized Investments" means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the Issuer and applicable law.

"Bond Counsel" means Bryant Miller Olive P.A. or any other nationally recognized bond counsel subsequently appointed by the Issuer.

"Bonds" shall mean bonds, notes or other debt obligations authorized and issued pursuant to this Resolution and any Additional Obligations issued hereafter in accordance with the provisions hereof.

"Business Day" means any day of the year other than a day on which the Lender or the Issuer are lawfully closed for business.

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

"City" means the City of Pensacola, Florida, a municipal corporation of the State.

“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.

“City Council” means the City Council of the Issuer, as the governing body of the Issuer.

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

“Code” means the Internal Revenue Code of 1986, as amended.

"County" means Escambia County, Florida.

“Date of Delivery” means October 18, 2017.

“Default” means an Event of Default as defined and described in Section 14 hereof.

“Fiscal Year” means the period from each October 1 to the succeeding September 30.

“Interest Payment Date” means each April 1 and October 1 commencing April 1, 2018, and continuing through the Maturity Date.

“Lender” or “Purchaser” means Compass Mortgage Corporation, an Alabama corporation, and its successors and/or assigns.

"Infrastructure Sales Surtax" shall mean the proceeds received by the Issuer, as its share determined in accordance with the Act, from the levy and collection by the County of the one-cent discretionary infrastructure sales surtax pursuant to Chapter 212, Part I, Florida Statutes.

“Loan” means the advance of moneys from the Lender to the Issuer pursuant to this Loan Agreement.

“Loan Agreement” means this agreement between the Lender and the Issuer setting forth the terms and details of the Loan.

“Maturity Date” means October 1, 2028.

“Maximum Annual Debt Service” means the maximum annual debt service requirement on the Series 2017 Bond and any Additional Obligations issued hereunder pursuant to Section 10(F) hereof for the then current and any subsequent Fiscal Year.

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

"Paying Agent" means 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 2017 Bond. The Paying Agent shall initially be the Chief Financial Officer.

"Payment Date" means any Interest Payment Date or Principal Payment Date.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

"Pledged Revenues" means (i) the Infrastructure Sales Surtax, (ii) moneys on deposit in the funds and accounts created hereunder (other than amounts constituting any rebate liability as described in the Tax Certificate), and (iii) certain investment earnings.

"Principal Amount" means Twenty-Five Million Dollars ($25,000,000).

"Principal Payment Date" means each October 1 commencing October 1, 2018, and continuing through the Maturity Date.

"Project" means the acquisition, construction, renovation and equipping of additions, extensions, and improvements to the facilities and general infrastructure of the Issuer constituting "infrastructure" as defined in the Act, including, without limitation, all property rights, appurtenances, easements, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, renovation and equipping thereof, in accordance with plans on file or to be on file with the Chief Financial Officer.

"Project Costs" means a portion of the cost of undertaking the Project including, but not limited to: engineering, legal, accounting, and financial expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the Project; the costs of acquiring and constructing the Project, reimbursement to the Issuer for any sums heretofore expended for the foregoing purposes and such other costs and expenses as may be necessary or incidental to the financing or refinancing of the Project.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2017 Bond.

"Registered Owner" means the person in whose name the ownership of the Series 2017 Bond is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Lender.

"Registrar" means the Person maintaining the Register. The Registrar shall initially be the Chief Financial Officer.

"Regulations" means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

"Resolution" means Resolution No. 17-65 adopted by the Issuer on October 12, 2017, as may be amended and supplemented from time to time.

"Series 2017 Bond" means the Infrastructure Sales Surtax Revenue Bond, Series 2017, of the Issuer, substantially in the form attached hereto as Exhibit A.

"State" means the State of Florida.

"Tax Certificate" means the Issuer's Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, As Amended, dated as of the date hereof.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions hereof (a) have been negotiated between the Issuer and the Lender; (b) shall not be construed strictly in favor of or against either party hereto; and (c) shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN.

A. Loan. The Lender, by the purchase of the Series 2017 Bond, hereby makes and the Issuer hereby accepts the Loan, upon the terms and conditions set forth herein. The purchase price of the Series 2017 Bond shall be $25,000,000, which is equal to the principal amount of the Series 2017 Bond.

B. Disbursement of Proceeds.

(i) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2017 Bond.

(ii) Simultaneously with the delivery of the Series 2017 Bond to the Lender, net proceeds of the Series 2017 Bond remaining after payment of costs of issuance shall be deposited into a separate account hereby created and established to be known as the "City of Pensacola, Florida Infrastructure Sales Surtax Revenue Bond, Series 2017 Project Fund" (the "Project Fund") and shall be used to pay Project Costs. Monies in the Project Fund shall be invested in Authorized Investments, and all income derived therefrom shall be deposited in the Project Fund until the Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be used to pay principal of and interest on the Series 2017 Bond.

To the extent there are no other available funds held hereunder, the Issuer shall use any remaining funds in the Project Fund to pay principal of and interest on the Series 2017 Bond in the Event of Default.

Such fund shall be kept separate and apart from all other funds of the Issuer and the moneys on deposit therein shall be withdrawn, used and applied by the Issuer solely for the purposes set forth herein. Such proceeds shall be and constitute trust funds for such purpose and there is hereby created a lien in favor of the Series 2017 Bond upon such money until so applied by the Issuer solely for the purposes set forth herein.

SECTION 4. DESCRIPTION OF SERIES 2017 BOND. The obligation of the Issuer to repay the Loan shall be evidenced by the Series 2017 Bond. The Series 2017 Bond shall be dated as of the Date of Delivery, shall mature on the Maturity Date, and shall be in registered form.

The interest rate on the Series 2017 Bond shall be a fixed rate of interest equal to 2.15% per annum. Interest on the Series 2017 Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be paid by wire transfer or other medium acceptable to the Issuer and the Lender.

Principal on the Series 2017 Bond shall be paid in annual installments on each Principal Payment Date, in amounts specified in Schedule I attached to the Series 2017 Bond. Interest on the Series 2017 Bond shall be paid semi-annually on each Interest Payment Date.

The Series 2017 Bond shall be subject to prepayment as described in the Series 2017 Bond.

SECTION 5. EXECUTION OF SERIES 2017 BOND. The Series 2017 Bond shall be executed in the name of the Issuer by the Mayor, attested under seal by the City Clerk, approved as to content by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney. The Series 2017 Bond may be signed and sealed on behalf of the Issuer by any person who at the actual time of the execution of the Series 2017 Bond shall hold the appropriate office in the Issuer, although at the date thereof the person may not have been so authorized. The Series 2017 Bond may be executed by the facsimile signatures of the Mayor, the Clerk, the Chief Financial Officer and/or City Attorney, provided that at least one of the Mayor or Clerk's signatures must be a manual signature.

SECTION 6. REGISTRATION AND TRANSFER OF SERIES 2017 BOND. There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Series 2017 Bond is shown on the Register shall be deemed the Registered Owner thereof by the Issuer and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2017 Bond for all purposes, whether or not the Series 2017 Bond shall be overdue, and any notice to the contrary shall not be binding upon the Issuer or the Registrar.

Ownership of the Series 2017 Bond may be transferred or assigned only as a whole and only upon the Register. Transfer of the Series 2017 Bond (i) shall be restricted to Permitted Lenders, (ii) is not permitted in the event the remaining principal amount outstanding of the Series 2017 Bond is less than $100,000, and (iii) is subject to consent of the Issuer, which consent shall not be unreasonably withheld. The Series 2017 Bond shall contain a legend that provides that the Registered Owner thereof shall not transfer the Series 2017 Bond except as provided herein.

Upon surrender to the Registrar for transfer or exchange of the Series 2017 Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Series 2017 Bond of the same amount, maturity and interest rate as the Series 2017 Bond surrendered. Provided however, any assignment or transfer by the Registered Owner of the Series 2017 Bond shall be in whole and not in part.

The Series 2017 Bond presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guaranty of signature satisfactory to the City Attorney, Bond Counsel, or the Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The City Administrator and the Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Series 2017 Bond. The Registrar or the City Administrator may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental entity other than the Issuer. Such charges and expenses shall be paid before any such new Series 2017 Bond shall be delivered.

The new Series 2017 Bond delivered upon any transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Series 2017 Bond surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2017 Bond surrendered.

Whenever a Series 2017 Bond shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2017 Bond shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

SECTION 7. SERIES 2017 BOND MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2017 Bond shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such

other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur, the Registrar shall issue and deliver a new Series 2017 Bond of like tenor as the Series 2017 Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series 2017 Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Series 2017 Bond, upon surrender of such mutilated Series 2017 Bond, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2017 Bond shall have matured or be about to mature, instead of issuing a substitute Series 2017 Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2017 Bond be lost, stolen or destroyed, without surrender thereof. Any Series 2017 Bond surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such new Series 2017 Bond issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the Issuer whether or not, as to the new Series 2017 Bond, the lost, stolen or destroyed Series 2017 Bond be at any time found by anyone, and such new Series 2017 Bond shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2017 Bond originally issued hereunder.

SECTION 8. FORM OF SERIES 2017 BOND. The Series 2017 Bond shall be in substantially the form attached hereto as Exhibit A, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Loan Agreement.

SECTION 9. SECURITY FOR SERIES 2017 BOND; SERIES 2017 BOND NOT DEBT OF THE ISSUER. The payment of the principal of and interest on the Series 2017 Bond shall be secured forthwith solely by a first priority lien upon and pledge of the Pledged Revenues. The principal of and interest on the Series 2017 Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, to the extent and as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on the Series 2017 Bond or payment thereof from any source other than the Pledged Revenues.

SECTION 10. COVENANTS OF THE ISSUER. Until the principal of and interest on the Series 2017 Bond shall have been paid in full or provision for payment of the Series 2017 Bond shall have been made in accordance with the provisions of this Loan Agreement, the Issuer covenants with the Registered Owner of the Series 2017 Bond as follows:

A. Establishment of Debt Service Fund and Accounts Therein. There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Loan Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain in such Fund and used for the purposes herein described. Authorized Investments in the funds and accounts under this Agreement shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

B. Disposition of Pledged Revenues.

The Issuer shall deposit the Pledged Revenues into the Debt Service Fund, monthly in advance on or before the first day of each month of each year, a sum equal to one-sixth (1/6) of the interest becoming due on the next Interest Payment Date and one-twelfth (1/12) of the principal becoming due on the next Principal Payment Date and to cure any deficiency in deposits in prior months, together with such additional proportionate sums as may be required to pay said principal and interest as the same shall respectively become due, or to account for a period of less than twelve months between the delivery of the Series 2017 Bond and the first Principal Payment Date or less than six months between the delivery of the Series 2017 Bonds and the first Interest Payment Date.

After the above described monthly deposits are made by the Issuer in accordance with this subsection, all Pledged Revenues may be used by the Issuer for any lawful purpose.

Any provision hereof to the contrary notwithstanding, so long as the Issuer is not in default in the payment of principal, premium, if any, and interest on the Series 2017 Bond, then the failure to deposit the Pledged Revenues into the Debt Service Fund in the amounts required hereunder shall not be deemed a default hereunder so long as the full amount of such deposits necessary to make all such payments with respect to the Series 2017 Bond is deposited in such Fund on or prior to the date such payments are due.

C. Financial Statements. The Issuer shall provide to the Lender, at no cost to the Lender, 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.

D. Annual Budget and Other Information. The Issuer will prepare its annual budget in accordance with the Act, and will provide at no cost to the Lender a copy of its final annual budget for each Fiscal Year within ninety (90) days of the beginning of each Fiscal Year, and the Issuer will provide the Lender such other financial or public information as the Lender may reasonably request.

E. Tax Compliance. Neither the Issuer, nor any third party over whom the Issuer has control, will make any use of, or permit an omission of use, of the proceeds of the Series 2017 Bond at any time during the term of the Series 2017 Bond which would cause the Series 2017 Bond to be (a) a "private activity bond" within the meaning of Section 103(b)(1) of the Code or (b) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The Issuer covenants throughout the term of the Series 2017 Bond to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions, and to not permit the omission of any actions, necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2017 Bond, including, without limitation, the payment of arbitrage rebate, if required.

The Issuer hereby makes each of the representations, warranties and covenants contained in the Tax Certificate. By this reference, all terms, conditions, and covenants in said Tax Certificate are incorporated in and made a part of this Loan Agreement.

F. Additional Obligations.

Additional Obligations payable on a parity with the Series 2017 Bond may be issued hereunder upon the filing with the Clerk and the Registered Owner of the Series 2017 Bond of a certificate of the Chief Financial Officer stating that the Pledged Revenues for the most recent Fiscal Year for which audited financial statements are available equals at least 1.25 times the Maximum Annual Debt Service on the Bonds then outstanding and the Additional Obligations proposed to be issued.

For purposes of calculating Maximum Annual Debt Service, interest on Additional Obligations which bear interest at a variable rate of interest shall be deemed to bear interest at the greater of (i) 1.25 times the most recent 25 Year Revenue Bond Index published by *The Bond Buyer*, or (ii) 1.25 times the actual average interest rate during the prior Fiscal Year of the Issuer. For purposes of calculating Maximum Annual Debt Service, the debt service on Additional Obligations, whether bearing interest at a fixed or variable interest rate, constituting Balloon Indebtedness, shall be determined assuming such obligations are amortized over 20 years from the date of original issuance on an approximately level debt service basis. For purposes of the

foregoing sentence, "Balloon Indebtedness" means obligations designated as such by the Issuer, 25% or more of the original principal of which matures during any one Fiscal Year.

Obligations secured by the Infrastructure Sales Surtax that are junior and subordinate in all respects to the Series 2017 Bond may be issued without regard to the foregoing.

G. No Impairment. The Issuer covenants with the Registered Owner that it will not, without the written consent of the Registered Owner, enact any ordinance or adopt any resolution which repeals, impairs, or modifies in any manner adverse to the Registered Owner the Infrastructure Sales Surtax.

H. Receipt of Pledged Revenues. The Issuer covenants to do all things necessary or required on its part by the Act, or other applicable provisions of law, to entitle it to receive and to enforce the collection and receipt of the Infrastructure Sales Surtax. The Issuer shall exercise all legally available remedies to enforce such collection and receipt now or hereafter available under law. The Issuer will not take any action, or enter into any agreement that shall result in reducing the level of Infrastructure Sales Surtax below the amount sufficient to provide for the payment of the Series 2017 Bond as provided herein.

SECTION 11. REPRESENTATIONS AND WARRANTIES. The Issuer represents and warrants to the Lender that:

A. Organization. The Issuer is a municipal corporation, duly organized and existing under the laws of the State.

B. Authorization of Loan Agreement and Related Documents. The Issuer has the power and has taken all necessary action to authorize the execution and delivery of and the performance by the Issuer of its obligations under, this Loan Agreement and the Series 2017 Bond in accordance with their respective terms. This Loan Agreement and the Series 2017 Bond have been duly executed and delivered by the Issuer and are valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization or moratorium applicable to the Issuer or by general principles of equity regarding the availability of specific performance.

C. Pledged Revenues. The Issuer is entitled to receive the Pledged Revenues effective January 1, 2018, and is legally entitled to pledge from such Pledged Revenues amounts necessary to pay the principal of and interest on the Series 2017 Bond when due as provided herein. The Issuer estimates that the Pledged Revenues will be available in amounts sufficient to pay the principal of and interest on the Series 2017 Bond as the same becomes due prior to the Maturity Date and, to pay all principal of and interest on the Series 2017 Bond on the Maturity Date.

D. Financial Statements. The audited financial statements of the Issuer for the Fiscal Year ended September 30, 2016 (the "Financial Statements"), previously provided to the Lender

were prepared in accordance with generally accepted accounting principles, are correct and present fairly the financial condition of the Issuer as of such date and the results of its operations for the period then ended.

SECTION 12. CONDITIONS PRECEDENT. The obligation of the Lender to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Date of Delivery:

A. Action. The Lender shall have received a copy of the Resolution certified as complete and correct as of the closing date, together with an executed Loan Agreement, the executed Series 2017 Bond and the customary closing certificates.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the Issuer in respect of each of the officers who is authorized to sign this Loan Agreement, the Series 2017 Bond, and the related financing documents on behalf of the Issuer.

C. Opinion of City Attorney. The Lender shall have received a written opinion of the City Attorney as to (1) the valid existence of the Issuer as a municipal corporation of the State; (2) the due adoption of the Resolution; (3) the due authorization and execution of this Loan Agreement, the Series 2017 Bond and the transaction contemplated hereby and thereby; (4) the Loan Agreement and the Series 2017 Bond constituting valid and binding obligations of the Issuer, enforceable against the Issuer, in accordance with their respective terms; and (5) the absence of litigation against the Issuer relating to (a) its existence or powers, (b) its authority to issue the Series 2017 Bond and pledge the Pledged Revenues, (c) the procedures governing the authorization and issuance of the Series 2017 Bond, and (d) any other matter which may result in any material adverse change in the business, properties, assets or financial condition of the Issuer in a form and substance satisfactory to the Lender.

D. Certificate of Chief Financial Officer. The Lender shall have received a certificate from the Chief Financial Officer that: (1) since the date of the Financial Statements, referred to in Section 11.D. above, there has been no material adverse change in the financial condition, revenues, properties or operations of the Issuer; (2) there are no liabilities (of the type required to be reflected on balance sheets prepared in accordance with generally accepted accounting principles), direct or indirect, fixed or contingent, of the Issuer as of the date of such financial information which are not reflected therein; (3) there has been no material adverse change in the financial condition or operations of the Issuer since the date of such Financial Statements (and to the Chief Financial Officer's knowledge no such material adverse change is pending or threatened); and (4) the Issuer has not guaranteed the obligations of, or made any investment in or loans to, any person except as disclosed in such information.

E. Representations and Warranties; No Default. The representations and warranties made by the Issuer herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Default shall have occurred and be

continuing as of the Date of Delivery or will result from the consummation of the Loan; and the Lender shall have received a certificate from the Issuer to the foregoing effect.

F. Opinion of Bond Counsel. The Issuer shall have received an opinion of Bond Counsel, on which the Lender may rely, to the effect that interest on the Series 2017 Bond is excludable from gross income for federal income tax purposes.

G. Lender Certificates. The Issuer shall have received the fully executed Lender's Certificate substantially in the form attached to the Resolution as Exhibit C and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached to the Resolution as Exhibit D.

H. Notice of Material Litigation. Promptly after the Issuer becomes aware of the same, the Issuer will notify the Lender of any pendency of litigation material to the Issuer's ability to repay the Series 2017 Bond, specifying the nature thereof and what action the Issuer has taken, is taking and/or proposes to take with respect thereto.

I. Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

SECTION 13. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, delivered by telecopier, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

Issuer: City of Pensacola, Florida
222 West Main Street
Pensacola, Florida 32502
Attention: City Administrator, with a required copy to the City Attorney at the same address, and a required copy to the Clerk at the same address.

Lender: Compass Mortgage Corporation
5055 Bayou Boulevard
Pensacola, Florida 32503

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or courier, as specified above, of an original promptly after such communication by telecopier.

SECTION 14. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Loan Agreement, and the terms "Default" and "Events of Default" shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

A. Failure by the Issuer to make any payment of principal of or interest on the Series 2017 Bond within three (3) days of the date due.

B. Failure by the Issuer to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Loan Agreement for a period of thirty (30) days after written notice of such failure was or was by the terms hereof required to be delivered to the Issuer by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration;

C. The Issuer admits in writing its inability to pay its obligations hereunder, including its obligation with respect to any Additional Obligations hereafter issued;

D. The making of any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement which is false or misleading in any material adverse respect;

E. The filing of a petition against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within sixty (60) days of such filing;

F. The filing by the Issuer of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the Issuer to the filing of any petition against it under such law; or

G. The admission by the Issuer of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the Issuer's becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the Issuer or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

SECTION 15. NOTICE OF DEFAULTS. The Issuer shall within five Business Days after it acquires knowledge thereof, notify the Registered Owner of the Series 2017 Bond in writing (a) of any change in any material fact or circumstance represented or warranted by the Issuer in this Agreement or in connection with the issuance of the Series 2017 Bond; (b) upon the happening, occurrence, or existence of any Event of Default that the Registered Owner is not otherwise aware of, or (c) any event or condition which with the passage of time or giving notice, or both, would constitute an Event of Default, and shall provide the Registered Owner of the Series 2017 Bond, with such written notice, a detailed statement by the Chief Financial Officer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Registered Owner of the

Series 2017 Bond, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 16. REMEDIES. For all Events of Default, the Lender may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State, of the United States of America, or granted and contained in this Loan Agreement, and to enforce and compel the performance of all duties required by this Loan Agreement or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce this Loan Agreement to the full extent permitted or authorized by the laws of the State or the United States of America.

The Issuer and the Lender each waives, to the fullest extent permitted by law, any right to trial by jury respect of any litigation based upon the Series 2017 Bond or arising out of, under or in conjunction with the Series 2017 Bond or this Loan Agreement.

SECTION 17. NO PERSONAL LIABILITY. No recourse shall be had for the payment of the principal of and interest on the Series 2017 Bond or for any claim based on the Series 2017 Bond or on this Loan Agreement, against any present or former member or officer of the City Council or any person executing the Series 2017 Bond.

SECTION 18. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 19. AMENDMENTS, CHANGES AND MODIFICATIONS. This Loan Agreement may be amended only by a writing approved with the same formality as this Agreement, signed by the Issuer and the Registered Owner.

SECTION 20. BINDING EFFECT. To the extent provided herein, this Loan Agreement shall be binding upon the Issuer and the Lender and shall inure to the benefit of the Issuer and the Lender and their respective successors and assigns. This Loan Agreement shall be discharged and neither the Issuer nor the Lender shall have any further obligations hereunder or under the Series 2017 Bond when the Issuer shall have paid the principal of and interest on the Series 2017 Bond in full and shall have paid in full all other amounts, if any, due under the Series 2017 Bond or this Loan Agreement.

SECTION 21. SEVERABILITY. In the event any court of competent jurisdiction shall hold any provision of this Loan Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

SECTION 22. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 23. APPLICABLE LAW. The laws of the State shall be the law applied in the resolution of any action, claim or other proceeding arising out of the Resolution, the Series 2017 Bond or this Loan Agreement.

SECTION 24. VENUE; ATTORNEY'S FEES. The parties agree that jurisdiction and venue for the enforcement of the Resolution, this Loan Agreement or the Series 2017 Bond shall be in the state and/or federal courts of Escambia County, Florida. The prevailing party in any action, claim or proceeding arising out of the Resolution, the Loan Agreement or the Series 2017 Bond shall be entitled to attorney's fees and costs from the losing party

SECTION 25. ASSIGNMENT. The Lender may assign its rights hereunder to any party to whom it sells or transfers the Series 2017 Bond.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement as of the date first above written.

CITY OF PENSACOLA, FLORIDA

By: _____
Ashton J. Hayward, III, Mayor

(SEAL)

ATTEST:

By:_____
Ericka L. Burnett, City Clerk

Approved as to Content:

By:_____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By:_____
Lysia H. Bowling
City Attorney

[Signature Page of Loan Agreement]

COMPASS MORTGAGE CORPORATION

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

[Signature Page of Loan Agreement]

EXHIBIT A

FORM OF SERIES 2017 BOND

TRANSFER OF REGISTRATION OF THIS BOND IS RESTRICTED AS HEREIN DESCRIBED AND AS DESCRIBED IN THE HEREIN DEFINED LOAN AGREEMENT.

No. R-1 $25,000,000

CITY OF PENSACOLA, FLORIDA
INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017

Interest Rate	Maturity Date	Date of Issue
2.15%	October 1, 2028	October 18, 2017

REGISTERED OWNER: **COMPASS MORTGAGE CORPORATION**

PRINCIPAL AMOUNT: TWENTY FIVE MILLION DOLLARS ($25,000,000)

KNOW ALL MEN BY THESE PRESENTS, that the City of Pensacola, Florida (the "Issuer"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the sources hereinafter mentioned, in installments, on the Principal Payment Dates indicated in Schedule I attached hereto and on the Maturity Date, or sooner as provided herein, the Principal Amount shown above and the interest on the outstanding Principal Amount hereof from the date of this Bond or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Interest Rate described above, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereunder upon presentation and surrender hereof at the office of the Chief Financial Officer for the Issuer, as Registrar and Paying Agent. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. Interest due hereon shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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

This Bond is being issued in the principal amount $25,000,000 to finance the costs of the Project of the Issuer under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II Florida Statutes, as amended, Section 212.055, Florida Statutes, Chapter 218, Part VI, Florida Statutes, the municipal charter of the Issuer, and Resolution No. 17-65, duly adopted by the City Council of the Issuer on October 12, 2017 (the "Resolution"), and pursuant to a Loan Agreement between the Issuer and the Registered Owner, dated October 18, 2017 (the "Loan Agreement"), to which reference

should be made to ascertain those terms and conditions. The terms and provisions of the Loan Agreement and the Resolution, including, without limitation, the definitions therein, are hereby incorporated as a part of this Bond. The principal of this Bond shall be disbursed by the Registered Owner hereof to the Issuer in immediately available funds on the Date of Delivery in accordance with the Loan Agreement.

This Bond is payable from and secured solely by the Pledged Revenues, all in the manner provided in, and subject to the terms and conditions of, the Resolution and the Loan Agreement. This Bond shall not constitute a general obligation or indebtedness of the Issuer, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues as provided in the Loan Agreement. The Registered Owner hereof shall never have the right to compel the levy of taxes upon any property of or in the Issuer for the payment of the principal of and interest on this Bond. Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Bond and the duties and obligations of the Issuer hereunder.

The Registered Owner may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in the Loan Agreement, and to enforce and compel the performance of all duties required by the Loan Agreement or by any applicable laws to be performed by the Issuer, the City Council or by any officer thereof, and may take all steps to enforce the Loan Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

This Bond is subject to all the terms of the Loan Agreement.

Ownership of this Bond may be transferred or assigned only as a whole and only upon the Register. Transfer of this Bond (i) shall be restricted to Permitted Lenders, (ii) is not permitted in the event the remaining principal amount outstanding thereof is less than $100,000, and (iii) is subject to consent of the Issuer, which consent shall not be unreasonably withheld.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Bond, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City of Pensacola, Florida, has issued this Bond 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 content 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 Content:

By:_____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By:_____
Lysia H. Bowling
City Attorney

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond constitutes the Infrastructure Sales Surtax Revenue Bond, Series 2017, as herein described. The Principal Amount, Interest Rate, 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 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 TO SERIES 2017 BOND

ANNUAL PRINCIPAL INSTALLMENTS

Principal Payment Date (October 1)	Installment
2018	$1,952,000.00
2019	2,091,000.00
2020	2,136,000.00
2021	2,181,000.00
2022	2,228,000.00
2023	2,276,000.00
2024	2,325,000.00
2025	2,375,000.00
2026	2,426,000.00
2017	2,478,000.00
2028*	2,532,000.00
Total	$25,000,00.00

*Maturity Date

SCHEDULE II TO SERIES 2017 BOND
PREPAYMENT PROVISIONS

The Series 2017 Bond 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. If the Issuer makes any prepayment of the outstanding principal amount of the Series 2017 Bond pursuant to this paragraph prior to October 18, 2027, 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 2017 Bond was issued, for a maturity that is the same as the term of the Series 2017 Bond 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 2017 Bond 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 2017 Bond 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 2017 Bond 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 2017 Bond (plus any accrued and unpaid fees or other sums owed under the Resolution or the Series 2017 Bond).

"Percent Prepaid" means the percentage determined by dividing the principal amount of the Series 2017 Bond 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 2017 Bond.

"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 2017 Bond. 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 2017 Bond 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 2017 Bond, payments applied to the repayment of the Series 2017 Bond 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 2017 Bond 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 2017 Bond 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 2017 Bond. 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 2017 Bond 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 2017 Bond, 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 2017 Bond, 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

FORM OF LENDER'S CERTIFICATE

We certify that the following are true and correct in relation to the loan by Compass Mortgage Corporation (the "Lender") of $25,000,000 evidenced by the Infrastructure Sales Surtax Revenue Bond, Series 2017 (the "Bond") dated October 18, 2017, and issued by the City of Pensacola, Florida (the "Issuer") pursuant to Resolution No. 17-65, duly adopted by the Issuer on October 12, 2017 (the "Resolution"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto by the Resolution or in the Loan Agreement dated as of the date hereof (the "Loan Agreement"), between the Lender and the Issuer.

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 Bond and the security therefor, and other material factors affecting the security for and payment of the Bond.

4. The Lender has received the financial information requested by the Lender from the Issuer in connection with the Bond and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the Bond 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 Bond.

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 Bond, other than the certificates, opinions, resolutions, or other documents executed in relation to the delivery to the Lender of the Bond, 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 Bond, (ii) there is only one Bond and the aggregate principal amount of the Bond is the Principal Amount set forth on such Bond, (iii) the Bond 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 Bond 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 Bond, 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 Bond only upon compliance with the requirements of the Resolution, the Loan Agreement and the Bond.

9. The interest rate established for the Bond 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 Bond 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 Bond 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 Bond 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

The undersigned, as Lender, proposes to negotiate with the City of Pensacola, Florida (the "Issuer") for the private purchase of its $25,000,000 Infrastructure Sales Surtax Revenue Bond, Series 2017 ("Series 2017 Bond") pursuant to Resolution No. 17-65, duly adopted by the Issuer on October 12, 2017 (the "Resolution"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto by the Resolution or in the Loan Agreement dated as of the date hereof (the "Loan Agreement"), between the Lender and the Issuer. Prior to the award of the Series 2017 Bond, 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 "Lender") in connection with the issuance of the Series 2017 Bond (such fees and expenses to be paid by the Issuer):

$5,000
Burr & Forman LLP
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2017 Bond to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, 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 Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2017 Bond.

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

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

5. Truth-in-Bonding Statement:

The Series 2017 Bond is being issued primarily to finance the cost of the Project and reimburse the Issuer for any Project Costs, as defined in the Loan Agreement. Unless earlier prepaid, the Series 2017 Bond is expected to be repaid by October 1, 2028. At a fixed interest rate of 2.15%, total interest paid over the life of the Series 2017 Bond is $3,324,382 and issuance

of the Series 2017 Bond will result in maximum of approximately $2,586,575.50 of annual revenues of the Issuer not being available to finance other services of the Issuer during the life of the Series 2017 Bond.

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

Compass Bank
5055 Bayou Boulevard
Pensacola, Florida 32503

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 18th day of October, 2017.

COMPASS MORTGAGE CORPORATION

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

EXHIBIT D

COMMITMENT

[Follows]

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-68 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-68 - APPROPRIATING FUNDING IN CONNECTION WITH THE INFRASTRUCTURE SALES SURTAX REVENUE BOND, SERIES 2017.

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-68.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 21, 2014, the Board of County Commissioners of the County enacted Ordinance No. 2014-32 authorizing the County to levy a one percent infrastructure sales surtax for a period commencing January 1, 2018 and concluding December 31, 2028 (referred to as LOST series IV), and provided that the distribution of the proceeds of the surtax to the incorporated municipalities of the County shall be as set forth in Section 218.62, Florida Statutes. Such levy was approved by referendum of the County's electorate on November 4, 2014.

On February 11, 2016, City Council approved Resolution 01-16 establishing its intent to reimburse certain capital expenditures incurred in connection with various capital projects eligible to be financed from the local government infrastructure surtax with proceeds of a future tax exempt financing.

On September 20, 2017, City Council approved Resolution 17-63 adopting a final budget for fiscal year beginning October 1, 2017. As part of the fiscal year 2018 budget, the LOST Series IV plan was amended and approved. In order to provide funding for the projects over the next thirty-six (36) months, in addition to projected revenues, $25 million is projected to be needed.

Request for Proposals for Non-Bank Qualified Tax-Exempt Bank Loans were sent to thirteen (13) banks. Five (5) proposals were received. The City's Financial Advisor, Mitch Owens with RBC Capital Markets,

recommended BBVA Compass Bank as the best response with a fixed rate of 2.15% and $5,000 in bank fees.

The loan will be an eleven (11) year financing at a fixed interest rate of 2.15%. Interest will be paid semi-annually on October 1 and April 1 of each year commencing on April 1, 2018 and principal payments will be paid annually on October 1 commencing on October 1, 2018 and maturing on October 1, 2028. The pledged revenues will be the local government infrastructure surtax.

The financing team consists of Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC and Randy Clement, Esq., with Bryant Miller Olive, the City's Bond Counsel.

PRIOR ACTION:

February 11, 2016 - City Council approved Resolution 01-16 establishing its intent to reimburse certain capital expenditures incurred in connection with various capital projects eligible to be financed from the local government infrastructure surtax with proceeds of a future tax exempt financing.

September 20, 2017 - City Council approved Resolution 17-63 adopting a final budget for the fiscal year beginning October 1, 2017. As part of the fiscal year 2018 budget, the LOST Series IV Plan was amended and approved.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 17-68 will appropriate funding for the Infrastructure Sales Surtax Revenue Bond, Series 2017.

CITY ATTORNEY REVIEW: Yes

9/28/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Supplemental Budget Resolution No. 17-68
2) Supplemental Budget Explanation No. 17-68

PRESENTATION: No

RESOLUTION
NO. 17-68

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LOST SERIES 2017 PROJECT FUND

To:	Bond Proceeds	25,000,000
To:	Operating Expenses	85,000
To:	Capital Outlay	24,915,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2017 - LOST SERIES 2017 PROJECT FUND - RES NO. 17-68

FUND	AMOUNT	DESCRIPTION
LOST SERIES 2017 PROJECT FUND		
Estimated Revenues		
Bond Proceeds	25,000,000	Appropriate estimated revenue from Bond Proceeds
Total Revenues	25,000,000	
Appropriations		
Operating Expenses	85,000	Appropriate funding for Operating Expenses
Capital Outlay	24,915,000	Appropriate funding for Capital Outlay
Total Appropriations	25,000,000	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-70 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION NO. 17-70 - IN SUPPORT OF ACCESS AND USE OF PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING WITHIN THE CITY OF PENSACOLA

RECOMMENDATION:

That City Council adopt Resolution 17-70.

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING A PROPERTY ASSESSED CLEAN ENERGY ("PACE") PROGRAM WITHIN THE CITY OF PENSACOLA AND JOINING THE FLORIDA GREEN FINANCE AUTHORITY, FLORIDA PACE FUNDING AGENCY, GREEN CORRIDOR AND FLORIDA RESILIENCY AND ENERGY DISTRICT IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, FLORIDA PACE FUNDING AGENCY, GREEN CORRIDOR AND FLORIDA RESILIENCY AND ENERGY DISTRICT FOR ADMINISTRATION OF THE PACE PROGRAM WITHIN THE CITY OF PENSACOLA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.) (the "Bill"), which allows local governments to create Property Assessed Clean Energy ("PACE") programs in order to provide the upfront private sector financing for energy conservation and efficiency, renewable energy, wind resistance and other improvements that are not inconsistent with the state law ("Qualifying Improvements"). Section 163.08(4), F.S. permits local governments to offer PACE programs subject to adoption of a Resolution.

The Florida Green Finance Authority ("Authority"), Florida PACE Funding Agency, Green Corridor, and Florida Resiliency and Energy District ("FRED") are separate legal entities and units of government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements.

By executing the Non-Exclusive Party Agreements attached, the City of Pensacola is providing private access to financial lending for residential and commercial energy efficiency improvements, installation of renewable energy sources and wind resistance improvements on existing structures. The improvements will provide significant progress towards increased energy conservation and protection of properties in the City of Pensacola. PACE programs assist residents and business owners in reducing their carbon footprint and energy costs and stimulate the local economy by creating construction and manufacturing jobs for both commercial and residential property installations.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

9/28/2017

STAFF CONTACT:

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

ATTACHMENTS:

1) Resolution No. 17-70
2) Exhibit A - Florida Green Finance Authority Non-Exclusive Party Membership Agreement
3) Exhibit B - Florida PACE Funding Agency Non-Exclusive Party Membership Agreement
4) Exhibit C - Green Corridor Non-Exclusive Party Membership Agreement
5) Exhibit D - Florida Resiliency and Energy District Non-Exclusive Party Membership Agreement

PRESENTATION: No

RESOLUTION
NO. 17-70

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING A PROPERTY ASSESSED CLEAN ENERGY ("PACE") PROGRAM WITHIN THE CITY OF PENSACOLA AND JOINING THE FLORIDA GREEN FINANCE AUTHORITY, FLORIDA PACE FUNDING AGENCY, GREEN CORRIDOR AND FLORIDA RESILIENCY AND ENERGY DISTRICT IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, FLORIDA PACE FUNDING AGENCY, GREEN CORRIDOR AND FLORIDA RESILIENCY AND ENERGY DISTRICT FOR ADMINISTRATION OF THE PACE PROGRAM WITHIN THE CITY OF PENSACOLA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.) (the "Bill"), which allows local governments to create Property Assessed Clean Energy ("PACE") programs to provide the upfront financing for energy conservation and efficiency, renewable energy, wind resistance and other improvements that are not inconsistent with the state law ("Qualifying Improvements"); and

WHEREAS, Section 163.08(4), F.S. permits local governments to offer PACE programs subject to adoption of a Resolution or Ordinance; and

WHEREAS, the Florida Green Finance Authority ("Authority"), Florida PACE Funding Agency, Green Corridor, and Florida Resiliency and Energy District ("FRED") are separate legal entities and units of government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements; and

WHEREAS, installing energy efficiency, renewable energy and wind resistance improvements on existing structures can provide significant progress towards increased energy conservation and protection of properties in the City of Pensacola and statewide; and

WHEREAS, PACE programs assist residents and business owners in reducing their carbon footprint and energy costs and also stimulate the local economy by creating construction jobs; and

WHEREAS, given the widespread energy and economic benefits of the PACE program, the City Council of the City of Pensacola desires to join the Authority, the Florida PACE Funding Agency, Green Corridor and FRED in order to provide options for property owners for the upfront financing for Qualifying Improvements; and

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

Section 1. The above declarations are true and accurate, and are incorporated herein.

Section 2. NON-EXCLUSIVE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY. The non-exclusive Party Membership Agreement between the City of Pensacola and the Authority, attached hereto as "Exhibit A," and incorporated herein, is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Party Membership Agreement on behalf of the City. A copy of the Second Amended and Restated Interlocal Agreement forming the Florida Green Finance Authority is also attached hereto and incorporated as "Exhibit A."

Section 3. NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY. The non-exclusive Membership Agreement between the City of Pensacola and Florida PACE Funding Agency, attached hereto as "Exhibit B," and incorporated herein, is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Limited Purpose Party Membership Agreement on behalf of the City. A copy of the Interlocal Agreement forming Florida PACE Funding Agency is also attached hereto and incorporated as "Exhibit B."

Section 4. NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE GREEN CORRIDOR. The non-exclusive Membership Agreement between the City of Pensacola and Green Corridor, attached hereto as "Exhibit C," and incorporated herein, is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Limited Purpose Party Membership Agreement on behalf of the City. A copy of the Interlocal Agreement forming FRED is also attached hereto and incorporated as "Exhibit C."

Section 5. NON-EXCLUSIVE LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT WITH THE FLORIDA RESILIENCY AND ENERGY DISTRICT. The non-exclusive Limited Purpose Party Membership Agreement between the City of Pensacola and FRED, attached hereto as "Exhibit D," and incorporated herein, is hereby approved. The Mayor and City Clerk are hereby authorized and directed to executed the Limited Purpose Party Membership Agreement on behalf of the City. A copy of the Interlocal Agreement forming FRED is also attached hereto and incorporated as "Exhibit D."

Section 6. The City Council hereby authorizes the Mayor do all things necessary to join the Authority, Florida PACE Funding Agency, Green Corridor and FRED, including executing the interlocal agreements required for participating in the Authority, Florida PACE Funding Agency, Green Corridor and FRED.

Section 5. This Resolution shall become effective 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

Exhibit A

Party Membership Agreement
To The Florida Green Finance Authority

WHEREAS, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, as first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Pensacola desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Pensacola.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the "Interlocal Agreement"), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority's jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Pensacola.

2. The Florida Green Finance Authority, together with its member Parties, and the City of Pensacola, with the intent to be bound thereto, hereby agree that the City of Pensacola shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.

3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Pensacola, as the same may be more specifically designated by the City of Pensacola or amended from time to time.

4. The City of Pensacola designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Pensacola:	Attn: City Administrator, Pensacola 222 W. Main Street, Seventh Floor Pensacola, FL 32502

With a copy to: City Attorney, Pensacola
222 W. Main Street, Seventh Floor
Pensacola, FL 32502

5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of the City of Pensacola, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

The Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By:_____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

_____
Authority Attorney

ATTEST:

CITY OF PENSACOLA, through its
CITY COUNCIL

_____
Ericka Burnett, City Clerk
Clerk of the City Council of
Pensacola, Florida

By: _____
Ashton J. Hayward, III, Mayor
City of Pensacola

____ day of _____, 20___.

Approved as to form by:
Pensacola City Attorney
222 W. Main Street, Seventh Floor
Pensacola, FL 32502

By:_____
Lysia H. Bowling (Date)
City Attorney

Exhibit B

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT RELATING TO THE FUNDING AND FINANCING OF QUALIFYING IMPROVEMENTS BY THE FLORIDA PACE FUNDING AGENCY

THIS NON–EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____ __, 2017 (this "Subscription Agreement"), by and between the City of Pensacola, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency Charter Agreement" or "Charter" means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

“Financing Documents” shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

“Obligations” shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

“Program” means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency’s Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

“Qualifying Improvements” means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

“Special Assessments” means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

ARTICLE II
SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar ($5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective

that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription

Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the

issuance of any Obligations of the Agency secured by pledged revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for “next business day” service) to the parties at the following addresses:

Subscriber:

City of Pensacola

With a copy to:

Agency: Executive Director
Florida PACE Funding Agency
c/o City of Kissimmee
101 North Church Street, Fifth Floor
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the

appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE CITY OF PENSACOLA

(SEAL)

By: _____
Ashton J. Hayward, Mayor
City of Pensacola

Attest:

_____
Ericka Burnett, City Clerk

Approved as to form:

_____
Lysia H. Bowling, City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:

_____
Donald T. Smallwood, Assistant Secretary

Exhibit C

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND THE CITY OF PENSACOLA

This Membership Agreement (the "Membership Agreement") is entered into this ___day of _____, 20__ by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and the City of Pensacola, Florida, a municipality of the State of Florida (the "Municipality") (collectively, the "Parties") for the purpose of providing a PACE program within the Municipality.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on _____, the Municipality adopted Resolution _____ agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the Municipality in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and Municipality.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the Municipality in accordance with Section 163.08, Florida Statutes, by virtue of the Municipality's joining the Green Corridor as a non-voting member and utilizing the Green Corridor's existing program (the "Program").

3. Qualifying Improvements. The Municipality shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the Municipality.

4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning Municipality specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

5. Program Guidelines: The Parties agree that, unless the Municipality desires to implement its own local program guidelines as described below, the Program to be offered in the Municipality will be wholly governed by the Green Corridor's Program Guidelines. If the Municipality desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the Municipality. These local program guidelines shall be consistent with the Green Corridor's guidelines. The Municipality may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the Municipality's guidelines, the Green Corridor's guidelines shall control.

6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the Municipality, which boundaries may be limited, expanded, or more specifically designated from time to time by the Municipality by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the Municipality to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the Municipality as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.

7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the Municipality who obtain financing through the Green Corridor.

8. Amended and Restated Interlocal Agreement. The Parties agree that the Municipality shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the Municipality.

9. Responsibilities of the Green Corridor; Indemnification. The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The Parties understand that

indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the Municipality.

10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the Municipality has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments.

11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all Municipality property owners that may utilize the Program.

12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ninety (90) days prior written notice.

13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the Municipality's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.

14. Voting Rights. The Parties agree that the Municipality shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.

15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director
Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

If to Municipality:
Ashton J. Hayward, III, Mayor
City of Pensacola
222 West Main Street
Pensacola, FL 32502

With a Copy to:
_____
_____
_____, FL _____

16. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.

17. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

18. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, 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 Membership Agreement that are not contained in this document. Accordingly, the Parties agree 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 change, amendment, alteration, or modification 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 by all Parties to this Membership Agreement.

19. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

20. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

21. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.

22. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

23. Venue. The exclusive venue of any legal or equitable action against the Municipality that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.

24. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Membership Agreement on this ____day of _____, 20__.

ATTEST:

By: _____
District Secretary

GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

By: _____
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman
Cole & Bierman P.L., District Attorney

ATTEST:

By: _____
Ericka Burnett, City Clerk
Clerk of the City Council
Pensacola, Florida

By: _____
Ashton J. Hayward, III
Mayor
City of Pensacola, Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Lysia Bowling
City Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

EXHIBIT

Exhibit D

This instrument was prepared by or under the supervision of (and after recording should be returned to): Joseph P. Stanton Broad & Cassel Bank of America Center 390 North Orange Avenue Suite 1400 Orlando, FL 32801-4961	(SPACE reserved for Clerk of Court)

LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND CITY OF PENSACOLA

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this day of , 20 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the City of Pensacola, a political subdivision of the State of Florida, Escambia County (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City of Pensacola.

W I T N E S S E T H

WHEREAS, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

WHEREAS, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying

Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

WHEREAS, the **City of Pensacola** agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the PACE program provides a special benefit to participating real property within its legal boundaries; and

WHEREAS, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the City of Pensacola as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

NOW, THEREFORE, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINITIONS. Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the legal boundaries of the City o to access the PACE program and permit FRED to administer the PACE program within such legal boundaries.

SECTION 3. RIGHTS OF PARTIES. FRED, together with its member Parties, and the City of Pensacola, with the intent to be bound thereto, hereby agree that the City of Pensacola shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City of Pensacola, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City of Pensacola.

SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS. The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by FRED on properties within the legal boundaries the City of Pensacola and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the City of Pensacola, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and City of Pensacola law.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the legal boundaries of the City of Pensacola to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the City of Pensacola who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

SECTION 7. BOUNDARIES OF THE P A C E PROGRAM. For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City of Pensacola, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the City of Pensacola by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the City of Pensacola agrees to provide FRED the current legal description of the legal boundaries of the City of Pensacola.

SECTION 8. ELIGIBLE PROPERTIES. Within the legal boundaries of the City of Pensacola, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City of Pensacola to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City of Pensacola incorporated into Section 3 hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City of Pensacola as provided for herein, those properties that have received

financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 10. TERM. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City of Pensacola ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City of Pensacola referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

SECTION 11. CONSENT. This Agreement, together with the resolution by the governing board of the City of Pensacola approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the PACE program within the legal boundaries of the City of Pensacola, as required by Section 163.08, Florida Statutes.

SECTION 12. City of Pensacola COORDINATOR. The [DEPARTMENT/OFFICE] within the City of Pensacola shall serve as the City of Pensacola's primary point of contact and coordinator. The City of Pensacola will advise FRED of any changes to the City of Pensacola's primary contact and coordinator within 30 days of such changes.

SECTION 13. CARBON OR SIMILAR CREDITS. To the extent permitted by law, in the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, any such carbon or similar mitigation credits derived from properties within the legal boundaries of the City of Pensacola, shall be shared in equal parts between FRED and the City of Pensacola.

SECTION 14. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City of Pensacola without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the City of Pensacola.

The issuance of such bonds shall not directly or indirectly or contingently obligate the City of Pensacola to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the City of Pensacola. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City of Pensacola is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

SECTION 15. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) City of Pensacola and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. City of Pensacola and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. City of Pensacola is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless City of Pensacola from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the PACE program. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(B) Neither City of Pensacola, nor the local governments who are ei- ther or both the founders or members of the Agency, nor any subsequently joining or par- ticipating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the govern- ing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the gov- erning board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either City of Pensacola, the local governments who are either or both the founders or members of FRED, nor any subse- quently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City of Pensacola, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City of Pensacola. If required by the tax collector and property appraiser, the City of Pensacola agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

SECTION 17. OPINION OF BOND COUNSEL. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE program's structure complies with the bond validation judgment and the underlying bond documents.

SECTION 18. AGENTS OF FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City of Pensacola, state and federal laws.

SECTION 19. NOTICES. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803
407.956.5695 (t)
bspivey@fdfcbonds.com

and Issuer's Counsel with Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@broadandcassel.com

If to City of Pensacola:
City of Pensacola Coordinator, [INSERT CONTACT INFORMATION]

SECTION 20. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City of Pensacola and FRED or other delegated authority authorized to execute same on their behalf.

SECTION 21. JOINT EFFORT. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

SECTION 22. MERGER. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, 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, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. ASSIGNMENT. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

SECTION 24. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this

Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

SECTION 25. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

SECTION 26. RECORDING. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the City of Pensacola and recorded in the public records of the City of Pensacola as an amendment to the lnterlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

SECTION 27. SEVERABILITY. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective upon the execution by both Parties hereto.

SECTION 29. LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the [First…Twentieth] Judicial Circuit in and for Escambia County, Florida, the United States District Court for the Northern District of Florida or United States Bankruptcy Court for the Northern District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS, WHEREOF, the Parties hereto have made and executed this Agreement on this_____day of_____, 2016.

City of Pensacola, FLORIDA

By: _____ Date_____
City of Pensacola
Mayor or Designee

For the of City of Pensacola

Attest:

By: _____ _____
Deputy Clerk Date

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____day of _____, 20 , by_____,_____of the [INSERT PUBLIC AGENCY], Florida, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
(SEAL) Notary Public-State of Florida
Commission Number:

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

_____

_____

WITNESS:

_____

_____

FLORIDA DEVELOPMENT FINANCE CORPORATION on behalf of FLORIDA RESILIENCY AND ENERGY DISTRICT

By:_____
William "Bill" F. Spivey, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 20 , by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me/has produced _____ as identification.

_____
Printed/Typed Name:_____
Notary Public-State of Florida
Commission Number:

(SEAL)

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-72 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Jewel Cannada-Wynn, City Council Member

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-72 - APPROPRIATION OF FUNDS FROM THE SALE OF SURPLUS CRA PROPERTY AT 150 S BAYLEN STREET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 17-72.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Since 1980, the Community Redevelopment Agency (CRA) has successfully undertaken numerous redevelopment and infrastructure projects to remove and prevent blight within the Community Redevelopment Areas. The substantial list of projects undertaken within the Urban Core Community Redevelopment Area includes: Community Maritime Park Development, Plaza DeLuna Park and Berths, Commendencia Slip Improvements, Main Street ECUA Sewage Treatment Plant relocation, Palafox Pier Redevelopment, S. Palafox Breakwater Cap, South Palafox Property Redevelopment, Aragon Court Redevelopment, South Palafox Streetscapes, North Palafox Parkway Improvements, Jefferson Street Streetscape, Dr. Martin Luther King, Jr. Plaza , S. Alcaniz Streetscape, Seville Square Improvements, Plaza Ferdinand Improvements, Palafox Place Commercial Façade Improvements, North Palafox Parking Lot, Garden Street Median Improvements, Henry Wyer Park, Belmont/Devilliers Streetscape.

The CRA has responsibility for maintaining the improvements it constructs when they increase the maintenance levels above those required of the City prior to the improvements. Regular maintenance of these improvements is handled by the City Parks and Recreation Department under the Landscape Maintenance Interlocal Agreement between the CRA and City of Pensacola. However, due to age and/or weathering, additional maintenance above and beyond what is normally provided through the Interlocal is needed. In some instances, replacement of improvements is warranted. Items in need of replacement include benches, bollards and trash receptacles at waterfront locations, such as Plaza DeLuna. Railings, benches, trash receptacles and streetlights

in several locations require repainting.

A total of $100,000 has been approved in the FY 2017 budget for maintenance over and above what is appropriated under the Landscape Maintenance Interlocal Agreement. This amount is not sufficient to cover the estimated $320,000 in cost to undertake the identified additional maintenance/replacement work items. To perform this maintenance and prevent the return of blight in the Urban Core, it is recommended that $220,000 of the $470,432 net proceeds derived from the sale of the CRA property at 150 S. Baylen Street be appropriated for these expenses.

Additionally, the Friends of Downtown Pensacola, a not for profit group, has requested funds for decorative downtown lighting for the Festival of Lights during the 2017 Christmas season. It is anticipated that this enhancement will support economic vibrancy in the Urban Core. It is recommended that $25,000 from the S. Baylen Street sale proceeds be allocated to this project. It is further recommended that the remaining balance of the proceeds from sale of the property be appropriated to the Community Redevelopment Agency Fund contingency account for future needs.

PRIOR ACTION:

April 10, 2017 - The Community Redevelopment Agency awarded a contract for sale of 150 S. Baylen Street.

April 13, 2017 - City Council approved the Community Redevelopment Agency's recommendation to award a contract for sale of 150 S. Baylen Street.

August 7, 2017 - The Community Redevelopment Agency adopted Resolution No. 2017-8 CRA adopting a budget for the fiscal year beginning October 1, 2017.

September 20, 2017 - City Council adopted Resolution No. 17-63 adopting a final budget for the fiscal year beginning October 1, 2017.

FUNDING:

Budget:	$100,000	FY 2018 CRA Fund Budget
	470,432	From Proceeds of sale of 150 S. Baylen St
	$570,432	

Actual:	$320,000	Maintenance/Replacement Work Items
	25,000	Festival of Lights
	225,432	Contingency
	$570,432	

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the additional funds necessary for the unfunded maintenance of CRA constructed improvements, funding for the Festival of Lights, as well as provide

a contingency for future needs.

CITY ATTORNEY REVIEW: Yes

9/28/2017

STAFF CONTACT:

M. Helen Gibson, CRA Administrator
Don Kraher, Council Executive

ATTACHMENTS:

1) Supplemental Budget Resolution No. 17-72
2) Supplemental Budget Explanation No. 17-72
3) FY 2018 Unfunded Maintenance List
4) Photos of Aging Improvements

PRESENTATION: No

RESOLUTION
NO. 17-72

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. COMMUNITY REDEVELOPMENT AGENCY FUND

To:	Sale of Assets	470,432
As Reads	Operating Expenses	1,877,000
To:		
Reads	Operating Expenses	2,347,432

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

THE CITY OF PENSACOLA

OCTOBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - CRA MAINT & REPLACE AGING CONSTRUCTED PHYSICAL IMPVTS - RES NO 17-72

FUND	AMOUNT	DESCRIPTION
COMMUNITY REDEVELOMENT AGENCY FUND		
Estimated Revenues		
Sale of Assets	470,432	Appropriate estimated revenue from Sale of Assets
Total Revenues	470,432	
Appropriations		
Operating Expenses	470,432	Increase appropriation for Operating Expenses
Total Appropriations	470,432	

FY 2018 CRA Asset Condition Inventory
Maintenance Needs Cost Estimates

Updated: September 29, 2017

	Total #	Condition Description	Good	Fair	Poor	Maint (Pressure Wash/Paint)		Replacement		Sub-Totals	Area Total	
			No Maint	Maint	Replace	Unit Cost	Total Cost	Unit Cost	Total Cost			
Plaza de Luna												
Benches	23	all in fair condition - need painting and pressure washing	0	23	0	100	$2,300	1000	$0	$2,300		
Garbage Cans	10	7 have to be replaced, 3 are in fair condition	0	3	7	100	$300	1000	$7,000	$9,600		
Bollards	8	2 need to be replaced other need to be painted	0	6	2	100	$600	1100	$2,200	$12,400		
Light Poles	15	Needs painting/pressure washing	*0*	15	0	100	$1,500	0	$0	$13,900		
Railing	1	Poor	0	1	0	100,000	$100,000	0	$0	$113,900		
Paving	1	NA	0	0	1	0	$0	75,000	$75,000	$188,900		
Kid Gates	6	NA	0	0	6	0	$0	500	$3,000	$191,900		
Water Fountains	1	Poor	0	0	1	0	$0	1,500	$1,500	$193,400		
Parking Spaces	27	Good	0	0	0	0	$0	0	$0	$193,400	$193,400	
											$200,000	Estimate
S Palafox Streetscape - From Garden St to Plaza de Luna (Excluding Promenade)												
Benches	6	All fair condition - paint/pressure wash	0	6	0	100	$600	1000	$0	$600		
Garbage Cans	25	All need to be replaced.	0	0	25	100	$0	1000	$25,000	$25,600		
Bollards	34	All need to be painted.	0	34	0	100	$3,400	1100	$0	$29,000		
Light Poles	88	Needs painting/pressure washing	0	88	0	100	$8,800	0	$0	$37,800	$37,800	
											$40,000	Estimate
N Palafox Streetscape and MLK Plaza - From Wright St to Garden St												
Benches	22+	Figure represents MLK Plaza only. All good, replaced a few years a	22	0	0	100	$0	1000	$0	$0		
Garbage Cans	14+	Figure represents MLK Plaza only. Fair condition	0	14	0	100	$1,400	1000	$0	$1,400		
Light Poles	77	Needs painting/pressure washing	0	77	0	100	$7,700	0	$0	$9,100	$9,100	
											$10,000	Estimate
Palafox Pier Promenade												
Light Poles	8	Needs painting/pressure washing	0	8	0	100	$800	0	$0	$800		
Fountain	1	Good	0	1	0	0	$0	0	$0	$800	$800	
											$1,000	Estimate
Garden St Streetscape and Medians - From A Street to Alcaniz												
Benches	2	All fair condition - paint/pressure wash	0	2	0	100	$200	1000	$0	$200		
Garbage Cans	5	All fair condition - paint/pressure wash	0	5	0	100	$500	1000	$0	$700		
Light Poles	48+	Decorative lights need painting/pressure washing.	0	48	0	100	$4,800	0	$0	$5,500	$5,500	
											$6,000	Estimate
Jefferson St Streetscape - From Garden Street to Plaza de Luna												
Benches	8	All fair condition - paint/pressure wash	0	8	0	100	$800	1000	$0	$800		
Garbage Cans	14	All fair condition - paint/pressure wash	0	14	0	100	$1,400	1000	$0	$2,200		
Light Poles	52	Needs paint/pressure washing	0	52	0	100	$5,200	0	$0	$7,400	$7,400	
											$8,000	Estimate
Belmont/DeVilliers												
Benches	4	All fair condition - paint/pressure wash	0	4	0	100	$400	1000	$0	$400		
Garbage Cans	4	All fair condition - paint/pressure wash	0	4	0	100	$400	1000	$0	$800		
Bollards	4	Not functioning	0	0	4	100	$0	1100	$4,400	$5,200		
Light Poles	19	Fair - All need painting/pressure washing.	0	30	0	100	$3,000	0	$0	$8,200		
Sidewalks	TBD	Fair - Needs pressure washing.	TBD	1	0	500	$500	0	$0	$8,700		
Pavers	TBD	Good	TBD	0	0	0	$0	0	$0	$8,700	$8,700	
											$9,500	Estimate
Belmont/DeVilliers - Coyle Street Parking Lot												
Sign Post	1	Fair - Needs painting/pressure washing	0	1	0	100	$100	0	$0	$100		
Streetlight	1	Fair- Needs painting/pressure washing/new globes	0	1	0	100	$100	0	$0	$200		
Parking Spaces	TBD	Fair - May need restriping	0	0	0	0	$0	0	$0	$200	$200	
											$500	Estimate

FY 2018 CRA Asset Condition Inventory
Maintenance Needs Cost Estimates

Updated: September 29, 2017

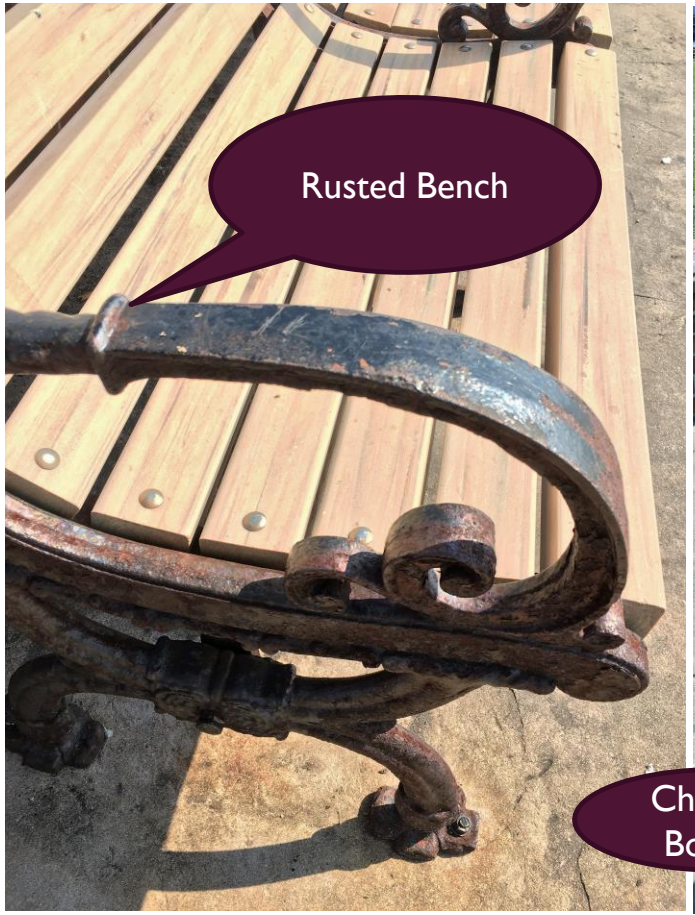
	Total #	Condition Description	Good	Fair	Poor	Maint (Pressure Wash/Paint)		Replacement		Sub-Totals	Area Total	
			No Maint	Maint	Replace	Unit Cost	Total Cost	Unit Cost	Total Cost			
Seville Square												
Benches	12	All fair condition - paint/pressure wash	0	12	0	100	$1,200	1000	$0	$1,200		
Garbage Cans	6	fair condition	0	6	0	100	$600	1000	$0	$1,800		
Light Poles	18	fair condition	0	18	0	100	$1,800	0	$0	$3,600	$3,600	
											$4,000	Estimate
Henry Wyer Park												
Benches	7	All fair condition - paint/pressure wash	0	7	0	100	$700	1000	$0	$700		
Garbage Cans	4	fair condition	0	4	0	100	$400	1000	$0	$1,100		
Bollards	7	fair condition	0	7	0	100	$700	1100	$0	$1,800		
Light Poles	6	fair condition	0	6	0	100	$600	0	$0	$2,400	$2,400	
											$3,000	Estimate
											$282,000	Estimate
											$38,000	Contingency
										GRAND TOTAL	**$320,000**	

FY 2018 UNFUNDED MAINTENANCE LIST

URBAN CORE CRA

PLAZA DE LUNA

PLAZA DE LUNA



BELMONT - DEVILLIERS

BELMONT - DEVILLIERS

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 38-17 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 38-17 VACATION OF RIGHT-OF-WAY - 1000 BLOCK OF EAST AVERY STREET

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 38-17 on second reading.

> AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE AVERY STREET RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has received a request from Dax Campbell, Campbell Construction, to vacate a portion of the Avery Street right of way, which is adjacent to his property located at 1011 Fairnie Avenue. The applicant has indicated that the purpose for the request is to allow for him to have a more even property line and install a privacy fence along the new rear property line. The applicant provided signed documentation and a survey indicating the agreement of the other affected property owners.

On August 8, 2017, the City's Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

September 14, 2017 - City Council voted to approve Ordinance No. 38-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/17/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

1) Proposed Ordinance No. 38-17
2) Vacation of Right-of-Way Application, dated April 21, 2017
3) Vicinity Map of Avery Street Right-of-Way Request, dated August 2017
4) August 8, 2017 Planning Board Minutes
5) Highlighted Section of June 13, 2017 Planning Board Minutes
6) Signed Petition, Avery Street Right-of-Way Request, dated June 27, 2017

PRESENTATION: No

PROPOSED
ORDINANCE NO. 38-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE AVERY STREET RIGHT OF WAY; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 14, 2017, as to the vacation of a portion of the Avery Street right of way; Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said right-of-way is no longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right of way in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a public thoroughfare:

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion the right of way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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

VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: $2,000.00
Rehearing/Rescheduling Planning Board: $250.00
Rehearing/Rescheduling City Council: $500.00

Applicant Information:

Name: DAX CAMPBELL & JOEL CAMPBELL

Address: PO BOX 752 GULF BREEZE, FL 32561

Phone: 850-698-4153 Fax: _____ Email: DAX.CAMPBELLCONSTRUCTION@GMAIL.COM

Property Information:

Owner Name: JOEL CAMPBELL

Location/Address: 1011 FAIRNIE AVE

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

SEE ATTACHED LETTER

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant (Owner of Property or Official Representative of Owner) Date 4/21/17

FOR OFFICE USE ONLY

District: 6

Date Received: 4/21/17 Case Number: V-2017-002

Date Postcards mailed: 6/2/2017

Planning Board Date: 6/13/17 & 8/8/17 Recommendation: Approval

Council Date: 9/14/2017 Council Action: _____

t of Environmental Protection(DEP) Data

Buildings

Lineaters

PROPOSED
ORDINANCE NO. 6-52 — 1st reading: 2/26/52
2nd " : 3/7/52
ORDINANCE NO. 11-52 — Substituted: 3/25/52
3rd reading: 3/25/52

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE TO CLOSE, VACATE, DISCONTINUE AND ABANDON THE SOUTH FIFTEEN (15') FEET OF AVERY STREET NORTH OF LOTS 6 TO 10, BOTH INCLUSIVE, IN BLOCK 221, NEW CITY TRACT IN THE CITY OF PENSACOLA, FLORIDA, AND PRESERVING AN ALLEY TWENTY (20') FEET WIDE TO NORTH THEREOF SUBJECT TO PRIVATE MAINTENANCE.

WHEREAS, pursuant to due and legal notice by publication a Public Hearing was held by the City Council on January 22, 1952, as to the closing of the hereinafter described portion of Avery Street; and

WHEREAS, the said portion of Avery Street is not open or improved or in use by the public as a street or public way and the closing thereof will contribute to the general welfare of the City of Pensacola and will be in the public interest; and

WHEREAS, all of the owners of property abutting on any portion of Avery Street lying North of said Block 221 of the New City Tract in the City of Pensacola and other neighboring property owners have consented to the closing of said portion of Avery Street, and the said abutting property owners have released and relinquished all claims for compensation or damages of any kind which may be occasioned or arise by reason of said closing and have further consented that the North 20 feet of the South 35 feet of the East 200 feet of Avery Street lying North of said Block 221 of the New City Tract, so long as it shall remain open as a public way or means of access to their respective properties, shall be maintained by them and the City shall be relieved of any obligation or responsibility as to such maintenance; now, therefore,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the portion of Avery Street described as the South 15 feet thereof lying North of Lots 6 to 10, both inclusive, of Block 221 of the New City Tract of the City of Pensacola, be and it is hereby closed, vacated and forever discontinued and abandoned as a street or public way, or a portion thereof; provided that the North 20 feet of the South 35 feet of that portion of Avery Street lying North of said Lots 6 to 10 of Block 221 of the New City Tract shall remain open as a permanent easement extending Westward from the West line of 11th Avenue for a distance of 200 feet to be maintained by the abutting property owners at no expense to the City of Pensacola. As an inducement to the passage of this ordinance, the owners of property abutting on that part of Avery Street lying North of said Block 221 of the New City Tract have consented to the closing of the South 15 feet thereof and have released and relinquished all claims for compensation or damages of any kind against the City of Pensacola which may be occasioned or arise by reason thereof, and have agreed to maintain at their own expense the North 20 feet of the South 35 feet of Avery street lying North of said Lots 6 to 10 of Block 221 of the New City Tract, and to relieve and release the City of Pensacola from any obligation for such maintenance.

MICROFILMED
Roll 236 Frame 11

SECTION 2. This ordinance shall be published once a week for four consecutive weeks in a newspaper printed in the City of Pensacola, and shall take effect thirty (30) days after its passage by the City Council and publication as above set forth, subject to referendum and approval by the voters of the City of Pensacola in the manner provided by Section 54 of the City Charter (Section 54, Chapter 15425, Special Acts of 1931) and in event of such referendum the expense thereof shall be paid by the owners of the property abutting the portion of said Avery Street which is to be vacated and closed.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Passed: MARCH 25, 1952

Approved:

C P Mason
MAYOR.

Attest:

CITY CLERK-COMPTROLLER.

Legal in form and valid if enacted:

Grover C. Robinson, Jr.
CITY ATTORNEY.

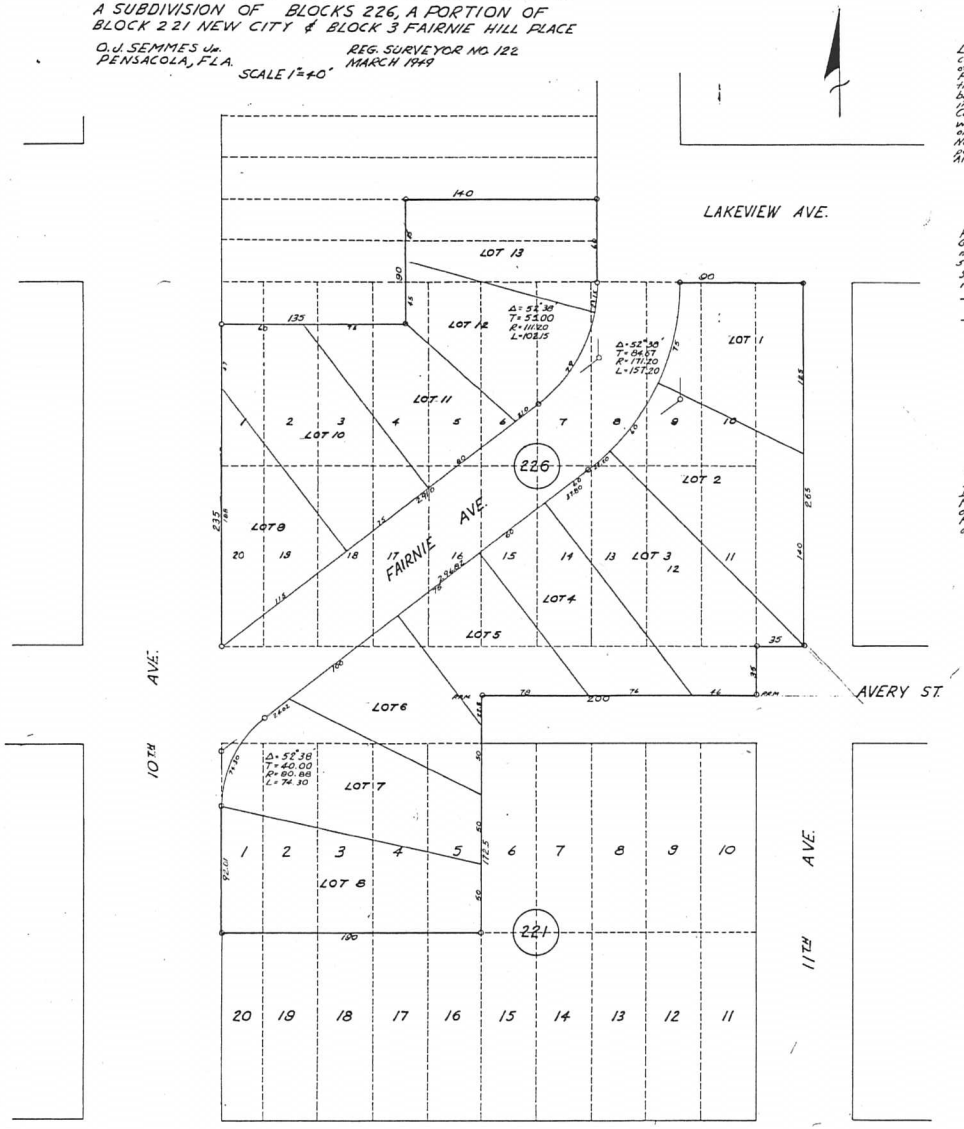
WOODLAND TERRACE

A SUBDIVISION OF BLOCKS 226, A PORTION OF BLOCK 221 NEW CITY & BLOCK 3 FAIRNIE HILL PLACE

O.J. SEMMES Jr.
PENSACOLA, FLA.

REG. SURVEYOR NO. 122
MARCH 1949

SCALE 1"=40'



DESCRIPTION

Lots 1 to 5, both inclusive, Block 221, New City Tract, according to map of the City of Pensacola copyrighted by Thos. C. Watson in 1903, less that portion of Lot 1 established as part of street by ordinance of the City of Pensacola, Florida, passed May 3, 1926; and all of Block 226, New City Tract, as per map of City of Pensacola copyrighted by Thos. C. Watson in 1906, less the north 30 feet of the west 135 feet of said block, and less that portion of said block established as a public street by the Board of Commissioners of The City of Pensacola by ordinance passed May 3, 1926; and Lots 27 and 28, Block 3 Fairnie Hill Place, a subdivision of the New City Tract in said City of Pensacola, per plat filed March 18, 1941, in Plat Book 1, page 69 of the public records of Escambia County, Florida; and the west 35 feet of that portion of Eleventh Ave. on map of Thos. C. Watson copyrighted in 1906 which is contiguous to Block 226, New City Tract and which lies between Avery Street and Lakeview Ave; and also those portions of Avery Street between Tenth Ave. and Eleventh Ave. being also between Blocks 226 and 221 of New City Tract, City of Pensacola, described as follows: The north half of the east 200 feet thereof, and that portion of the west 140 feet thereof, which was closed by ordinance of the City of Pensacola passed May 23, 1926; All situate & lying and being in the City of Pensacola, County of Escambia, State of Florida.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That I, Minta Godwin Coe, owner of the land herein subdivided, joined by my husband William C. Coe hereby dedicate to the public all streets, roads and parks as designated on this plat.

Signed, sealed and delivered in the presence of:

Allison M. Alderman

Minta Godwin Coe (SEAL)
William C. Coe (SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared Minta Godwin Coe and W.C. Coe known to me to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of April, 1949.

Notary Public, Escambia County, Florida
My commission Expires 8/1/1952

COUNTY CLERK'S CERTIFICATE

I, Langley Bell, Clerk of the Circuit Court of Escambia County, Florida, hereby certify that this plat complies with all the requirements of the plat act (Chapter 10275 of the 1925 acts of the Legislature of Florida) and the same was filed for record on the 5 day of April, 1949, and filed in Plat Book 2 of said County at Page 65 1

Langley Bell
Clerk of the Circuit Court
Escambia County, Florida

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, Langley Bell, County Clerk of Escambia County, Florida, hereby certify that the within plat, being presented to the Board of County Commissioners of said County at their meeting held on the 5th day of April, 1949, was approved for filing by said Board, and I, as Clerk of said Board was instructed by it to so certify thereon.

Langley Bell
County Clerk, Escambia County, Florida (seal)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that this plat is a correct representation of the land herein described and that permanent reference monuments (indicated PRM) have been placed as required by the Plat Act (Chapter 10275).

REGISTERED FLORIDA SURVEYOR NO. 122

SURVEYOR'S SEAL

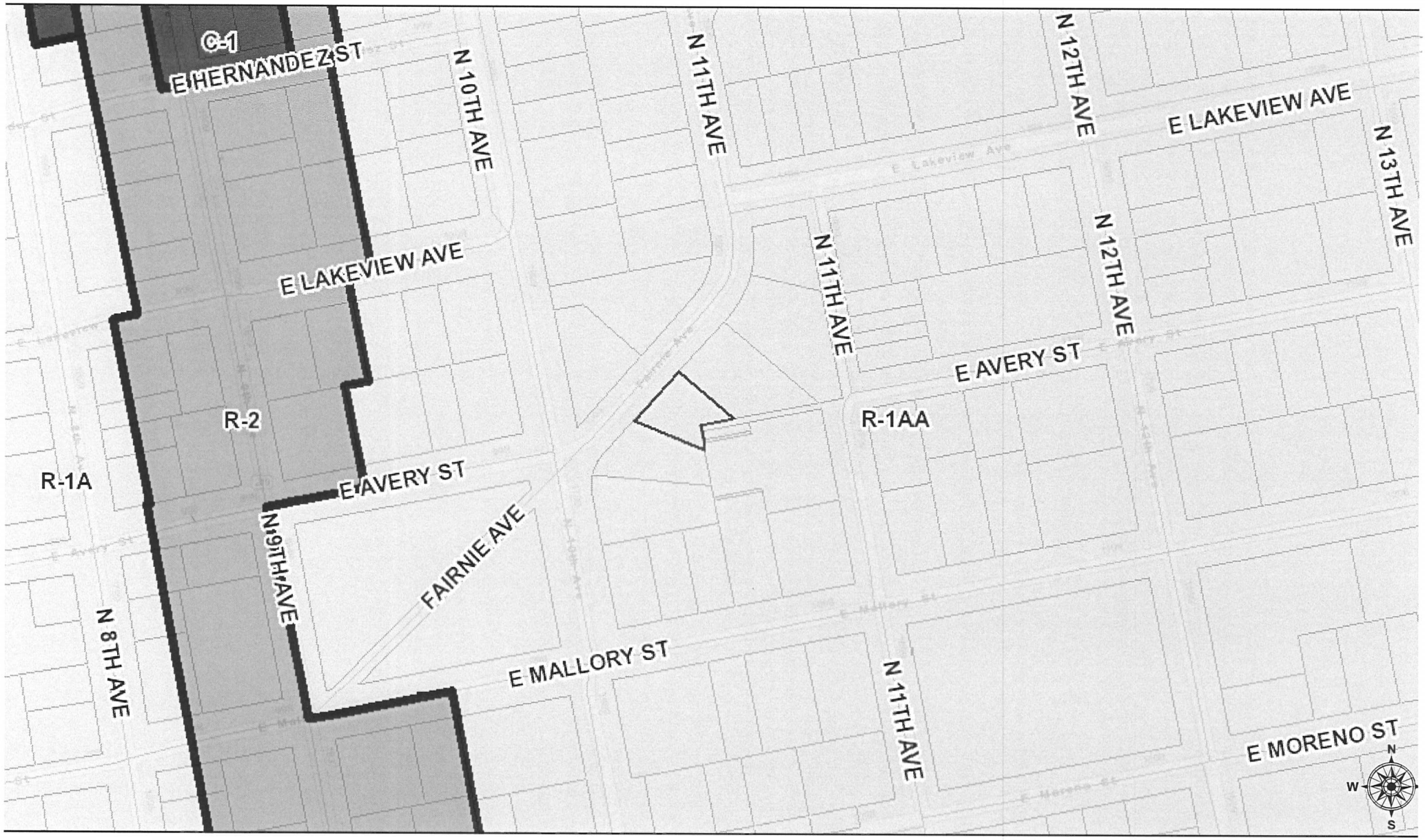
CERTIFICATE OF APPROVAL OF CITY PLANNING BOARD

I Don Ellis, chairman of the Planning Board of The City of Pensacola, Florida, hereby certify that the within plat presented to said Board at their meeting held on the 4th day of April, 1949 was approved for filing by said Board and I, as chairman of said Board was instructed by it to so certify

Don Ellis
Chairman, Planning Board City of Pensacola

PB 2 PG 65

GoMaps



arch 8, 2017

1:3,001

0 0.025 0.05 0.1 mi

0 0.04 0.08 0.16 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, E
Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIn
NGCC, © OpenStreetMap contributors, and the GIS User Community

RIGHT OF WAY VACATION
REQUESTED BY MR CAMPBELL

August 2017

REQUEST TO VACATE AVERY STREET RIGHT OF WAY

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.

MINUTES OF THE PLANNING BOARD
August 8, 2017

MEMBERS PRESENT: Danny Grundhoefer, Kurt Larson, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Chairman Paul Ritz, Jared Moore, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Amy Hargett, Planning Technician

OTHERS PRESENT: Dax Campbell, Dean Dalrymple, Christian Wagley, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Swearing in of Members
- Approval of Meeting Minutes from July 11, 2017
- New Business:
    1. Request for ROW Vacation of the 1000 Block Avery Street
    2. Request for Final Plat Approval for Girard Place Phase I Subdivision
    3. Consider Zoning and FLUM Amendment for Airport Annexation Parcels
- Open Forum
- Adjournment

Call to Order / Quorum Present
As acting Chair, Mr. Larson called the meeting to order at 2:10 pm with a quorum present.

Swearing in of members - Mr. Larson, Mr. Monk, Mr. Grundhoefer and Ms. Campbell were sworn in by the City Clerk's Office.

Approval of Meeting Minutes
Mr. Grundhoefer made a motion to approve the July 11, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street
Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue. This request was considered and denied by the Board in their June meeting, however, the previous application contained an agreement between the parties which contained contingencies. The applicant has submitted a new signed agreement and survey indicating the proposed division of the right-of-way if approved by the City. The one outlying issue when the Board considered the application in June has been resolved.

Mr. Dax Campbell stated the City would deed the north 10' to the northern property owner and the south 10' to the southern property owner. Ms. Deese clarified that the portion of the property which abuts Mr. Campbell's property, since he owns the property to the south, will be deeded entirely to him on the western portion of the right-of-way. Ms. Campbell pointed out there were signatures from the other homeowners involved which supported the request.

Ms. Campbell made a motion to approve, seconded by Mr. Monk, and it carried unanimously.

Request for Final Plat Approval for Girard Place Phase I Subdivision

Rebol-Battle & Associates has submitted a request for Final Plat approval for "Girard Place – Phase I" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant.

The application under review contains 11 lots in addition to the remainder of the parent parcel. With this submittal, the townhouse blocks are completely surrounded by the common area/parent parcel. The development remains consistent with the approved Preliminary Plat. Ms. Deese pointed out an important comment addressing access was included in information provided to the Board.

Mr. Rebol addressed the Board. He advised with the common area access to the lots, setback regulations were achieved for the Governmental Center District (GCD), and the project had received aesthetic approval.

Mr. Wagley referenced the plat standards in Section 12-8-8 of the Code; one of those requirements applies to the setbacks. This project was determined to be in the dense business area which required a 10' maximum setback, meaning buildings cannot be set more than 10' from the front property line. He did not observe the maximum setback illustrated on the current plat.

Mr. Grundhoefer stated he understood the reasoning for building to the 10' in the Code, requiring buildings to be up against the street. Ms. Deese explained in the Land Development Code, the Historic District spells out that it should be from the right-of-way, whereas the GCD does not. She pointed out the challenges for the Board with platting and subdivision approval, and that the Board was to take the technical comments and make sure they were addressed. She advised interpretations are provided from the technical experts who perform these actions day to day; they had stated this project met the technical requirements of the Code. Mr. Grundhoefer explained he thought the developer was trying to find a loophole to push the buildings back, setting cars in front of the property. Ms. Campbell felt the builders were within their legal rights with the easement in place. Mr. Rebol clarified that it was not an easement but a real piece of property and part of the common lot. He explained there was the right-of-way line, then a piece of property, then the newly created lots. He stated the application for review was a plat and not based on what's going to be there or what it is going to look like; the developer could sell it, and it might be a totally different product. However, in proceeding in this way, the builder was meeting the 10' maximum setback requirement. Ms. Deese verified setbacks were measured from the property line and not from the right-of-way; again, the Historic District spells out right-of-way which the other districts do not. Mr. Grundhoefer suggested the applicant was not complying with the intent of the Code. Mr. Rebol advised that perhaps the Code needed to be reviewed for items which keep falling into loopholes.

Mr. Monk pointed out when the Board approves something, it sets a precedent, and he was hesitant to approve. Ms. Deese clarified for the record that the platting process was very technical, and if all the technical comments had been addressed, the Board was obligated to approve the request. She explained the function of the Board was to ensure the technical comments were received and addressed. On other agenda items such as rezoning, conditional uses or aesthetic review, the Board could exercise its opinions, however, in platting it could not.

Scott Sallis addressed the Board and explained this project had been burdened with many hurdles including stormwater requirements which point out water cannot drain toward the street.

There were issues with Gulf Power determining they could not route utilities where they desired in the common area. The section of land in the front allowed them to meet those technical issues. He pointed out they were not coming to the Board in the spirit of manipulation to not comply with the dense business area requirement. He stated this was an odd obscure part of the Code which was originated when he sat on the Planning Board. He stated that this requirement should be removed from the Code. He pointed out that if the Planning Board was to determine the applicant met the regulations, and they clearly have, the Board was obligated to approve.

Ms. Campbell felt that after hearing staff's comments, the Board's responsibility was to address what was on the table and made a motion to approve, and the motion failed for lack of a second.

Mr. Wagley emphasized the elements of the Code needed to be listed on the plat document; the maximum setback for the dense business area was not listed and constituted a deficiency. Ms. Deese stated staff did review and considered having the plat amended to add the build-to line. In reading the Code, the underlying zoning is the requirement on the plat. Not knowing what may happen with the GCD, staff opted to leave as is and not create confusion for the future. There is no legal requirement to place the build-to line on the plat since it is not within the underlying district but instead in an area. She clarified that the Board was a recommending board to City Council, so the Board could approve or deny. The applicant has the option to move forward to City Council at their choosing even with a denial. In considering platting with City Council, it then becomes a quasi-judicial hearing, so the function would become different with Council making their own decision. She clarified that since this Board is a recommending body, there would be no appeal from the decision today because it is not a final decision.

Mr. Grundhoefer made a motion to deny, seconded by Mr. Monk. The motion failed with 2 supporting and 2 dissenting (Ms. Campbell and Mr. Larson).

Consider Zoning and FLUM Amendment for Airport Annexation Parcels

Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 15-17 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established. Ms. Deese explained all of the property annexed was owned by the airport, and this request was a formality to bring zoning into compliance from county zoning to city zoning. Mr. Grundhoefer asked if the airport needed more land and would grow into those residential lots. Ms. Deese indicated that was not the case, but it was a buffer to remove residences which were impacted by the airport operations.

Mr. Grundhoefer made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Deese stated the applicant for the 9th Avenue property missed the deadline for August but would possibly present in September.

Adjournment – With no further business, Acting Chairman Larson adjourned the meeting at 2:53 pm.

Respectfully Submitted,

Brandi C. Deese
Secretary to the Board

MINUTES OF THE PLANNING BOARD
June 13, 2017

MEMBERS PRESENT: Paul Ritz-Chairman, Danny Grundhoefer, Jared Moore, Nina Campbell, Kurt Larson

MEMBERS ABSENT: Kyle Owens, Nathan Monk

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Victoria D'Angelo and Helen Gibson, CRA, Don Kraher, Council Executive

OTHERS PRESENT: Mick Novota, Greg Worley, Robert Rice, Dax Campbell, Diane Mack

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 9, 2017
- Request for ROW Vacation of the 1000 Block Avery Street
- Request for ROW Vacation of the 700 Block Commendencia Street – Ferry Landing Project
- Request Variance Approval for the 700 Block Commendencia Street – Ferry Landing Project
- Request Aesthetic Approval of 700 Block of Commendencia Street – Ferry Landing Project
- Request for Preliminary Plat Approval for River Birch Subdivision
- Request for Preliminary Plat Approval for Girard Place Phase I Subdivision
- Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District
- Consider Amendment to LDC Section 12-12-8 Regulation of Patron's Dogs at Permitted Food Service Establishments
- Consider Amendment to Eastside Neighborhood Plan
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:03 pm with a quorum present. He gave instructions to the audience on the rules and procedures of the Board.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the May 9, 2017 minutes, seconded by Mr. Grundhoefer, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue.

The applicant indicates the reason for the request is to enable him to have a somewhat symmetric parcel and to allow him to install a privacy fence along the new rear property line. The applicant is only interested in the portion which abuts his property. He has indicated the remainder of the right-of-way could be equally divided between the property owners of 1015 Fairnie Avenue and 1717 N. 11th Avenue. He has indicated both abutting neighbors are in agreement with the request; however, both have signed with contingencies. In initial discussions the rationale for this request was that the applicant could gain additional square footage in order to split the lot and construct two dwellings instead of the one dwelling currently permitted by code. There is a potential for future variance requests to the Zoning Board of Adjustment, which would be self-created by this present request.

Dax Campbell explained they wanted to make the property more symmetrical and install a privacy fence. Both adjacent property owners were in agreement. He explained the contingencies were that he no longer use the easement in the future and install a fence across it. Chairman Ritz asked how the adjacent property owners would maintain their access, and Mr. Campbell advised at the moment he was not aware they were maintaining it. Mr. Joel Campbell explained the easement was like a road they drive in to access the rear of their house. On the Fairnie property, the neighbor does not have access to Fairnie Avenue, so they drive around to Avery and come in the back way. He advised when they demolish the home and rebuild, they will use the front entrance on Fairnie to access the property. Chairman Ritz pointed out at the present time the property belongs to Pensacola and is used by the neighbors who abut it. Since this would allow public property to be placed in the hands of a private individual, how would the Board become satisfied that Mr. Bell and Mr. Broadley (neighbors) still maintain access, and that all citizens are treated fairly. Dax Campbell stated on the rear corner of the property, he would be constructing a fence. When the neighbors access the easement, they turn in before the corner, and this would not impede their access. Ms. Campbell pointed out this is public property being handed over, and would it make more sense to address this as an individual vacation of right-of-way just for the portion needed? Ms. Deese advised that we don't typically vacate portions of rights-of-way for a variety of reasons. It is shown as 20' wide, which means each property owner would get half. Mr. Campbell would get the entire portion because his property abuts the right-of-way on the north and the south.
Mr. Grundhoefer explained the Board needed a legal description to show how the neighbors' contingencies for access were met. Chairman Ritz pointed out those contingencies needed to be clearly resolved. Dax Campbell asked for clarification on what the Board required, and Chairman Ritz advised some kind of legal description/survey from a licensed firm was needed. Even if Mr. Bell and Mr. Broadley were not present and they signed the legal description/survey, with the fence location indicated, the Board would have a much easier time accepting and approving the vacation. Ms. Deese explained the Board could table the item but she would recommend the Board specify the length of time instead of being bound to the 45-day requirement. **Mr. Grundhoefer made a motion to deny as presented without prejudice, seconded by Ms. Campbell, and it carried unanimously.**

Request for ROW Vacation of the 700 Block Commendencia Street – Ferry Landing Project

Chairman Ritz advised since his business was involved with this project, he recused himself from the discussion and voting on the item.
The Port of Pensacola is requesting to vacate the portion of the right-of-way of Commendencia Street directly adjacent to properties owned by the City of Pensacola, including the Port of Pensacola. Although the application indicates this is a request to vacate Pine Street, the proposed area has been identified as the 700 Block of Commendencia Street by the appropriate City departments. The applicant indicates the reason for the request is to enable this portion of the existing right-of-way to function more as a driveway between the proposed Ferry Landing ticket concession building and the parking area accommodating the passengers. As such, it provides more direct access to the users. The City of Pensacola is the sole adjacent property owner to this section of Commendencia Street.

6/27/2017

To: City of Pensacola Planning Review Board

Please see the attached revised survey showing parcel D (with legal description) being divided and will be deeded back to Mr. Broadley and Mr. Bell. There are no contingencies remaining as the fence is now notated on the revised survey that Mr. Bell requested. Mr. Broadley fully understands he will be deeded the north ten feet of the right-of-way. Mr. Bell fully understands he will be deeded the south ten feet of the right-of-way. Joel Campbell will not use the right-of-way for access to his property.

Joel Campbell _____

Robert Broadley _____

Keith Bell _____

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 40-17 City Council 10/12/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 40-17 PROVIDING FOR A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR THE INSTALLATION OF WIRELESS FACILITIES IN CITY RIGHTS-OF-WAY IN ORDER TO ALLOW AN OPPORTUNITY FOR THE CITY TO DEVELOP REGULATIONS CONSISTENT WITH THE "ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT"

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 40-17 on second reading.

> AN ORDINANCE DECLARING, ESTABLISHING AND IMPOSING A TEMPORARY MORATORIUM WITHIN THE CITY OF PENSACOLA, FLORIDA ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS, AND ISSUANCE OF ANY PERMITS PERTAINING TO COLLOCATION ON EXISTING OR THE INSTALLATION OF NEW UTILITY POLES AND OTHER WIRELESS SUPPORT STRUCTURES IN THE RIGHT-OF-WAY TO SUPPORT SMALL WIRELESS FACILITIES OR MICRO WIRELESS FACILITIES FOR A PERIOD OF 120 DAYS, IN ORDER TO ALLOW AN OPPORTUNITY FOR THE CITY TO DEVELOP REGULATIONS CONSISTENT WITH CHAPTER 2017-136, LAWS OF FLORIDA, WHICH BECAME EFFECTIVE JULY 1, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On June 23, 2017, Governor Rick Scott passed into law, the Advanced Wireless Infrastructure Deployment Act ("Act") (HB 687/SB 596), effective July1, 2017. This state legislation substantially changes the rights of cities and counties in regulating the installation of wireless communication facilities in public rights-of-way.

The Act amends F.S., Section 337.401 and grants wireless service providers and infrastructure companies access to public rights-of-way for the installation of wireless facilities, including: 1) collocation of small cell facilities on government-owned poles; 2) installation of new poles to accommodate facilities; 3) installation of

ground mounted equipment; and 4) installation of micro cells.

The new law provides requirements that local governments must follow to process applications, including a general time frame of 60 days to act on applications. Cities and counties may provide for bonds, insurance, abandonment and other matters by ordinance. The Act affords limited bases for denial of applications, including public safety. Further, installation is subject to applicable codes, including local codes or ordinances adopted to implement the Act, and that may include objective design standards to address reasonable design, material, color, stealth, spacing and location standards for ground mounted equipment and small wireless facilities.

The purpose of the proposed ordinance providing for a moratorium on applications to install small and micro wireless communications facilities in the right-of-way is to provide the City of Pensacola time to amend its wireless communication facility ordinance to ensure its compliance with the Advanced Wireless Infrastructure Deployment Act and to provide for reasonable regulations concerning such facilities.

In recent months, many local governments, including the City of West Palm Beach and the City of Jacksonville, have adopted similar moratoria to allow necessary time to review existing ordinances and develop regulations consistent with the Act. The moratorium allows the City to temporarily suspend the application and issuance of permits for the installation of wireless facilities within the City's rights-of-way until the appropriate ordinances reasonably regulating such installations may be in place.

PRIOR ACTION:

September 14, 2017 - City Council voted to approve Ordinance No. 40 - 17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

9/1/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Lysia H. Bowling, City Attorney

ATTACHMENTS:

1) Proposed Ordinance No. 40-17

PRESENTATION: No

PROPOSED
ORDINANCE NO. 40-17

ORDINANCE NO. _____

AN ORDINANCE DECLARING, ESTABLISHING AND IMPOSING A TEMPORARY MORATORIUM WITHIN THE CITY OF PENSACOLA, FLORIDA ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS, AND ISSUANCE OF ANY PERMITS PERTAINING TO COLLOCATION ON EXISTING OR THE INSTALLATION OF NEW UTILITY POLES AND OTHER WIRELESS SUPPORT STRUCTURES IN THE RIGHT-OF-WAY TO SUPPORT SMALL WIRELESS FACILITIES OR MICRO WIRELESS FACILITIES FOR A PERIOD OF 120 DAYS, IN ORDER TO ALLOW AN OPPORTUNITY FOR THE CITY TO DEVELOP REGULATIONS CONSISTENT WITH CHAPTER 2017-136, LAWS OF FLORIDA, WHICH BECAME EFFECTIVE JULY 1, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Pensacola as set forth at Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes and other applicable controlling law; and

WHEREAS, during the 2017 Legislative Session, the state legislature passed House Bill 687 amending Florida Statutes Section 337.401, creating what is known as the "Advanced Wireless Infrastructure Deployment Act"; and

WHEREAS, such legislation was approved by the Governor on June 23, 2017, and became effective on July 1, 2017 under Chapter 2017-136, Laws of Florida (referred to herein as the "Law"); and

WHEREAS, the Law establishes a process by which wireless providers may place certain "small wireless facilities" and "micro wireless facilities" (as such terms are defined in the Law) on, under, within, or adjacent to certain utility poles or wireless support structures within public rights-of-way that are under the jurisdiction and control of an "authority" (i.e., a county or municipality having jurisdiction and control of the rights-of-way of any public road); and

WHEREAS, the law further provides that local government entities are authorized to prescribe and enforce reasonable rules or regulations with reference to placing and maintaining across, on, or within the right-of-way limits of any road under their respective jurisdictions any wireless facilities; and

WHEREAS, the City currently has regulations pertaining to wireless facilities within its Code of Ordinances, specifically codified within Chapter 12 of the City's Land Development Code which need to be evaluated in light of the Law; and

WHEREAS, City staff has not had adequate time to evaluate the impacts or address local issues that are presented by the Law and take action accordingly; and

WHEREAS, City staff has been directed to analyze the effects of the Law and existing zoning regulations to analyze criteria for issuance of permits for small wireless facilities and micro wireless facilities in the public rights-of-way in compliance with the new legislation and to make recommendations that will better promote the health, safety, morals and general welfare of the City; and

WHEREAS, the City has determined that it is in the best interest of the residents of the City to protect the general public health, safety, and welfare by studying and planning for this new technology, including how to best support this new technology as provided in the Law and address potential impacts on the quality of life and the surrounding community within the parameters of authority granted in the new Law; and

WHEREAS, the City Council finds and declares a need to temporarily suspend the further acceptance and processing of applications, and issuance of any permits or approvals pertaining to collocation on existing or the installation of new utility poles and other wireless support structures in the public rights-of-way to support small wireless facilities or micro wireless facilities for a period of 120 days, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1: Findings of Fact: The City Council finds and declares that:

(1) All of the statements set forth in the foregoing recitals to this Ordinance are true and correct and are hereby ratified, affirmed and made a part of this Ordinance.

(2) For the purposes set forth herein, it is in the best interest of the general public and there exists a need to declare a moratorium on the issuance of permits or approvals for small wireless facilities or micro wireless facilities in the public rights-of-way in order for City staff to study controlling law regarding Chapter 2017-136, Laws of Florida and make recommendations to the City Council as to the modifications of City regulations that should be considered by it.

(3) The City of Pensacola has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 2. That a temporary moratorium is hereby imposed on the submission and processing of applications and any issuance of permits pertaining to collocation on existing or the installation of new utility poles or other wireless support structures in the right-of-way to support small wireless facilities or micro wireless facilities (as referenced in Section 337.401, Florida Statutes) within the corporate limits of the City of Pensacola. While the temporary moratorium is in effect, the City shall temporarily suspend all activities relating to accepting, processing or approving any application relating to the establishment or operation of a small wireless facility or micro wireless facility (as referenced in Section 337.401, Florida Statutes) in order for the City to have the time and opportunity necessary to implement a framework of authorized regulation and fee structure as provided in the newly enacted portions of Section 337.401, Florida Statutes.

SECTION 3. Duration of moratorium/extension.

a) The temporary moratorium set forth in this Ordinance shall take effect immediately upon the effective date of this Ordinance and shall be terminated one hundred twenty (120) days after said effective date.

b) No applications for approvals subject to the moratorium will be accepted by the City until the moratorium has expired, unless this Ordinance is superseded by a subsequent duly enacted Ordinance of the City of Pensacola governing the same subject matter herein.

c) The City Council may extend the temporary moratorium established in this Ordinance by enactment of an ordinance upon a finding by the City Council set forth in the ordinance that the

problems giving rise to the need for the temporary moratorium established herein continue to exist.

SECTION 4. Boundaries. This Ordinance shall be applicable to all properties within the boundaries of the City of Pensacola.

SECTION 5. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. 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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00571 City Council 10/12/2017

DISCUSSION ITEM

FROM: City Council Member Sherri F. Myers

SUBJECT:

EVALUATION PROCESS FOR CITY COUNCIL STAFF

SUMMARY:

Section 4.02(a) of the City Charter allows for the City Council to have certain staff members. In the normal course of action, a mechanism needs to be in place in order to evaluate these staff members.

The Council Executive has created evaluation forms for staff along with a process to be followed for evaluation purposes for your consideration and discussion.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Council Executive Performance Evaluation Form
2) Executive Assistant to Council Performance Evaluation Form
3) Executive Assistant Performance Evaluation Form

PRESENTATION: No

City of Pensacola

Performance Evaluation

Council Executive

PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the City Council, the Council President and the Council Executive concerning the performance of the Council Executive in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

1. The Council Executive prepares a memorandum to the City Council including his/her self-evaluation
2. The Council Executive will provide evaluation forms for completion at Council Member discretion
3. Completed forms will be forwarded to a member of Council Staff where the results will be tabulated and provided to the Council President
4. For each category, scores will be compiled and averaged for a composite score for that category
5. The Council President will prepare an evaluation for review with the Council Executive and presentation to the City Council along with any proposed salary increase if/when appropriate

INSTRUCTIONS

Review the employees work performance for the entire period; try to refrain from basing judgement on recent events or isolated incidents only. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for the job to which assigned considering the length of time in the job. Check (√) the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below.

PERFORMANCE EVALUATION

Council Executive **Date: _____**

RATING SCALE DEFINITIONS (1-5)

Unsatisfactory (1) -	The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
Improvement (2) - Needed	The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance
Meets Job (3) - Standard	The employee's work performance consistently meets the standards of the position
Exceeds Job (4) - Standard	The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance
Outstanding (5) -	The employee's work performance is consistently excellent when compared to the standards of the job
Not Observed (NO)	The employee's work performance was not observed during this evaluation period.

I. Performance Evaluation and Achievements

1. Staff Oversight	**1**	**2**	**3**	**4**	**5**	**NO**
A. Overseeing and coordinating work of the Office of City Council	___	___	___	___	___	___
B. Ensures staff payroll is completed and approved	___	___	___	___	___	___

C. Ensures PTO is efficiently, and effectively coordinated	___	___	___	___	___	___
D. Supervising and evaluating Office of City Council employees	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

2. Meeting Attendance	**1**	**2**	**3**	**4**	**5**	**NO**
A. Attends all meetings of the City Council	___	___	___	___	___	___
B. Attends meetings of other Council Boards, Commissions and Authorities	___	___	___	___	___	___
C. Provides information to Boards, Commissions and Authorities when requested	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

3. Agenda Preparation	**1**	**2**	**3**	**4**	**5**	**NO**
A. Coordinating agenda preparation, overseeing coordination of presentations and assembling supporting documents for City Council Agenda Items	___	___	___	___	___	___

	1	2	3	4	5	NO
B. Assists Council Members in assembling information and preparation of agenda items	___	___	___	___	___	___
C. Works with the City Clerks Office, Administration and other departments in agenda preparation	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

4. Collaboration on Initiatives	1	2	3	4	5	NO
A. Collaborating with members of City Council in the development of initiatives	___	___	___	___	___	___
B. Provide research assistance in gathering information for Council initiatives	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

5. Council Assistance	1	2	3	4	5	NO
A. Conducts studies and collection of information on City Council operational and administrative matters, analyzing data, drawing	___	___	___	___	___	___

conclusions, and preparing reports and presentations						
B. Remains current with Local, State, and Federal legislation that may affect the City and submits reports to the Council containing results of analysis and proposed actions	___	___	___	___	___	___
C. Schedules meetings with Council Members, City Staff, the Mayor, and citizens	___	___	___	___	___	___
D. Assists citizens by conferring with those who request service information or who make complaints. Investigates such contacts, taking action or referring them to the appropriate party	___	___	___	___	___	___
E. Briefs the Council President on items relevant to upcoming Council meetings, as well as providing information and guidance where appropriate	___	___	___	___	___	___
F. Provides reports to the City Council Members on matters of importance to the City	___	___	___	___	___	___
G. Provides input, guidance and assistance to Council Members where requested and appropriate	___	___	___	___	___	___
H. Maintains confidentiality of Council Member matters and maintains adherence to the Sunshine Law	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

6. Budget Oversight	**1**	**2**	**3**	**4**	**5**	**NO**
A. Develops, maintains and monitors Office of the City Council budget	___	___	___	___	___	___
B. Assists City Council in review and approval of the City Budget	___	___	___	___	___	___
C. Schedules yearly Budget Workshops	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

Achievements relative to goals and objectives for this evaluation period:

_____
_____
_____
_____
_____

II. Summary Rating

Overall Performance Rating – Considering the results obtained against established performance standards, as well as overall job performance, the following rating is provided:

Unsatisfactory _____

Improvement Needed _____

Meets Job Standards _____

Exceeds Job Standards _____

Outstanding _____

Comments: _____
_____
_____
_____
_____

III. Future Goals and Objectives

Specific goals and objectives to be achieved in the next evaluation period:

_____
_____
_____
_____
_____
_____

Employee Comment: _____
_____
_____
_____
_____

_____ _____
Council Executive Date

_____ _____
Council President Date

City of Pensacola

Performance Evaluation

Executive Assistant to Council

PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the City Council, the Council President, the Council Executive and Council staff concerning the performance of the Executive Assistant to Council in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

1. The Council Executive prepares a memorandum to the City Council including the Executive Assistant to Council evaluation
2. The Council Executive will provide evaluation forms for completion at Council Member discretion
3. Completed forms will be forwarded to a member of Council Staff where the results will be tabulated and provided to the Council President
4. For each category, scores will be compiled and averaged for a composite score for that category
5. The Council Executive will prepare an evaluation for review with the Executive Assistant to Council and presentation to the City Council along with any proposed salary increase if/when appropriate

INSTRUCTIONS

Review the employees work performance for the entire period; try to refrain from basing judgement on recent events or isolated incidents only. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for the job to which assigned considering the length of time in the job. Check (√) the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below.

PERFORMANCE EVALUATION

Council Executive **Date: _____**

RATING SCALE DEFINITIONS (1-5)

Unsatisfactory (1) -	The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
Improvement (2) - Needed	The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance
Meets Job (3) - Standard	The employee's work performance consistently meets the standards of the position
Exceeds Job (4) - Standard	The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance
Outstanding (5) -	The employee's work performance is consistently excellent when compared to the standards of the job
Not Observed (NO)	The employee's work performance was not observed during this evaluation period.

I. Performance Evaluation and Achievements

1. Council Assistance	**1**	**2**	**3**	**4**	**5**	**NO**
A. Receives phone calls for City Council; responds to requests for information and appointments	___	___	___	___	___	___
B. Schedules appointments for and with Council Members	___	___	___	___	___	___

C. Coordinates and schedules meetings	___	___	___	___	___	___
D. Coordinates scheduling use of Council Chambers, Hagler-Mason, Whibbs and 3rd Floor Conference Rooms	___	___	___	___	___	___
E. Reviews and prepares briefs for City Council's attention of news articles, reports, bulletins and other materials	___	___	___	___	___	___
F. Composes letters and memoranda for the City Council's signature	___	___	___	___	___	___
G. Maintains files and records for the Office of the City Council	___	___	___	___	___	___
H. Is responsive to Council Members requests for assistance and information	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

2. Agenda Preparation	**1**	**2**	**3**	**4**	**5**	**NO**
A. Assists in the preparation of Agenda items, including the backup materials	___	___	___	___	___	___
B. Assists in the preparation of materials for work sessions	___	___	___	___	___	___
C. Reviews agenda items for completeness and accuracy	___	___	___	___	___	___

D. In consultation with Council Executive prepares the Agenda for Council President review	___	___	___	___	___	___
E. Posts the Agenda for the Public in a timely fashion	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

3. Meetings	**1**	**2**	**3**	**4**	**5**	**NO**
A. Attends City Council meetings, Assisting the Public with the completion of request to speak cards	___	___	___	___	___	___
B. Assures that meeting rooms are properly scheduled and that the facilities Manager has an up-to-date list of upcoming meetings / times	___	___	___	___	___	___
C. Coordinates and facilitates the acquisition of refreshment items needed for Council meetings and special events	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

4. Travel / Training	**1**	**2**	**3**	**4**	**5**	**NO**
A. Works up itineraries and makes travel arrangements for the City Council and Council Executive	___	___	___	___	___	___
B. Tracks Council Member travel and training funds, notifying Council Members of the status of funds available for use	___	___	___	___	___	___
C. Provides reminders to Council of required training and/or other obligations required of Elected Officials, where appropriate	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

5. Budget Oversight	**1**	**2**	**3**	**4**	**5**	**NO**
A. Assists in the development of the Office of the City Council budget	___	___	___	___	___	___
B. Completes the necessary documents within the budgeting process, in accordance with the Budget Prep Manual	___	___	___	___	___	___
C. Pays outstanding invoices of the Office of City Council	___	___	___	___	___	___
D. Coordinates with the Finance Dept for the transferring of funds between accounts when necessary ___	___	___	___	___	___	

E. Maintains the Travel and Training budget for City Council members ___ ___ ___ ___ ___ ___

F. Maintains, tracks and ensures compliance with the use of City Council Discretionary Funds ___ ___ ___ ___ ___ ___

Comments: _____
_____
_____
_____

Score _____

Achievements relative to goals and objectives for this evaluation period:

_____
_____
_____
_____
_____

II. <u>Summary Rating</u>

Overall Performance Rating – Considering the results obtained against established performance standards, as well as overall job performance, the following rating is provided:

Unsatisfactory _____

Improvement Needed _____

Meets Job Standards _____

Exceeds Job Standards _____

Outstanding _____

Comments: _____
_____
_____
_____
_____

III. Future Goals and Objectives

Specific goals and objectives to be achieved in the next evaluation period:

_____
_____
_____
_____
_____
_____

Employee Comment: _____
_____
_____
_____
_____

_____	_____
Executive Assistant to Council	Date
_____	_____
Council Executive	Date
_____	_____
Council President	Date

City of Pensacola

Performance Evaluation

Executive Assistant

PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the City Council, the Council President, the Council Executive and Council staff concerning the performance of the Executive Assistant in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

1. The Council Executive prepares a memorandum to the City Council including the Executive Assistant evaluation
2. The Council Executive will provide evaluation forms for completion at Council Member discretion
3. Completed forms will be forwarded to a member of Council Staff where the results will be tabulated and provided to the Council Executive
4. For each category, scores will be compiled and averaged for a composite score for that category
5. The Council Executive will prepare an evaluation for review with the Executive Assistant and presentation to the City Council along with any proposed salary increase if/when appropriate

INSTRUCTIONS

Review the employees work performance for the entire period; try to refrain from basing judgement on recent events or isolated incidents only. Disregard your general impression of the employee and concentrate on one factor at a time.

Evaluate the employee on the basis of standards you expect to be met for the job to which assigned considering the length of time in the job. Check (√) the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below.

PERFORMANCE EVALUATION

Council Executive **Date: _____**

RATING SCALE DEFINITIONS (1-5)

Unsatisfactory (1) -	The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
Improvement (2) - Needed	The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance
Meets Job (3) - Standard	The employee's work performance consistently meets the standards of the position
Exceeds Job (4) - Standard	The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance
Outstanding (5) -	The employee's work performance is consistently excellent when compared to the standards of the job
Not Observed (NO)	The employee's work performance was not observed during this evaluation period.

I. Performance Evaluation and Achievements

1. Council Assistance	**1**	**2**	**3**	**4**	**5**	**NO**
A. Responds to telephone inquiries and requests for information	___	___	___	___	___	___
B. Schedules meetings with civic groups concerning speaking engagements	___	___	___	___	___	___

C. Coordinates and schedules meetings	___	___	___	___	___	___
D. Assists Executive Assistant to Council in coordinating the scheduling use of Council Chambers, Hagler-Mason, Whibbs and 3rd Floor Conference Rooms	___	___	___	___	___	___
E. Reviews appointment book for any meetings	___	___	___	___	___	___
F. Types letters and memorandums	___	___	___	___	___	___
G. Assists Council Executive in conducting research and retrieving necessary documents to facilitate Council member requests	___	___	___	___	___	___
H. Is responsive to Council Members requests for assistance and information	___	___	___	___	___	___
I. Scans newspaper, internet and social media for news items relevant to matters impacting the City and City Council	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

2. Agenda Preparation	**1**	**2**	**3**	**4**	**5**	**NO**
A. Assists in the preparation of agenda items, including the backup materials	___	___	___	___	___	___
B. Assists in the preparation of materials for work sessions	___	___	___	___	___	___
C. Reviews agenda items for completeness and accuracy	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

3. Meetings	**1**	**2**	**3**	**4**	**5**	**NO**
A. Attends City Council meetings, assisting the Public with the completion of request to speak cards	___	___	___	___	___	___
B. Assists in ensuring that meeting rooms are properly scheduled and that the facilities manager has an up-to-date list of upcoming meetings / times	___	___	___	___	___	___
C. Assists in Coordinating and facilitating the acquisition of refreshment items needed for Council Meetings and special events	___	___	___	___	___	___

Comments: _____
_____
_____
_____

Score _____

4. Office Assistance	**1**	**2**	**3**	**4**	**5**	**NO**
A. Responds to departmental personnel seeking status information on documents sent for signature, as well as requests for information and documents related to City Council activities	___	___	___	___	___	___
B. Routes or handles incoming mail to the proper Council Member	___	___	___	___	___	___
C. Review the Council Executive appointment schedule and places upcoming meeting on the Council Executives calendar	___	___	___	___	___	___
D. Orders office supplies and supplies requested by City Council members	___	___	___	___	___	___
E. Enters time within the Eden system for Council Staff						

Comments: _____
_____
_____
_____

Score _____

Achievements relative to goals and objectives for this evaluation period:

_____
_____
_____
_____
_____

I. Summary Rating

Overall Performance Rating – Considering the results obtained against established performance standards, as well as overall job performance, the following rating is provided:

Unsatisfactory _____

Improvement Needed _____

Meets Job Standards _____

Exceeds Job Standards _____

Outstanding _____

Comments: _____
_____
_____
_____
_____

III. Future Goals and Objectives

Specific goals and objectives to be achieved in the next evaluation period:

_____
_____
_____
_____
_____
_____

Employee Comment: _____
_____
_____
_____
_____

_____	_____
Executive Assistant	Date
_____	_____
Council Executive	Date
_____	_____
Council President	Date

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00573 City Council 10/12/2017

DISCUSSION ITEM

FROM: City Council Member Sherri F. Myers

SUBJECT:

CITY COUNCIL ISSUANCE OF PROCLAMATIONS

SUMMARY:

A discussion of City Council's ability to issue Proclamations from the Governing Body with discussion as to the criteria to be set forth for such Proclamations.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00159 | City Council | 10/12/2017

SUBJECT:

CITY ADMINISTRATOR COMMUNICATION

Presentations:
City Administrator Communication - Eric W. Olson
Housing Division Presentation - Housing Administrator, Marcie Whitaker

CITY *of*

PENSACOLA

DIVISION OF HOUSING

THE UPSIDE *of* FLORIDA

HOUSING PROGRAMS

- COMMUNITY DEVELOPMENT BLOCK GRANT ***(CDBG)***
- HOME INVESTMENT PARTNERSHIPS PROGRAM ***(HOME)***
- SECTION 8 HOUSING CHOICE VOUCHER ***(HCV)*** PROGRAM
- STATE HOUSING INITIATIVES PARTNERSHIP ***(SHIP)*** PROGRAM
- CITY HOUSING INITIATIVES PROGRAM

HOMEOWNERSHIP PROGRAMS

- **HOME** - 9
- **SHIP** – 107
  - 18 NEW HOMEOWNERS IN THE CITY
- **CITY HOMEBUYER PROGRAM**
  - IMPLEMENT WHEN FUNDING IS AVAILABLE

RESIDENTIAL REHABILITATION PROGRAMS

- **CDBG** – 16
- **HOME** – 7
- **SHIP** – 13
  - 100 NAMES ON THE WAITLIST

THE UPSIDE *of* FLORIDA

COMMUNITY PROGRAMS

- **Council on Aging of West Florida, Inc.**
  - 16,758 meals delivered
- **Code Enforcement**
  - 220 inspections completed
- **Homebuyer Foreclosure Prevention Classes**
  - 79 attendees, 45 met homeownership goal
- **Multi Family Development**
  - Fairfield Manor – $50,000 local match
  - Arc Gateway of West Florida – group home

THE UPSIDE of FLORIDA

RENTAL ASSISTANCE

- **HOME** – Tenant Based Rental Assistance ***(TBRA)*** - 13 homeless families for 12 months

- **HUD** – Veterans Affairs Support Housing ***(VASH)***

  182 vouchers, 100% utilized

- **Section 8 Housing Choice Voucher Program**

  2,288 vouchers, 98% utilization

  1,652 names on the waitlist

THE UPSIDE of FLORIDA

UPCOMING INITIATIVES

- **Amendments to the CDBG 5 Year Consolidated Plan and Annual Action Plan**
  - Neighborhood Initiatives
- **Partnership through Interlocal Agreement with Escambia County Housing Finance Authority**
  – Urban Infill Revolving Loan Program
- **Opportunity to apply for additional HUD VASH vouchers**

THE UPSIDE of FLORIDA

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00202 | City Council | 10/12/2017

SUBJECT:

MONTHLY CRIME REPORT

Police Chief, Tommi Lyter

PENSACOLA POLICE DEPARTMENT

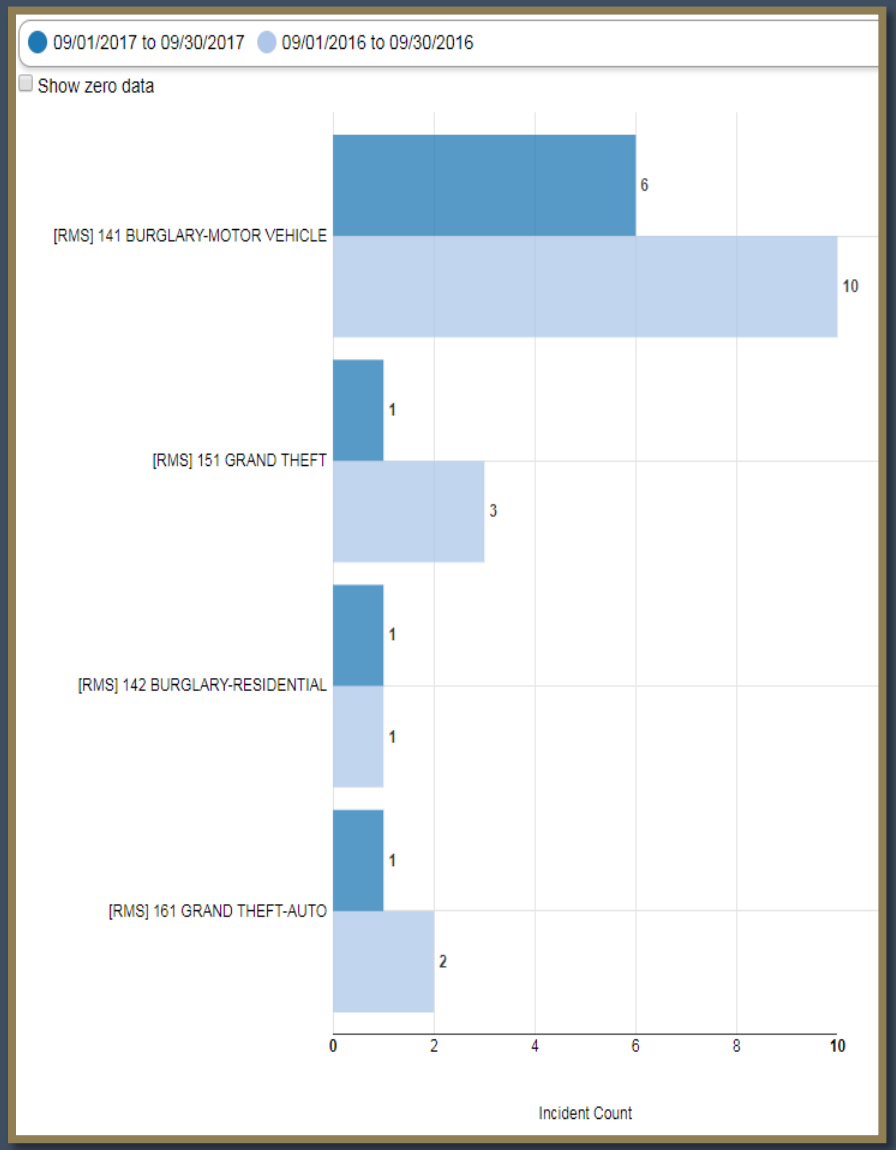
Crime Report

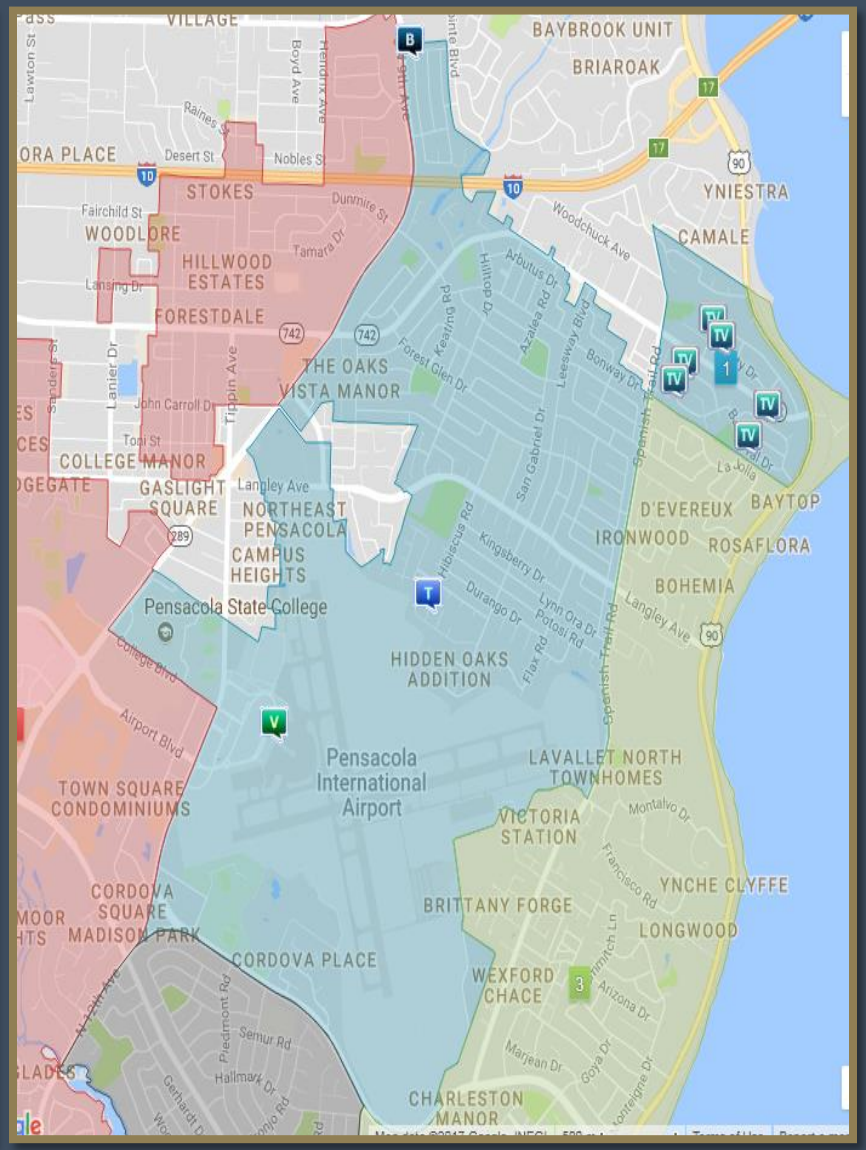
September 2017

September 2016-2017 Comparison- City Limits

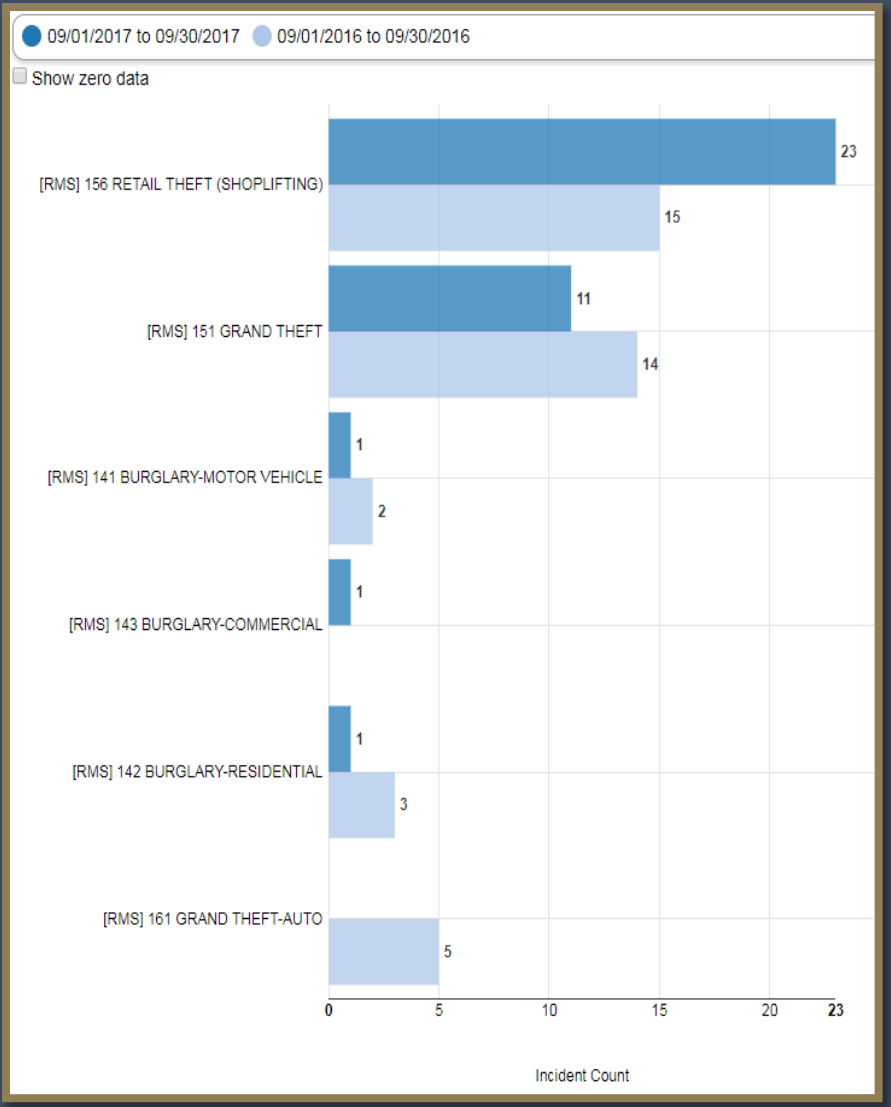
Offense	2016	2017
Homicide	2	0
Robbery w/Firearm	2	0
Robbery w/Knife/Cutting Instrument	1	0
Robbery w/Other Dangerous Instr.	0	0
Strong-Armed Robbery	3	1
Car Jacking	0	0
Aggravated Battery/Assault	14	17
Vehicle Burglary	31	22
Residential Burglary	13	18
Commercial Burglary	2	3
Grand Theft	37	32
Retail Theft	27	34
Grand Theft Auto	18	5

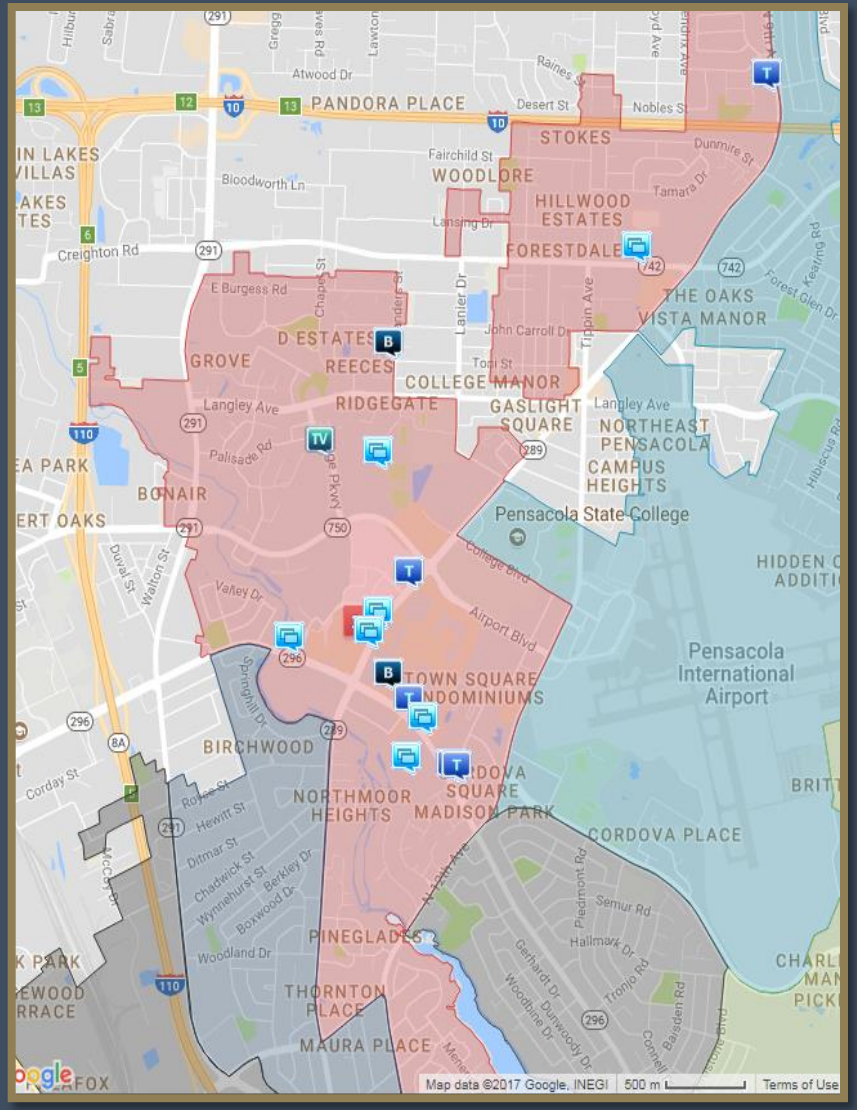
District 1
September 2016-2017 Comparison



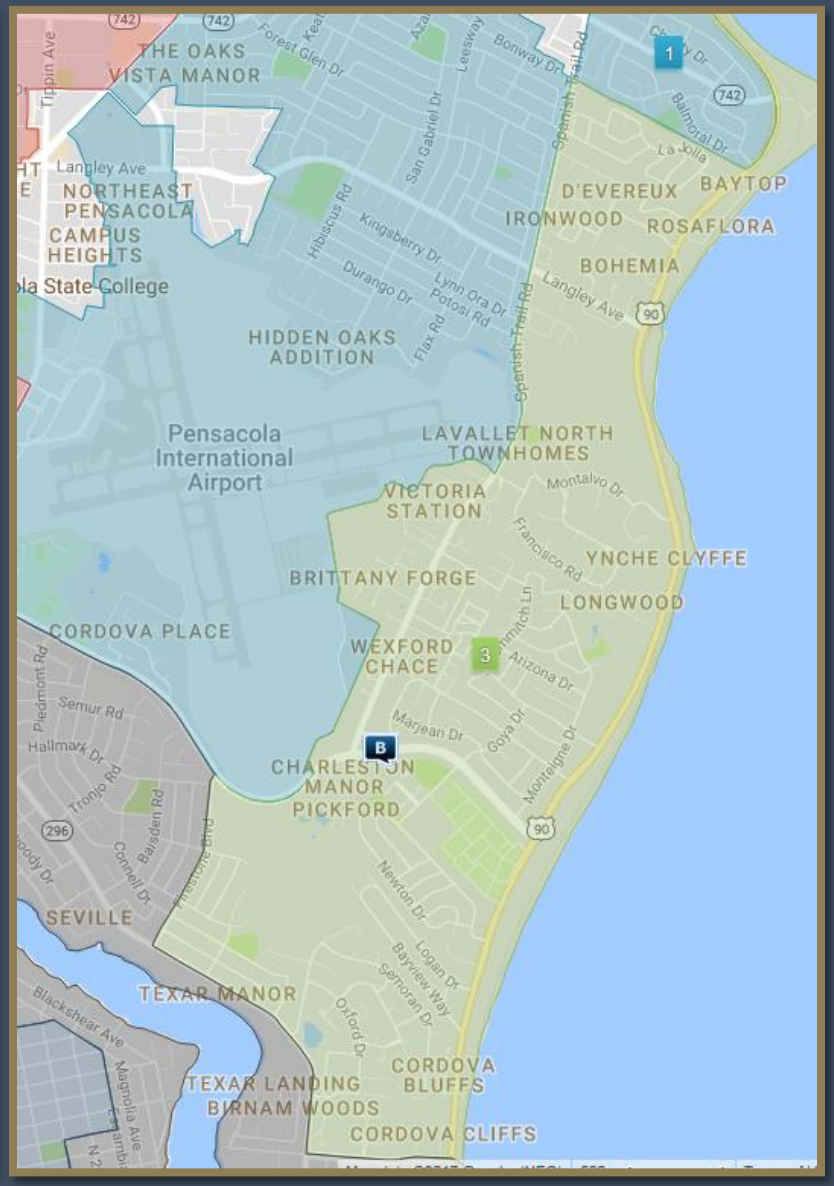


District 2
September 2016-2017 Comparison

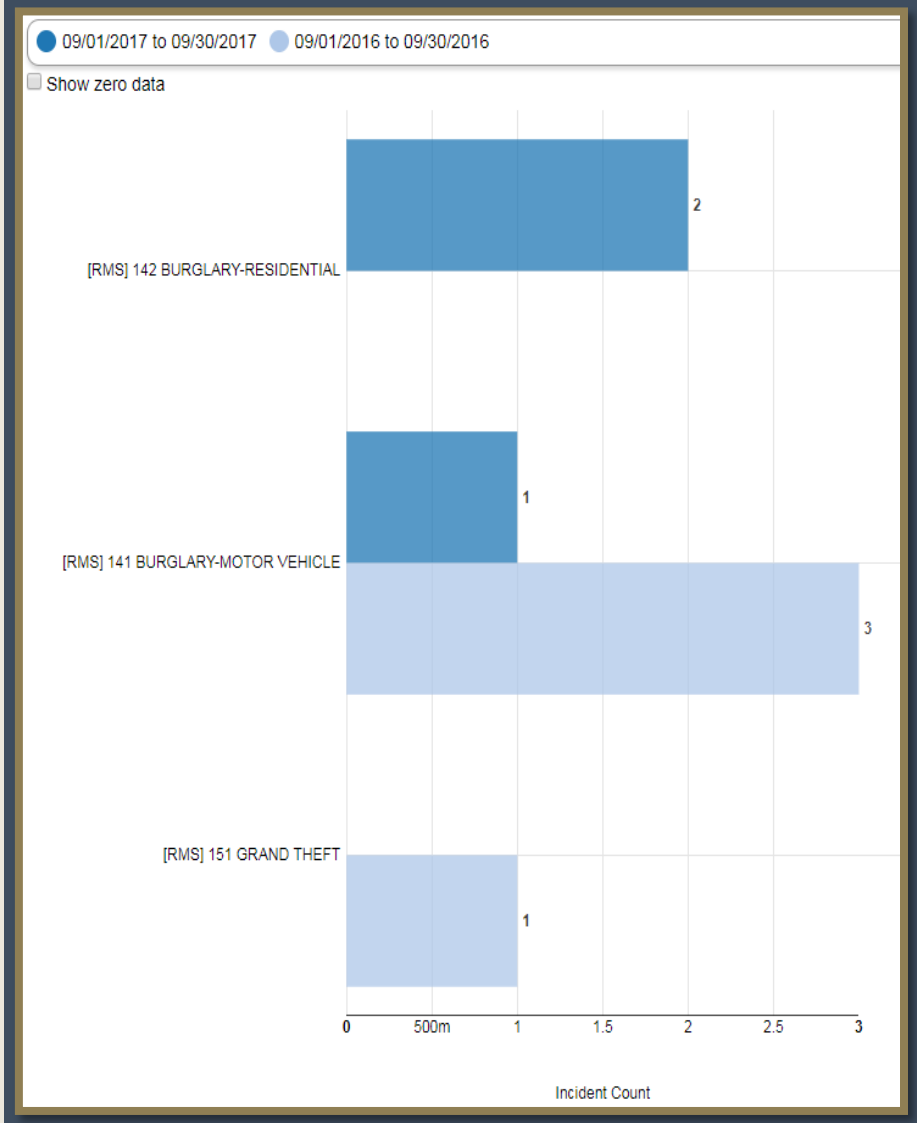


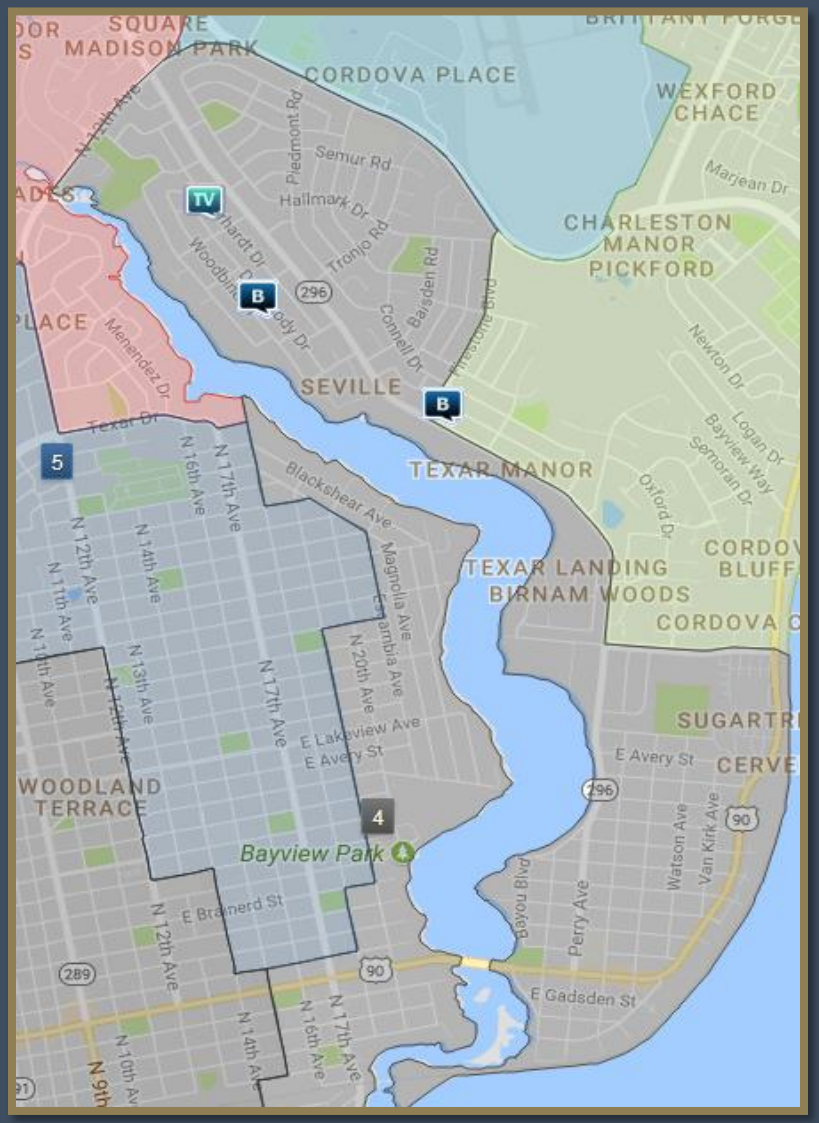


District 3
September 2016-2017 Comparison

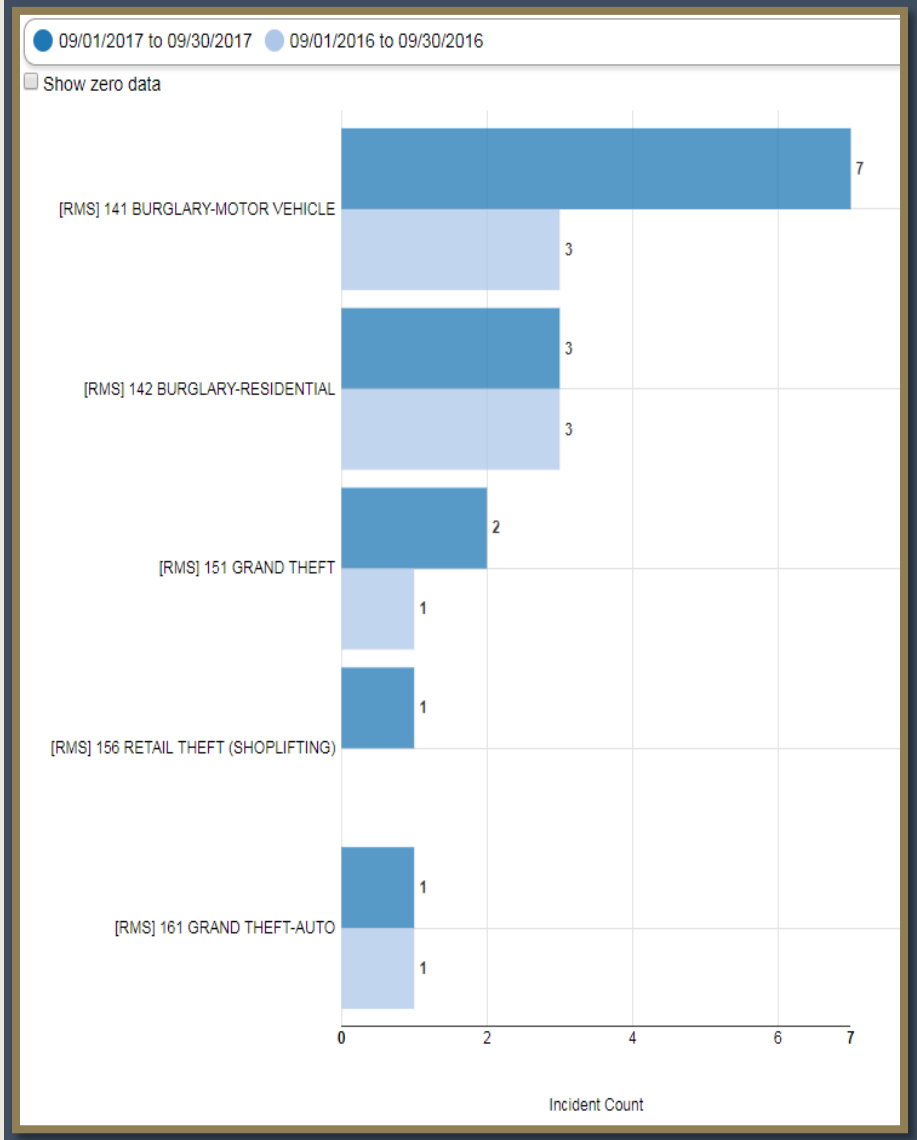


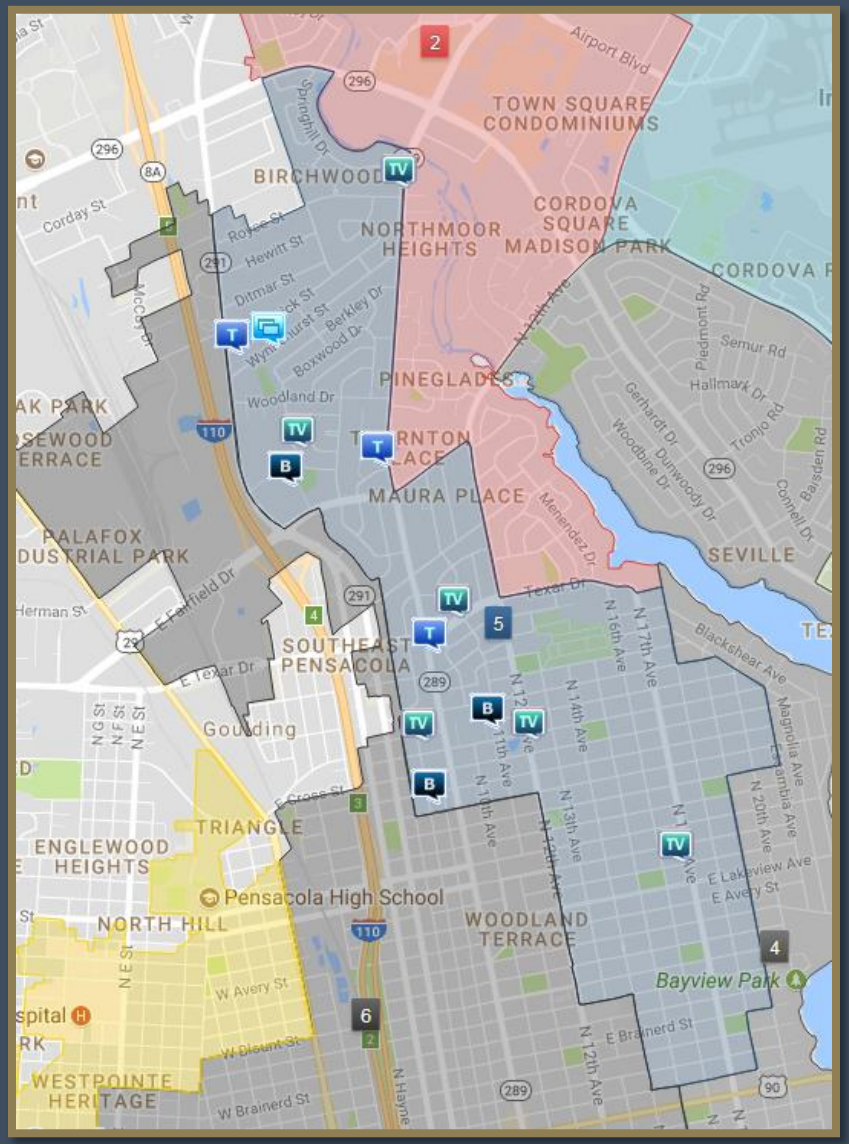
District 4
September 2016-2017 Comparison



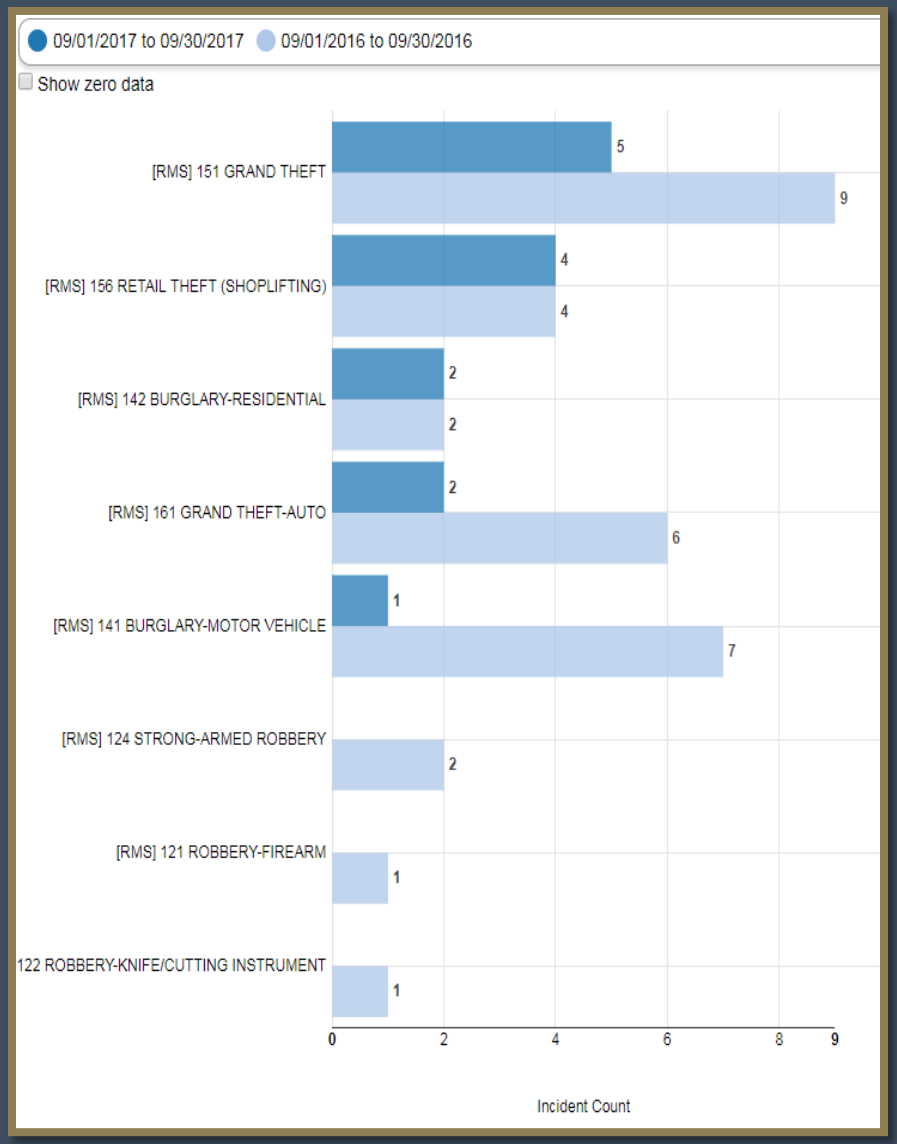


District 5
September 2016-2017 Comparison

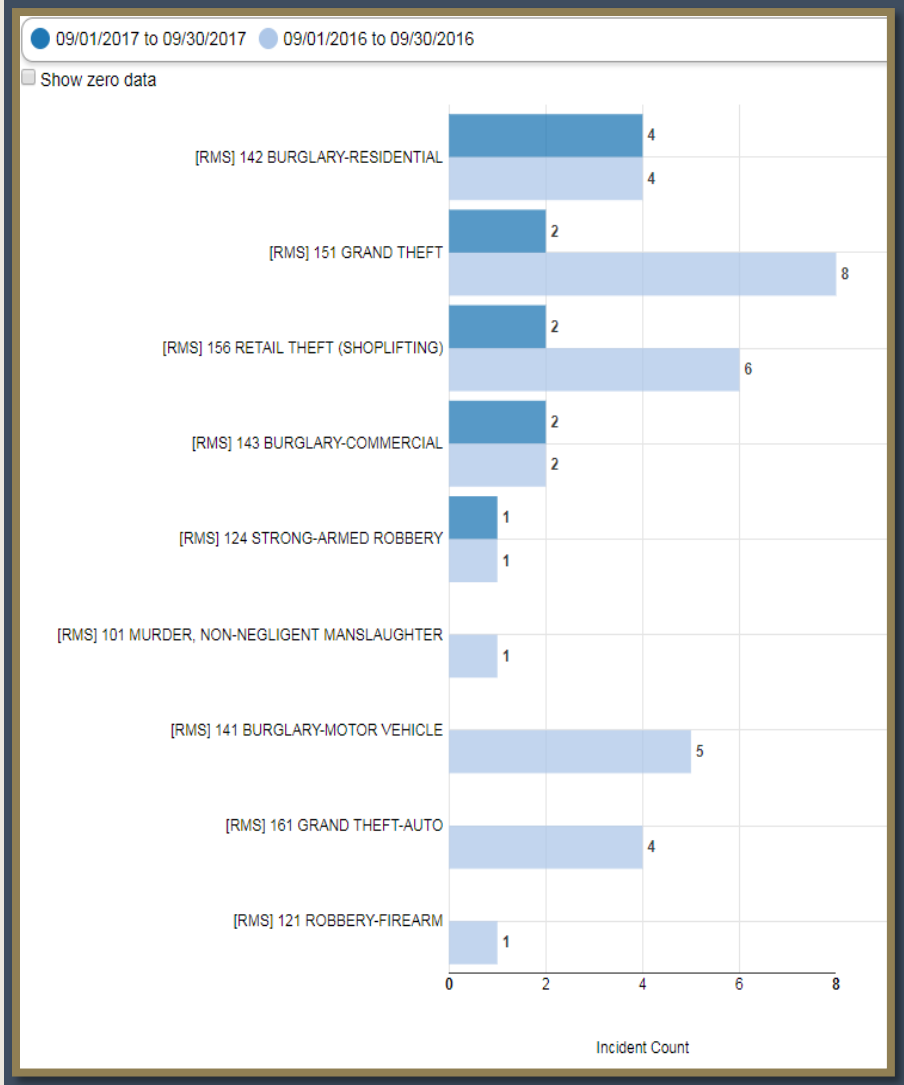


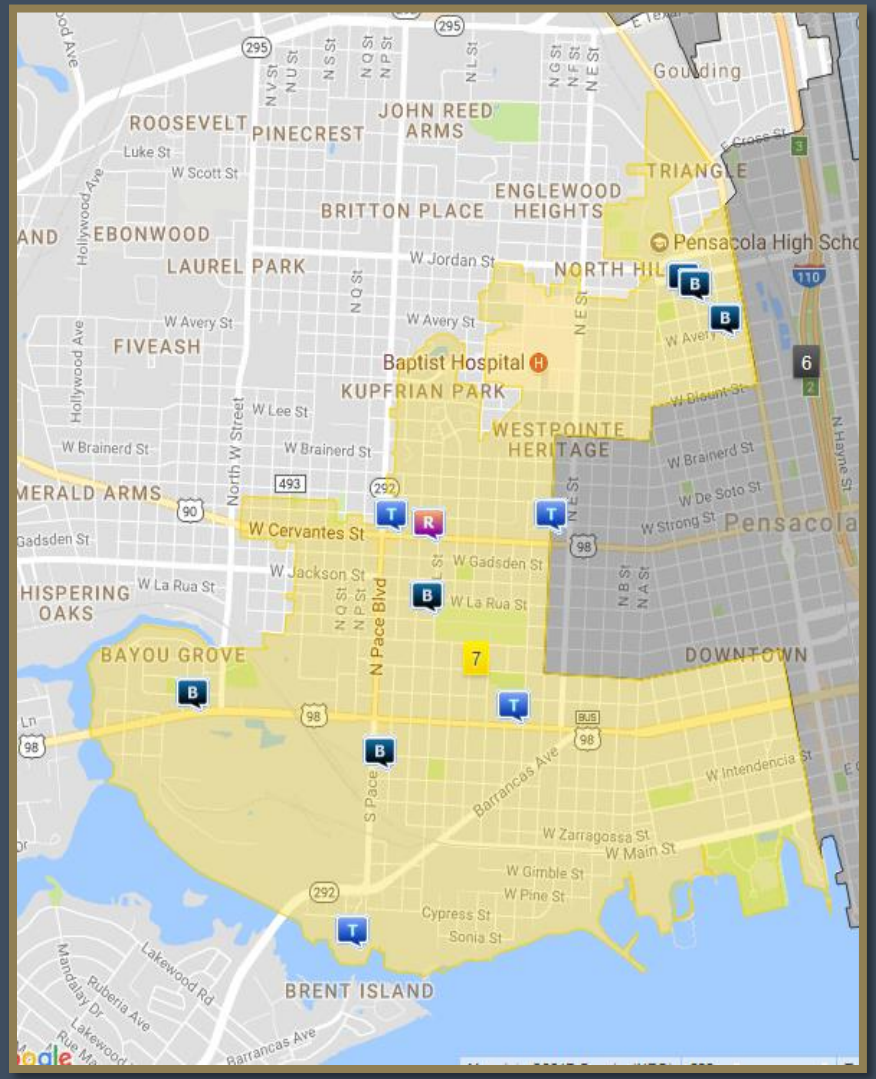


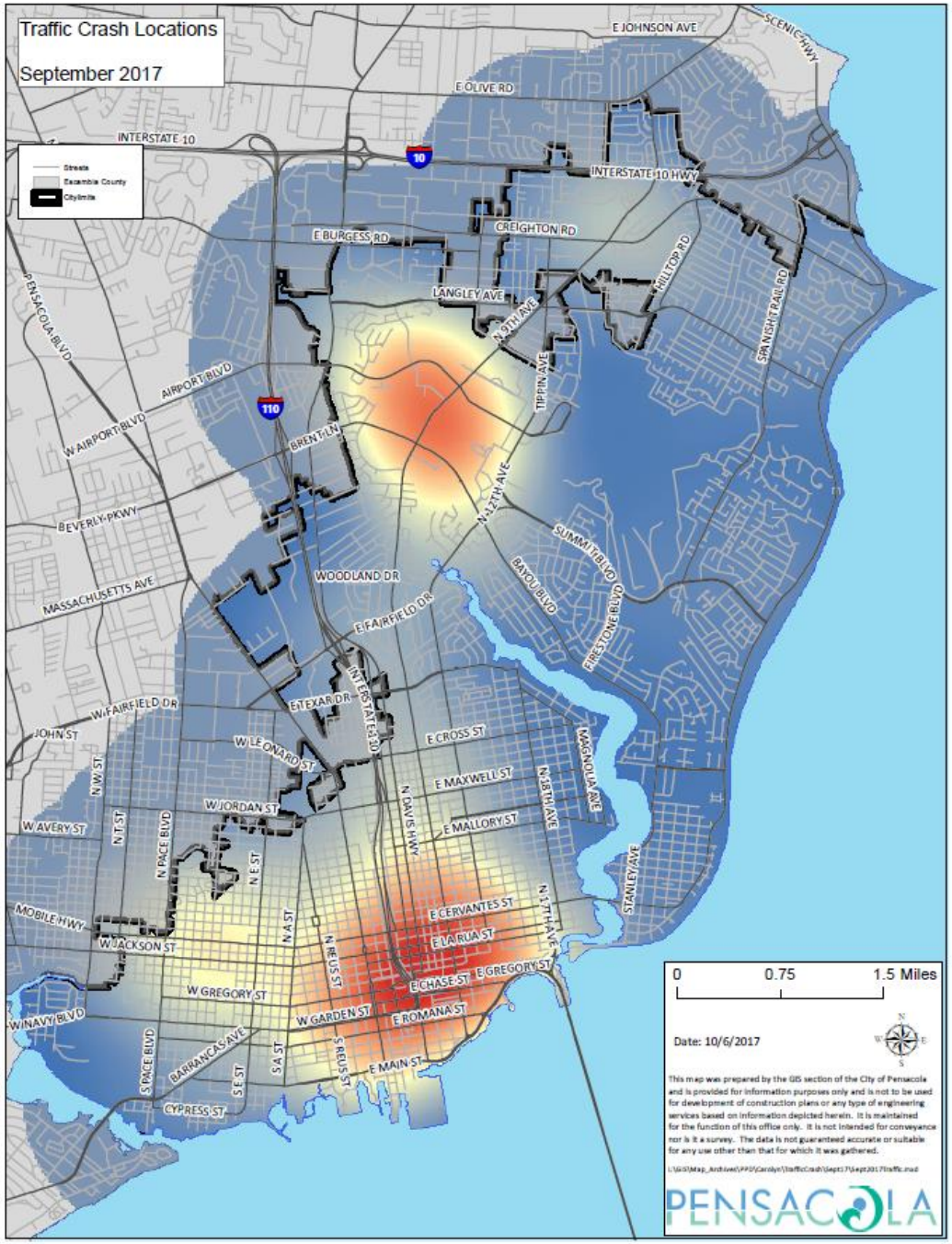
District 6
September 2016-2017 Comparison



District 7
September 2016-2017 Comparison







September 2017 Traffic Crash Heat Map

	Sept.'16	Sept. '17
Crashes	215	**167**
Citations	156	**308**
Warnings	145	**493**

*Crashes down **-22%** from month-to-month/year comparison

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00150 | City Council | 10/12/2017

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.

Monthly Financial Review

September, 2017

Revenues

September, 2017

- General Fund
  - Eleven Months Collected
    - **Franchise Fee & Public Service Tax** **+ 0.41%**
    - **Half-Cent Sales Tax** **+ 1.92%**
    - **Communication Services Tax** **- 1.88%**
  - Twelve Months Collected
    - **Municipal Revenue Sharing** **- 0.74%**

PENSACOLA
THE UPSIDE of FLORIDA

Other Funds

September, 2017

- **Local Option Sales Tax** **+ 0.77%**
- **Local Option Gas Tax** **- 0.39%**
- Tree Planting Trust Fund $384,717.75

PENSACOLA
THE UPSIDE of FLORIDA

Upcoming Financings

September, 2017

	Est Amount	Actual
• October 2017	$20,000,000	$25,000,000
• November 2017		
– Urban Core TIF District	TBD	N/A

* Request banks to bid on an amount not to exceed $25,000,000

PENSACOLA
THE UPSIDE of FLORIDA

Infrastructure Sales Surtax Revenue Bond, Series 2017
$25,000,000

- Financed by Compass Bank
- 11 year fixed bond at 2.15% APY
- Annual principal payment on 10/1
- Semiannual interest payments 10/1 and 4/1
- Final maturity on 10/1/28
- Pledge is LOST Series IV
- Sources

– Bond Proceeds	$25,000,000
– Issuance Cost	85,000
– Project Funds	$24,915,000

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Formal Bids/RFQs</u>**
  - **Air Mechanical & Service Group**
    - Airport HVAC Replacement Unit #4
    - SBE – No
    - Purchase Method – ITB #17-044 HVAC Roof Top Unit #4 Replacement
    - $84,975
    - Budgeted – Yes
  - **Allstop Water Proofing**
    - Airport Parking Garage Rehabilitation
    - SBE – No
    - Purchase Method – ITB#17-038 Pensacola International Airport Parking Garage Rehabilitation
    - $141,456
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Contract Renewals/Extensions</u>**
  - **Consolidated Pipe & Supply**
    - Natural Gas Fittings for Pensacola Energy Warehouse
    - SBE – No
    - Purchase Method – ITB #16-040 Three Year Contract "PE" Natural Gas Pipe and Fittings
    - $68,875
    - Budgeted – Yes
  - **Consolidated Pipe & Supply**
    - Natural Gas Fittings for Pensacola Energy Warehouse
    - SBE – No
    - Purchase Method – ITB #16-040 Three Year Contract "PE" Natural Gas Pipe and Fittings
    - $27,507
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Contract Renewals/Extensions</u>**
  - **Consolidated Pipe & Supply**
    - Natural Gas Fittings for Pensacola Energy Warehouse
    - SBE – No
    - Purchase Method – ITB #16-040 Three Year Contract “PE” Natural Gas Pipe and Fittings
    - $79,730
    - Budgeted – Yes
  - **Consolidated Pipe & Supply**
    - Natural Gas Fittings for Pensacola Energy Warehouse
    - SBE – No
    - Purchase Method – ITB #16-040 Three Year Contract “PE” Natural Gas Pipe and Fittings
    - $55,800
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Contract Renewals/Extensions</u>**
  - **General Utility Pipe & Supply**
    - Riser/Brass Valve for Pensacola Energy Warehouse
    - SBE – No
    - Purchase Method – ITB #16-040 Three Year Contract "PE" Natural Gas Pipe and Fittings
    - $63,560
    - Budgeted – Yes
  - **Mott MacDonald**
    - Engineering & Design for Street Rehab Group 6
    - SBE – No
    - Purchase Method – Continuing contract services under RFQ15-038 Professional Engineering Services
    - $116,825
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Contract Renewals/Extensions</u>**
  - **Mott MacDonald**
    - Engineering & Design for Street Rehab Group 5
    - SBE – No
    - Purchase Method – Continuing contract services under RFQ15-038 Professional Engineering Services
    - $116,825
    - Budgeted – Yes
  - **Mott MacDonald**
    - Engineering & Design for Street Rehab Group 4
    - SBE – No
    - Purchase Method – Continuing contract services under RFQ15-038 Professional Engineering Services
    - $116,825
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Quotations & Direct Negotiations</u>**
  - **Adventure Motorsports of NWF**
    - BMW R 1200 RT-P Police Motorcycle
    - SBE – No
    - Purchase Method – Single Quote
    - $26,731
    - Budgeted – Yes
  - **Anastasia Brenan Group, LLC**
    - Consulting Services Street Rehab Groups 1,2,&3
    - SBE – No
    - Purchase Method –Direct Negotiation
    - $62,412
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Quotations & Direct Negotiations</u>**
  - **Elster American Meter**
    - Natural Gas Meters AC-630
    - SBE – No
    - Purchase Method –Sole Source
    - $30,508
    - Budgeted – Yes
  - **Elster American Meter**
    - Natural Gas Meters AL-1000
    - SBE – No
    - Purchase Method –Sole Source
    - $25,691
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>Quotations & Direct Negotiations</u>**
  - **Elster American Meter**
    - Natural Gas Meters AC-800
    - SBE – No
    - Purchase Method –Sole Source
    - $43,108
    - Budgeted – Yes
  - **Portable Restroom Trailers LLC**
    - 20” ADA Portable Restroom Trailer
    - SBE – No
    - Purchase Method –Quotes
    - $42,160
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Contracts/Expenditures Over $25,000 Approved By Mayor 9/01/17 – 9/30/17

- **<u>State, Federal or Other Buying Contracts</u>**
  - **Ryles Grassing, LLC.**
    - Sod for VT Aerospace Hanger Project
    - SBE – No
    - Purchase Method – Owner Direct Purchase
    - $40,000
    - Budgeted – Yes
  - **Stephens Pipe & Steel**
    - Fencing Supplies fo VT Aerospace Hanger Project
    - SBE – No
    - Purchase Method – Owner Direct Purchase
    - $40,477
    - Budgeted – Yes

PENSACOLA
THE UPSIDE of FLORIDA

Monthly Financial Review

September, 2017