



City of Pensacola

Agenda Conference

Agenda - Final

Monday, November 6, 2017, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [17-00566](#) DISPOSITION OF SURPLUS PROPERTY - 400 BLOCK WEST GADSDEN STREET

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

Sponsors: Ashton J. Hayward, III

Attachments: [Escambia County Housing Finance Authority - Letter of Interest](#)
 [GIS Map - 400 West Gadsden Street](#)
 [Appraisal - 400 Block West Gadsden Street](#)

2. [17-00580](#) APPOINTMENT - BOARD OF TRUSTEES - FIREMEN'S RELIEF AND PENSION FUND

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

Sponsors: Brian Spencer

Attachments: [Board of Trustees - Firemen's Relief and Pension Fund Member List](#)
 [Application of Interest - Samuel A. Horton](#)
 [Resume - Samuel A. Horton](#)
 [Ballot](#)

3. [17-00586](#) AWARD OF BID# 17-042 PORT OF PENSACOLA FERRY LANDING -
LANDSIDE FEATURES

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

Sponsors: Ashton J. Hayward, III

Attachments: [Tabulation Sheet, Bid No: 17-042](#)
 [Vendor Reference Sheet, Bid No: 17-042](#)

4. [17-00587](#) FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY
PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT -
COMMUNITY REDEVELOPMENT AREA OVERLAY

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

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

Attachments: [Notice of Award](#)
 [DEO Technical Assistance Grant Agreement](#)

5. [17-00611](#) EASTSIDE LANDSCAPE, PARK, PROPERTY MANAGEMENT, LEASING,
PUBLIC SPACE ENHANCEMENT, ACCESSIBILITY IMPROVEMENTS
AND FACILITIES MAINTENANCE SERVICES INTERLOCAL
AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE
COMMUNITY REDEVELOPMENT AGENCY

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

Sponsors: Ashton J. Hayward, III

Attachments: [Eastside Landscape & Property Maintenance Interlocal Agreement](#)
 [Exhibit A-Chappie James Project Area](#)
 [Exhibit B-Additional Chappie James Parking Project Area](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

6. [17-00578](#) APPOINTMENTS - INTERNATIONAL RELATIONS ADVISORY BOARD

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

Sponsors: Brian Spencer

Attachments: [International Relations Advisory Board Member List](#)
[Application of Interest - Laverne Baker](#)
[Application of Interest - Nan Harper](#)
[Bio - Nan Harper](#)
[Application of Interest - Jena Melancon](#)
[Resume - Jena Melancon](#)
[Application of Interest - Beth Partington](#)
[Nomination Form - Beth Partington](#)
[Application of Interest - Douglas Trelfa](#)
[Nomination Form - Brian Wyer](#)
[Application of Interest - Brian Wyer](#)
[Resume - Brian Wyer](#)
[Ballot](#)

7. [17-00591](#) PUBLIC HEARING - AMENDMENT TO THE LAND DEVELOPMENT CODE SECTION 12-2-21 PALAFOX HISTORIC BUSINESS DISTRICT

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

Sponsors: Brian Spencer

Attachments: [Proposed Ordinance](#)
[Planning Board Minutes 9.12.17](#)
[PROOF OF PUBLICATION PROPOSED LDC AMEND SEC. 12.2.21](#)

8. [41-17](#) PROPOSED ORDINANCE NO. 41-17 - AMENDING SECTION 12-2-21
PALAFOX HISTORIC BUSINESS DISTRICT OF THE LAND
DEVELOPMENT CODE

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

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

Sponsors: Brian Spencer

Attachments: [Proposed Ordinance No. 41-17](#)
 [Planning Board Minutes 9.12-17](#)

9. [17-00543](#) PUBLIC HEARING REGARDING THE SALE OF THE HAWKSHAW
PROPERTY

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

Sponsors: Jewel Cannada-Wynn

Attachments: [2017-09 Hawkshaw Parcel - City of Pensacola 9th Avenue at Romana Street](#)
 [PROOF OF PUBLICATION SALE OF HAWKSHAW PROPERTY](#)

10. [17-00594](#) HAWKSHAW PROPERTY DEVELOPMENT AGREEMENT AND SALE

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

Sponsors: Jewel Cannada-Wynn

Attachments: [Development Agreement - Hawkshaw Redevelopment-reduced](#)

11. [17-78](#) RESOLUTION NO. 17-78 - AUTHORIZING A FINANCING IN THE PRINCIPAL AMOUNT OF \$8,000,000 TO FINANCE ELIGIBLE CAPITAL PROJECTS IN THE COMMUNITY REDEVELOPMENT AGENCY'S URBAN CORE TAX INCREMENT FINANCING DISTRICT, PROVIDING CERTAIN AMENDMENTS TO RESOLUTION NO. 33-09 AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY RELATING TO SUCH FINANCING.

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

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

Sponsors: Ashton J. Hayward, III

Attachments: [Resolution No. 17-78](#)
 [April 10, 2017 CRA action item approving TIF district projects and requesti](#)
 [Registered Mail Notice - Urban Core Redevelopment Revenue Bond Series 2](#)

12. [17-79](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-79 - APPROPRIATING FUNDING IN CONNECTION WITH THE URBAN CORE REDEVELOPMENT REVENUE BOND, SERIES 2017.

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

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-79](#)
 [Supplemental Budget Explanation No. 17-79](#)

13. [17-00613](#) FISH HATCHERY LEASE

Recommendation: That City Council declare the Lease with the Florida Fish and Wildlife Commission void in accordance with Paragraph 20 of the Lease; based on the Commission's failure to commence construction of the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center at Bruce Beach within the three (3) years of execution of the Lease on May 12, 2014.

Sponsors: Sherri Myers

Attachments: [Fish Hatchery Lease](#)
 [Property Appraiser Sheet.pdf](#)
 [Joint Press Release](#)
 [Gil McRae email reply re Hatchery Lease - Myers](#)
 [Public Records Request re Hatchery - Myers](#)
 [Public Records Request II - No Response - Myers](#)

14. [17-00616](#) FISH HATCHERY LEASE

Recommendation: That City Council determine the Lease between the City of Pensacola and the Florida Fish and Wildlife Commission for the construction of the Gulf Cost Marine Fisheries Hatchery/Enhancement Center to be VOID in accordance with Section 20 (Performance Schedule) of the Lease.

Sponsors: Brian Spencer

Attachments: [Fish Hatchery Lease](#)
 [Florida Stat 713.13 -- Notice of Commencement](#)

15. [17-00614](#) REFER REDEVELOPMENT OF BRUCE BEACH TO THE COMMUNITY
REDEVELOPMENT AGENCY FOR REVIEW AND ACTION

Recommendation: That City Council refer the matter of the redevelopment of Bruce Beach to the Community Redevelopment Agency that has the legal authority to redevelop the 44.45 acres of prime commercial waterfront property, appraised for tax purposes by the Escambia County Property Appraiser at approximately \$6.9 million dollars, with the CRA Urban Core.

Sponsors: Sherri Myers

Attachments: [Resolution No 36-80](#)
 [Resolution No. 55-80](#)
 [Fish Hatchery Lease](#)

16. [17-00595](#) REFER TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA) THE
POTENTIAL REDEVELOPMENT OF THE PROPERTY KNOWN AS
BRUCE BEACH.

Recommendation: That City Council, in accordance with Resolution No. 55-80 and Resolution No. 36-80 as well as prior CRA activities, refer to the CRA any potential redevelopment of the property known as Bruce Beach.

Sponsors: Brian Spencer

Attachments: [Resolution No. 36-80](#)
 [Resolution No. 55-80](#)
 [City Council Action - March 22, 2001](#)

17. [17-00615](#) APPRAISAL BRUCE BEACH PROPERTY

Recommendation: That City Council obtain an appraisal to determine the fair market value of the 44.45 acres of land known as Bruce Beach and report the findings to the City Council at the next Council meeting in December of 2017.

Sponsors: Sherri Myers

Attachments: [Resolution No. 36-80](#)
 [Resolution No. 55-80](#)
 [Fish Hatchery Lease](#)

18. [17-00618](#) EXPLORE THE BUY OUT OPTIONS WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PORT ADMINISTRATION BUILDING, MAINTENANCE BUILDING AND PARKING LOT

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

Sponsors: Brian Spencer

Attachments: [Joint Participation Agreement - FDOT & Port](#)
 [City Council Action - November 16, 2000](#)
 [City Council Action - November 18, 1999](#)
 [City Council Action - November 16, 1995](#)
 [City Council Action - September 8, 1994](#)
 [City Council Action - July 14, 1994](#)

19. [17-00620](#) REFERRAL TO PLANNING BOARD - LAND DEVELOPMENT CODE AMENDMENT TO SECTION 12-2-22 - GOVERNMENTAL CENTER DISTRICT

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

Sponsors: Jewel Cannada-Wynn

Attachments: [Proposed Amendment- MRD Overlay-October 2017](#)
 [Final GCD Presentation - August 10, 2017](#)

20. [17-00579](#) SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

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

Sponsors: Ashton J. Hayward, III

Attachments: [Airline Operating Agreement and Terminal Building Lease](#)

21. [17-74](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-74 - FINAL
 AMENDMENT TO THE FISCAL YEAR 2017 BUDGET

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

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-74](#)
 [Supplemental Budget Explanation No. 17-74](#)

22. [17-75](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-75 - FY 2018
 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

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

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-75](#)
 [Supplemental Budget Explanation No. 17-75](#)

23. [17-76](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-76 - FY 2018
 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

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

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-76](#)
 [Supplemental Budget Explanation No. 17-76](#)

24. [17-00598](#) ACCEPTANCE OF 2017 FEDERAL PORT SECURITY GRANT

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

Sponsors: Ashton J. Hayward, III

Attachments: [Grant Award Notification Letter](#)
 [Supplemental Budget Resolution](#)
 [Supplemental Budget Explanation](#)

25. [17-77](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-77 - 2017 FEDERAL PORT SECURITY GRANT AWARD

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

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 17-77](#)
 [Supplemental Budget Explanation No. 17-77](#)

26. [17-00601](#) AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC. FOR WAREHOUSE #1 AT THE PORT OF PENSACOLA.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Draft Amendment No. 2 to the Warehouse No. 1 Lease](#)

27. [17-00603](#) INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY
PROMOTION AND DEVELOPMENT COMMISSION

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

Sponsors: Ashton J. Hayward, III

Attachments: [Interlocal Agreement between the Escambia County Board of County Comm](#)

28. [17-81](#) RESOLUTION NO. 17-81 - DESIGNATING JANUARY 12, 2018 AS
MENTAL HEALTH AWARENESS DAY

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

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

Sponsors: Sherri Myers

Attachments: [Resolution No. 17-81](#)

29. [28-17](#) PROPOSED ORDINANCE NO. 28-17 AMENDING CHAPTER 7-10 OF
THE CITY CODE - VEHICLES FOR RENT TO THE PUBLIC

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

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING CHAPTER 7-10, PERTAINING TO VEHICLES FOR RENT; AMENDING SEC. 7-10-134 TO PROVIDE FOR AN AIRPORT TAXI CAB PICKUP FEE; AMENDING SEC. 7-10-17, PROVIDING DEFINITIONS; REPEALING AND REPLACING SEC. 7-10-177, 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](#)
[PROOF OF PUBLICATION PROPOSED ORD ON 2ND READING](#)

FOR DISCUSSION

INFORMATIONAL ITEMS

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA**COMMUNICATIONS****City Administrator's Communication**

30. [17-00160](#) CITY ADMINISTRATOR COMMUNICATION

Sponsors: Ashton J. Hayward, III

City Attorney's Communication**Monthly Crime Report-Chief Tommi Lyter**

31. [17-00203](#) MONTHLY CRIME REPORT

Sponsors: Ashton J. Hayward, III

Attachments: [October 2017 Crime Report](#)

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

32. [17-00151](#) MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER
RICHARD BARKER, JR.

Sponsors: Ashton J. Hayward, III

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 #: 17-00566

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

DISPOSITION OF SURPLUS PROPERTY - 400 BLOCK WEST GADSDEN STREET

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The unimproved property located at 400 Block West Gadsden Street was approved by City Council as surplus property. The property is approximately 0.1033 acres and zoned R-NCB.

On June 18, 2015, City Council declared the City owned property at 400 Block West Gadsden Street surplus and authorized the Mayor to enter into direct negotiation for disposition of 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 the disposition of the property by mail on June 29, 2015 and an appraisal of the property was conducted. The estimated market value of the subject property as appraised by Presley - McKenney & Associates, Inc. on May 25, 2017 is \$28,000.

Escambia County Housing Finance Authority, a not for profit area affordable housing provider, has expressed an interest in acquiring this parcel in support of their Urban Infill Revolving Loan Program for development of workforce housing. The City of Pensacola and Escambia County Housing Finance Authority have determined that participation in this Program will allow both parties to develop workforce housing which will support redevelopment initiatives within the City.

In accordance with Section 166.0451 Florida Statutes, in 2008 City Council established by Resolution 08-08 a list of City owned real property that was appropriate for use as affordable housing. This parcel is one of the properties identified on the list.

PRIOR ACTION:

June 18, 2015 - City Council declared the City-owned property located at 400 Block West Gadsden Street as surplus and authorized the Mayor to enter into direct negotiation for disposition of the parcel.

April 24, 2008 - City Council established by Resolution 08-08 an inventory list of City owned real property determined appropriate for use as affordable housing

FUNDING:

N/A

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes

10/13/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Escambia County Housing Finance Authority - Letter of Interest
- 2) GIS Map - 400 Block West Gadsden Street
- 3) Appraisal - 400 Block West Gadsden Street

PRESENTATION: No



700 South Palafox Street, Suite 310
Pensacola, Florida 32502-5958

Phone: (850) 432-7077

Fax: (850) 438-5205

Toll Free: (800) 388-1970

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

WWW.ESCAMBIAHFA.COM

Serving 1st Time Homebuyers throughout Florida since 1982

August 18, 2017

Ms. Marcie Whitaker, Housing Administrator
Pensacola Housing Division
420 West Chase Street
Pensacola, Florida 32502

**RE: City Owned Parcel located in the 400 Block of W. Gadsden Street
(Property Reference #: 000S009010300028)**

Dear Marcie:

We would like to thank the City of Pensacola for its interest in working with the Escambia County Housing Finance Authority as we continue to implement the Authority's Urban Infill Housing Development Loan Program. We are pleased to partner with you as you explore partnership opportunities for the City's newly established Housing Initiatives Fund. We believe there is opportunity for great synergy between the two initiatives.

The 30' vacant infill lot located on West Gadsden Street (as referenced above) is suitable for residential development with a single family for sale home in compliance with the income and program parameters of the Authority's Urban Infill Program. Given our mutual interest in enhancing effective housing strategies through a combined effort, we respectfully ask that the City of Pensacola donate or transfer the parcel to the Authority at the minimal cost possible specifically for use in meeting affordable workforce housing needs within the City of Pensacola. Our intent is to proceed with development of this parcel in close cooperation with your office regarding design, compatibility and marketing/sale of the home to an eligible buyer. This cooperative action supports the City's commitment to affordable housing as stipulated in the City's Affordable Housing Incentive Plan, the Escambia Consortium Consolidated Plan and the *Housing Element* of the City's Comprehensive Plan. Likewise, this cooperative venture falls squarely within the Authority's mission to provide safe, sanitary and decent housing by helping to alleviate the shortage of affordable homes available to persons of moderate, middle and low income in our community.

We see the redevelopment of this parcel with a quality home as the initial step in what will become a successful long-term partnership. We look forward to working with you in the coming months to make this a reality.

Sincerely,

Patricia D. Lott

Executive Director

Escambia County Housing Finance Authority



N REUS ST

N DEVILLERS ST

W GADSDEN ST

0 45 90 Feet

Date: 9/28/2017



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map_Archives\EconomicDev\CityOwned\Surplus\400WGadsdenSt.mxd



 400 BLK W GADSDEN ST - 000S009010300028

Presley - McKenney & Associates, Inc.

SEM

LAND APPRAISAL REPORT

File No. 17084Z5

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address:400 block W Gadsden StreetCity: PensacolaState: FLZip: 32501

Borrower: N/AOwner of Public Record: City of PensacolaCounty: Escambia

Legal Description: LT 30 BLK 28 BELMONT TRACT OR 1564 P 55 CA 94

Assessor's Parcel #: 00-0S-00-9010-300-028Tax Year: 2016R.E. Taxes: None (Municipally-owned)

Neighborhood Name: Belmont-DevilliersMap Reference: Z05Census Tract: 37860-12-033-0001.00

Special Assessments: N/APUD☐ Yes☒ NoHOA: \$ N/APer Year☐ Per Month☐

Property Rights Appraised:☒ Fee Simple☐ Leasehold☐ Other (describe)

Assignment Type:☐ Purchase Transaction☐ Refinance Transaction☒ Other (describe) Client planning

Lender/Client: City of PensacolaAddress: PO Box 12910, Pensacola, FL 32521-0031

CONTRACT ANALYSIS

I☐ did☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

The subject has no contract.

Contract Price \$:Date of Contract: Is the property seller the owner of public record?☐ Yes☐ NoData Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower?☐ Yes☐ No

If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	☒ Urban ☐ Suburban ☐ Rural	Property Values	☐ Increasing ☒ Stable ☐ Declining	PRICE	AGE	One-Unit	60 %		
Built-Up	☒ Over 75% ☐ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage ☒ In Balance ☐ Over Supply	\$(000)	(yrs)	2-4 Unit	5 %		
Growth	☐ Rapid ☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths	30 Low	New	Multi-Family	5 %		
Neighborhood Boundaries: The subject neighborhood is bound by Cervantes Street to the north, E Street to the west, Garden Street to the south, and Palafox Street to the east.				500 High	115	Commercial	25 %		
				200 Pred. Mixed	Other	Vacant	5 %		

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	☐	☒	☐	☐	Property Compatability	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐
Convenience to Primary Education	☐	☒	☐	☐	Adequacy of Police/Fire Protection	☐	☒	☐	☐
Convenience to Recreational Facilities	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐
Employment Stability	☐	☒	☐	☐	Overall Appeal to Market	☐	☒	☐	☐

Neighborhood Description: The subject property is located at the northwestern edge of downtown Pensacola business district. The subject neighborhood is characterized by a mix of single-family dwellings, commercial buildings, houses of worship, and a few vacant lots. The area is within a reasonable distance to shopping, schools, and employment. Market appeal is considered to be average.

Market Conditions (including support for the above conclusions): Current market conditions in and around the subject market area appear stable with a typical marketing period of three to six months. Traditionally, lots with commercial possibility sell for more than similar lots limited to only residential use. There are a few vacant lots in the market. There has been a noticeable increase in real estate transactions in the market area during the last eighteen to twenty-four months. With this increased activity, marketing time is estimated at between three and six months.

SITE DESCRIPTION

Dimensions: 30' x 150'Area: 4,500☐ Acres☒ Sq.Ft.Shape: RectangularView: Interior

Zoning Classification: R-NCBZoning Description: Residential Neighborhood Commercial (B)

Zoning Compliance: ☒ Legal☐ Legal Nonconforming (Grandfathered Use)☐ No Zoning☐ Illegal (describe)

Uses permitted under current zoning regulations: Limited commercial, as well as residential

Highest & Best Use: Commercial or residential

Describe any improvements: None

Do present improvements conform to zoning?☐ Yes☐ No☒ No improvementsIf No, explain:

Present use of subject site: VacantCurrent or proposed ground rent?☐ Yes☒ NoIf Yes, \$

Topography: LevelSize: 4,500 Square FeetDrainage: Unknown

Corner Lot:☐ Yes☒ NoUnderground Utilities:☐ Yes☒ NoFenced:☐ Yes☒ NoIf Yes, type:

Special Flood Hazard Area☐ Yes☒ NoFEMA Flood Zone: XFEMA Map #: 12033C0390GFEMA Map Date: 09/29/2006

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	☒	☐		Street Surface	Asphalt	☒	☐
Gas	☒	☐		Street Type/Influence	Secondary		
Water	☒	☐		Curb/Gutter	Gutter/Concrete	☒	☐
Sanitary Sewer	☒	☐		Sidewalk	Concrete	☒	☐
Other	☐	☐		Street Lights	Mercury Vapor	☒	☐
Other	☐	☐		Alley		☐	☐

Are the utilities and off-site improvements typical for the market?☒ Yes☐ NoIf No, describe:

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?☐ Yes☒ NoIf Yes, describe:

Site Comments: The subject lot has 30 feet fronting along the north side of West Gadsden Street. With a depth of 150 feet, the lot size is 4,500 square feet. Development of adjoining lots includes a commercial building to the west and a detached, single-family home to the east.

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LAND_10 11122014

Presley - McKenney & Associates, Inc.

SEM

LAND APPRAISAL REPORT

File No. 17084Z5

There are	0	comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 0				to	\$ 0	.	
There are	5	comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 19,000				to	\$ 40,000	.	
COMPARABLE SALES									
FEATURE		SUBJECT		COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address 400 block W Gadsden Street		500 block W Cervantes Street		400 block W Belmont Street		1st block E Strong Street			
City/St/Zip Pensacola, FL 32501		Pensacola, FL 32501		Pensacola, FL 32501		Pensacola, FL 32501			
Proximity to Subject									
Data Source(s)		Inspection		Deed: OR 7675, p 1401		Deed: OR 7623, p 1762		Deed: OR 7666, p 185	
Verification Source(s)		Public Records		Public Records		Public Records		Public Records	
Sale Price		\$ N/A		\$ 30,000		\$ 30,000		\$ 40,000	
Price/ SF		\$ TBD		\$ 4.94		\$ 6.67		\$ 6.67	
Date of Sale (MO/DA/YR)		N/A		02/21/2017		11/14/2016		02/09/2017	
Days on Market		90-180		Unknown		Unknown		Unknown	
Financing Type		Cash or equivalent		Similar		Similar		Similar	
Concessions		None		None		None		None	
Location		Urban		Urban		Urban		Urban	
Property Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site Size Sq.Ft.		4,500		6,075		4,500		6,000	
View		Interior		Interior		Interior		Interior	
Topography		Level		Level		Level		Level	
Available Utilities		elec,gas,wtr,ss		Similar		Similar		Similar	
Street Frontage		30'		45'		30'		40'	
Street Type		Secondary		Main Thoroughfare		Secondary		Secondary	
Water Influence		None		None		None		None	
Fencing		None		None		None		None	
Improvements		None		None		None		None	
Zoning		R-NCB		R-NCB		C-2		R-NC	
Net Adjustment (Total, in \$)		☐ + ☒ -		\$ 1.48		☐ + ☒ -		\$ 0.33	
Adjusted sales price of the		Net Adj. -30.0%				Net Adj. -4.9%			
Comparable Sales (in \$)		Gross Adj. 30.0%		\$ 3.46		Gross Adj. 4.9%		\$ 6.34	
The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.									
The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.									
The appraiser's research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.									
Data Sources: Public records, Pensacola Association of Realtors Multiple Listing Service (PARMLS), Metro Market Trends (MMT).									
The appraiser's research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.									
Data Sources: Public records, PARMLS.									
The appraiser's research ☐ did ☒ did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.									
Data Sources: Public records, PARMLS.									
Listing/Transfer History		Transfer/Sale (ONLY) of the Subject in past 36 months:		Listing and Transfer history of Comp 1 in past 12 months:		Listing and Transfer history of Comp 2 in past 12 months:		Listing and Transfer history of Comp 3 in past 12 months:	
(if more than two, use comments section or an addendum.)		\$ N/A		\$ 100 01/24/2017		\$ N/A		\$ N/A	
		\$		\$		\$		\$	
Subject Property Is Currently Listed For Sale? ☐ Yes ☒ No Data Source:									
Current Listing History		List Date		List Price		Days on Market		Data Source	
				\$					
Subject Property has been listed within the last 12 Months? ☐ Yes ☒ No Data Source:									
12 Month Listing History		List Date		List Price		Days on Market		Data Source	
				\$					
				\$					
Comments on Prior Sales/Transfers and Current and Prior Listings: It appears that Comparable One was involved in a court-ordered transfer in January 2017. The documents are not viewable, but transfer the property from Gertrude H. Simpson, deceased, to Gwendolyn S. Bullard. After its June 23, 2016, sale, Comparable Four was transferred into the name of Handi Pro Kleen Services, Inc., from Joel and Lisa Rios on August 30, 2016. This is not considered to be an arm's length transaction, as Mr. and Mrs. Rios own Handi Pro Kleen Services.									
Summary of the Sales Comparison Approach: See Attached Addendum									
Reconciliation Comments: See Attached Addendum									
This appraisal is made ☒ "as is", or ☐ subject to the following conditions or inspections: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of three to six months.									
Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:									
Opinion of Market Value: \$ 28,000 , as of: May 25, 2017 , which is the date of inspection and the effective date of this appraisal.									

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Page 2 of 4

Presley-McKenney

LAND_10 11122014

LAND APPRAISAL REPORT

PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s): ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project:

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____

Data source(s): _____

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source:

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

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. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

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 report form, 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 site and any limited improvements, (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 the 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 report is the lender/client identified within the appraisal report.

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 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 each acting in what they consider 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 United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative 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 the subject 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 physical deficiencies or adverse conditions of the subject 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 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 the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

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 site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
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. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value 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 the 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 not used comparable sales that were the result of combining multiple transactions into reported sales
9. 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.
10. I have 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.
11. I have knowledge and experience in appraising this type of property in this market area.
12. 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.

LAND APPRAISAL REPORT

File No. 17084Z5

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

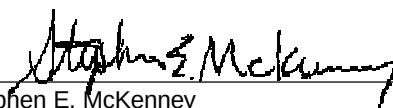
13. I obtained the information, estimatees, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, 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, needed repairs, deterioration, 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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 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.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will received this appraisal report.
21. 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).
22. 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.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. 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.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

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 appaiser'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.

SIGNATURES

APPRAISER

Signature 

Name Stephen E. McKenney

Company Name Presley-McKenney & Associates, Inc.

Company Address P.O. Box 329

Pensacola, Florida 32591

Telephone Number 850-916-7066

Email Address presleymckenney@gmail.com

Date of Signature and Report 06/05/2017

Effective Date of Appraisal May 25, 2017

State Certification # _____

or State License # St. Reg. Trn. REA #RI8246

or Other (describe) _____ State # _____

State FL

Expiration Date of Certification or License 11/30/2018

ADDRESS OF PROPERTY APPRAISED

400 block W Gadsden Street

Pensacola, FL 32501

APPRAISED VALUE OF SUBJECT PROPERTY \$ 28,000

LENDER/CLIENT

Name Karen K. Thompson, AICP

Company Name City of Pensacola

Company Address PO Box 12910

Pensacola, FL 32521-0031

Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 

Name M. Eugene Presley, MAI, SRA

Company Name Presley-McKenney & Associates, Inc.

Company Address P.O. Box 329

Pensacola, Florida 32591

Telephone Number 850-916-7066

Email Address presleymckenney@gmail.com

Date of Signature 06/05/2017

State Certification # Cert Gen RZ 103

or State License # _____

State FL

Expiration Date of Certification or License 11/30/2018

SUBJECT PROPERTY

☒ Did not inspect subject property

☐ Did inspect exterior of subject property from street

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 _____

ADDENDUM

Borrower: N/A		File No.: 17084Z5	
Property Address: 400 block W Gadsden Street		Case No.: SEM	
City: Pensacola	State: FL		Zip: 32501
Lender: City of Pensacola			

Comments on Sales Comparison

All of the sales have occurred within the last twelve months. They bracket the subject for overall size. Three of the sales have 30 feet of street frontage. Three of the sales have frontage along secondary roads that are similar to the subject's road.

Four of the five per unit sales price indictaions require adjustment for at least one characteristic when the subject is compared to each comparable property. These adjustments are neccessary in only three areas of comparison: street frontage (width of lot), street type (main thoroughfare, primary road, or secondary road), and zoning (degree of development restrictions).

Sale One has 45 feet of frontage along the south side of Cervantes Street. While our subject is located along a secondary road, Cervantes Street is a main traffic thoroughfare with around 30,000 vehicles passing by Comparable One each day. While the Florida Department of Transportation (FDOT) does not have average daily traffic count recordings for that portion of the subject street along which the subject is located, the average daily traffic count for nearby Spring Street just south of Cervantes is estimated at about 2,400 vehicles. A downward 20% adjustment is made to the per unit sales price of Sale One to account for the subject's inferior street type. An additional 10% downward adjustment is made to account for the subject's 30 feet of street frontage versus the 45 feet of frontage that Comparable One has.

Like the subject, the property that is Comparable Two has 30 feet of frontage along a secondary road. However, while the subject has R-NCB zoning, the sale has C-2 zoning. C-2 zoning allows for more diverse commercial development than is allowed by by the subject's R-NCB zoning. An argument can be made that the subject zoning also allows for diverse development by allowing residential uses. The subject's R-NCB zoning is considered to be slightly inferior to the C-2 zoning, reflected in a 5% downward adjustment.

When the subject is compared to Comparable Three, a downward adjustment is made for the subject's 30 feet of road frontage versus the sale's 40 feet of frontage.

The subject is then compared to Comparable Four. This sale requires negative adjustment for street type (being located on the well-travelled A Street), as well as positive adjustment for zoning.

No adjustment is necessary for Comparable Five when the subject is compared to it.

Final Reconciliation

Following all adjustments, the five sales show a per square foot sales price range from \$3.46 to \$7.24 with a mean of \$5.92/SF, a median of \$6.34/SF, and a standard deviation of \$1.45/SF. Without the lower and upper limits of the range the standard deviation tightens to \$0.28/SF with a mean of \$6.30/SF.

With consideration to all available information, it is our opinion that the sales indicate a market value of \$6.25 per square foot for the subject lot. With the subject having 4,500 square feet, this computes to \$28,125, which is rounded to \$28,000.

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 17084Z5
Property Address: 400 block W Gadsden Street		Case No.: SEM
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



View of Subject from Gadsden Street



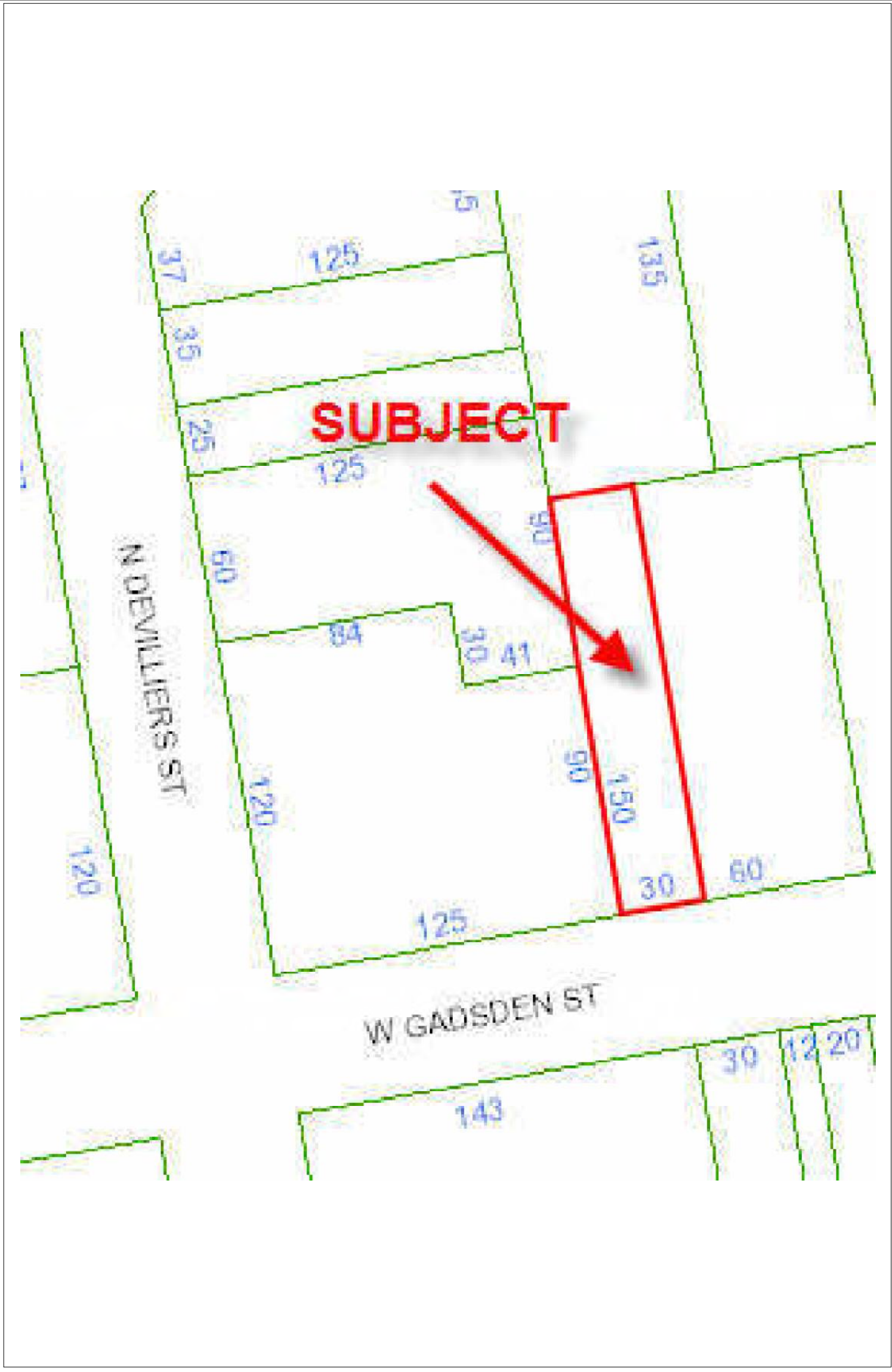
View of Gadsden Street, Looking West
toward Intersection with Devilliers Street



View of Gadsden Street, Looking East

PLAT MAP

Borrower: N/A		File No.: 17084Z5
Property Address: 400 block W Gadsden Street		Case No.: SEM
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



AERIAL PHOTOGRAPH OF SUBJECT

Borrower: N/A		File No.: 17084Z5
Property Address: 400 block W Gadsden Street		Case No.: SEM
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



FEMA FLOOD HAZARD MAP SHOWING SUBJECT AREA

Borrower: N/A	File No.: 17084Z5
Property Address: 400 block W Gadsden Street	Case No.: SEM
City: Pensacola	State: FL
Lender: City of Pensacola	Zip: 32501



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 17084Z5
Property Address: 400 block W Gadsden Street		Case No.: SEM
City: Pensacola	State: FL	Zip: 32501
Lender: City of Pensacola		



COMPARABLE SALE #1

500 block W Cervantes Street
Pensacola, FL 32501
Sale Date: 02/21/2017
Sale Price: \$ 30,000



COMPARABLE SALE #2

400 block W Belmont Street
Pensacola, FL 32501
Sale Date: 11/14/2016
Sale Price: \$ 30,000



COMPARABLE SALE #3

1st block E Strong Street
Pensacola, FL 32501
Sale Date: 02/09/2017
Sale Price: \$ 40,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 17084Z5
Property Address: 400 block W Gadsden Street	Case No.: SEM
City: Pensacola	State: FL Zip: 32501
Lender: City of Pensacola	



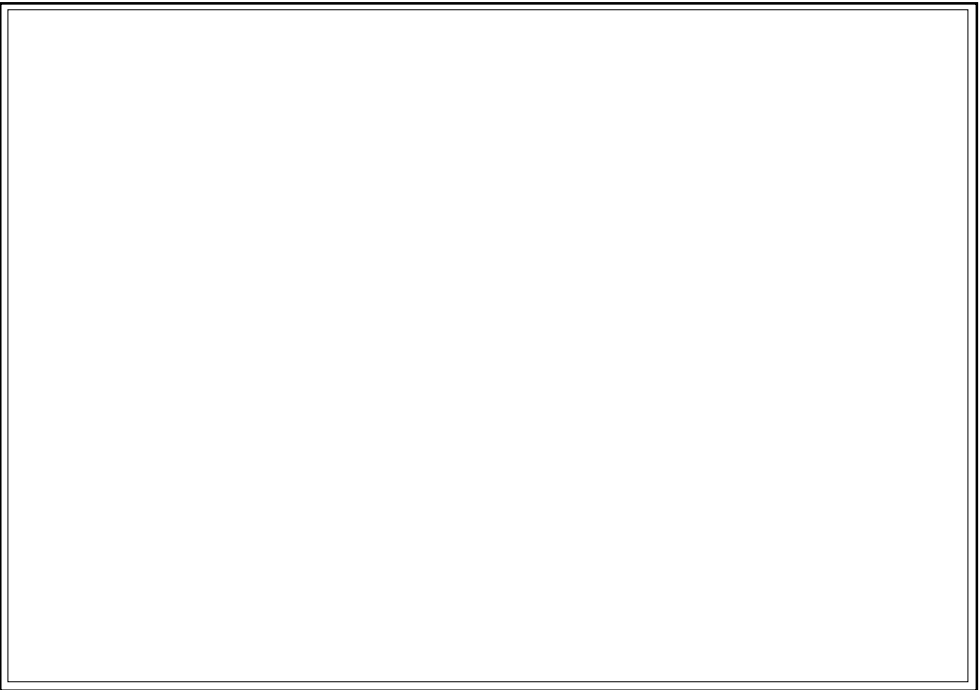
COMPARABLE SALE #4

508 North A Street
Pensacola, FL 32501
Sale Date: 06/23/2016
Sale Price: \$ 19,000



COMPARABLE SALE #5

511 West Wright Street
Pensacola, FL 32501
Sale Date: 10/31/2016
Sale Price: \$ 31,500

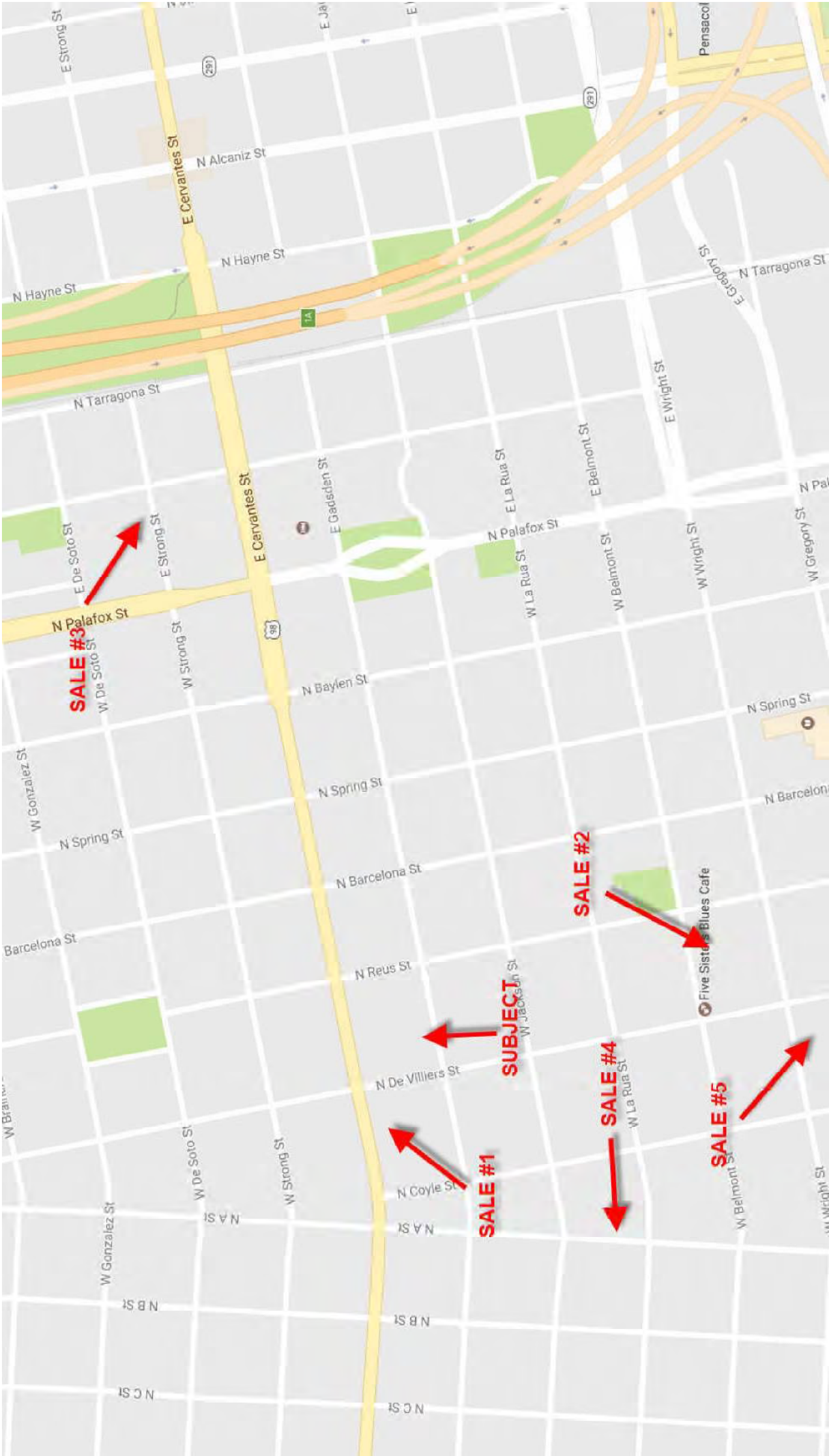


COMPARABLE SALE #6

Sale Date:
Sale Price: \$

LOCATION MAP

Borrower: N/A	File No.: 17084Z5
Property Address: 400 block W Gadsden Street	Case No.: SEM
City: Pensacola	State: FL
Lender: City of Pensacola	Zip: 32501



USPAP ADDENDUM

Borrower: N/A				
Property Address: 400 block W Gadsden Street				
City:	Pensacola	County:	Escambia	State: FL Zip Code: 32501
Lender:	City of Pensacola			

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

☒ **Appraisal Report** A written report prepared under Standards Rule 2-2(a).

☐ **Restricted Appraisal Report** A written report prepared under Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180

Exposure time is 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. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined the subject property would have to be exposed three to six months on the open market of the effective date of this appraisal, at the appraised market value.

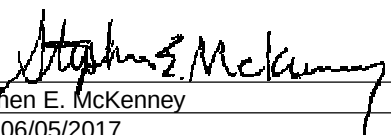
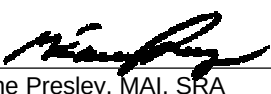
Additional Certifications

☒ 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** 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.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:	SUPERVISORY APPRAISER (only if required):
Signature: 	Signature: 
Name: Stephen E. McKenney	Name: M. Eugene Presley, MAI, SRA
Date Signed: 06/05/2017	Date Signed: 06/05/2017
State Certification #: _____	State Certification #: Cert Gen RZ103
or State License #: State Registered Trainee REA #RI8246	or State License #: _____
or Other (describe): _____ State #: _____	State: Florida
State: FL	Expiration Date of Certification or License: 11/30/2018
Expiration Date of Certification or License: 11/30/2018	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: May 25, 2017	☒ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00580

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

APPOINTMENT - BOARD OF TRUSTEES - FIREMEN'S RELIEF AND PENSION FUND

RECOMMENDATION:

That City Council appoint a resident of the City to the Board of Trustees, Firemen's Relief and Pension Fund for a term of two years, expiring December 31, 2019.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board oversees administration of the Firemen's Pension Plan and investment of Pension Funds. The Board is composed of five members. Two members are appointed by City Council, two members elected by firemen and one appointed by other four members.

The following is an incumbent that wishes to be considered for reappointment:

Nominee

Nominated By

Samuel A. Horton

Incumbent

PRIOR ACTION:

City Council makes appointments to this board on annual basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Board of Trustees - Firemen's Relief and Pension Fund Member List
- 2) Application of Interest - Samuel A. Horton
- 3) Resume - Samuel A. Horton
- 4) Ballot

PRESENTATION: No

Board of Trustees - Firemen's Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barnes, Jerri		other four members	0	2017	12/31/2018	7/16/2015	2	
Dias, Veronica	Investment Banker	Council	4	2017	12/31/2018	10/8/2009	2	
Horton, Sr., Samuel A.		Council	14	2017	12/31/2017	12/18/1986	2	
Walters, II, Charles B.	Firefighter	elected by firefighters	0	2017	12/31/2019	10/16/2017	2	
Wilmoth, Jeff	Fire Lieutenant	elected by firefighters	0	2017	12/31/2018	5/22/2017	2	

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, October 5, 2017 1:15 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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	Samuel A. Horton
------	------------------

Home Address	1020 Palisade Road Pensacola, Florida 32504
--------------	---

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

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

Preferred Contact Phone Number(s)	850 484-2904
-----------------------------------	--------------

Email Address	shorton@bellsouth.net
---------------	--

Upload Resume (optional)	SAH Fire-Pension.docx
--------------------------	---------------------------------------

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	50 plus years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Firefighters' Relief and Pension Fund
Please list the reasons for your interest in this position:	I have been serving on this board for over 25 and bring a very unique perspective of history and experience related to the issues of Firefighter Pensions. Additionally I understand and protect within my fiduciary responsibilities important city issues. During my tenure on this board I have seen the funds for pensions grow to over \$110,000,000.00 with increased diversity to lessen the risk. I have the interest, time and experience to make positive impact on the Firefighters' Relief and Pension Fund.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Firefighters' Relief and Pension Fund
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
--------	------

Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

Samuel A. Horton

1020 Palisade Road
Pensacola, FL 32504
Cell 850 291-3765 sh-associates.llc@att.net

Forty years of increasing responsibility and varied decision-making experience with proficiency in managing complex demands and pressured situations, retired from Federal Civil Service. I have a long track record meeting objectives and accountability supported by extensive managerial training.

KEY SKILLS

☐ Coordinating ☐ Planning ☐ Analyzing ☐ Decision-Making

EXPERIENCE:

Chairman, City of Pensacola Fireman's & Pension Fund (1986 to Present)
Chairman & Director, Community Enterprise Investment Inc. (2007 to Present)
President, 100 Black Men of Pensacola, Inc. (2010 to present)
Owner, Samuel Horton & Associates (2007 to 2015)
Member, City of Pensacola Charter Review Commission
Member, 100 Black Men of America Chapter Evaluation Committee
Member, Escambia County Charter Commission for Home Rule (1993 to 1995)
Chairman, Airport and Aviation Advisory Committee (1989 to 1991)
President, St. Joseph Catholic Church Parish Council (1983 to 1989)
Member, City of Pensacola Zoning Board of Adjustment (1982 to 1988)
Graduate, L^{EAP} Leadership Pensacola 1988 (Alumni Member 1988 to present)

PROFESSIONAL TRAINING:

NSPS HR Elements for HR Practitioners T-3; NSPS HP Elements for Managers, Supervisors and Employees T-3; NSPS Performance Management for Employees/Managers T-3; Administering the Priority Placement Program (PPP) under the National Security Personnel System (NSPS) Basic Classification; Basic Staffing and Placement; Human Resources Development in the Public Sector; The Management Course by American Management Association; Executive Communication Skills; The Role of Supervisors and Managers in EEO; Basic Project Management; Assertiveness Training for Managers; Academic Instructors Training; and Acquisition & Logistics Management

Ballot – **Board of Trustees, Firemen’s Relief and Pension Fund**

November 9, 2017

Two year term expiring December 30, 2019

Member

_____ Samuel A. Horton

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00586

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AWARD OF BID# 17-042 PORT OF PENSACOLA FERRY LANDING - LANDSIDE FEATURES

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Ferry Landing Landside Features construction project at Commendencia Slip, directly west of the Port of Pensacola, will include an iconic 1,110 SF ferry terminal building (1,785 SF with platform) housing ticket sales, rest rooms, operations, passenger staging area, and a louvered free standing rain shelter. The effort will also include extension of utilities to and onto the ferry floating dock, where the two National Park Service ferries will be homeported. The floating dock is being constructed under a separate contract and will be completed ahead of the Landside Features.

PRIOR ACTION:

April, 10, 2014 - Council Presentation on status of Pensacola Ferry System

May 8, 2014 - City of Pensacola Resolution of Support for Pensacola Ferry System

October 23, 2014 - Council action approving FLAP grant acceptance, three party MOA, Resolution of Support and a Supplemental Budget Resolution

November 12, 2015 - Ferry Landing Architectural and Engineering (A&E) contract awarded to Atkins N.A.

March 17, 2016 - Council action approving 2nd FLAP grant acceptance, three party MOA, Resolution of Support and a Supplemental Budget Resolution

December, 8 2016 - Council action approving FSTED grant acceptance, resolution of support and a

Supplemental Budget Resolution

February 9, 2017 - Council action approving CEI contract awarded to Mott Macdonald

June 8, 2017 - Council action approving the Ferry Landing Waterside Features Contract to Bellingham Marine Construction dba Florida Floats Inc.

FUNDING:

Budget:	\$1,326,000	EFLHD FLAP Grant Award (First Award)
	(28,000)	EFLHD Project Management Fee
	751,145	EFLHD FLAP Grant Award (2nd Award)
	(15,000)	ELFHD Project Management Fee
	688,653	FSTED Grant Award
	787,037	CRA Capital Projects Fund
Total	<u>\$3,509,835</u>	
Actual:	\$ 938,251	Construction (Waterside Features, Bid Price)
	93,825	10% Contingency
	<u>1,032,076</u>	Sub-Total
	1,837,589	Construction (Landside Features, Bid Price + Add Alts #1&2)
	183,758	10% Contingency
	<u>2,021,347</u>	Sub-Total
	300,800	A&E Contract (Estimate)
	155,612	Construction Engineering Inspection (Estimate)
Total	<u>\$3,509,835</u>	

FINANCIAL IMPACT:

Grant funding in the amount of \$2,722,798 has been appropriated for this project. Additionally, \$787,037 is available in the CRA Capital Projects Fund for a total appropriation of 3,509,835 for this project. To date, \$1,394,663 has been expended/encumbered for the A&E Contract, Construction Engineering Inspection (CEI) and the Waterside Features leaving a balance of \$2,115,172 to complete the Landside Features project.

CITY ATTORNEY REVIEW: Yes

10/25/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Amy S. Miller, Port Director
Clark Merritt, Port Business Manager

ATTACHMENTS:

- 1) Tabulation Sheet, Bid No: 17-042
- 2) Vendor Reference Sheet, Bid No: 17-042

PRESENTATION: No

TABULATION OF BIDS

BID NO: 17-042

TITLE: PORT OF PENSACOLA FERRY LANDING - LANDSIDE FEATURES

OPENING DATE: September 29, 2017	THE	HEWES &	WHITESELL-GREEN,	BIG SKY
OPENING TIME: 2:30 P.M.	GREEN-SIMMONS	COMPANY,	INC.	UNDERGROUND
	COMPANY	LLC		
DEPARTMENT: Port	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL

Bid Amount	\$1,666,589.00	\$1,709,000.00	\$1,765,377.00	\$1,882,580.00
Additive Alternate No. 1	\$49,000.00	\$42,000.00	\$7,500.00	\$41,600.00
Additive Alternate No. 2	\$122,000.00	\$121,000.00	\$118,000.00	\$74,000.00
Additive Alternate No. 3	\$73,000.00	\$89,000.00	\$79,000.00	\$71,000.00
Attended Prebid	Yes	Yes	Yes	Yes

Opening Date: 09/29/17

Bid No.: 17-042

FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA FERRY LANDING - LANDSIDE FEATURES
PORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	N
070833	ASSOCIATION OF MARINA INDUSTRIES	50 WATER STREET	WARREN	RI	02885	N
070400	BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	N
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
044571	CHRISTOPHER'S MARINE CONTRACTING	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	Y
070832	CRANE MATERIALS INTERNATIONAL	1165 SE NORTHCHASE PARKWAY	MARIETTA	GA	30067	N
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
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
070828	EDSON INTERNATIONAL	146 DUCHAINE BLVD	NEW BEDFORD	FL	02745	N
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	N
070827	FLORIDA FLOATS DBA BELLINGHAM MARINE	1813 DENNIS STREET	JACKSONVILLE	FL	32204	N
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
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	Y
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
070829	INTERNATIONL DOCK PRODUCTS INC	3101 SW 25TH STREET BAY 106	PEMBROKE PARK	FL	33009	N
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
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
000436	LARRY M JACOBS & ASSOC INC	328 E GADSDEN ST	PENSACOLA	FL	32501	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
035623	MCCOY, MARCUS DBA MAVERICK DEMOLITION & LAND CLEARING	2355 SUMMIT BLVD	PENSACOLA	FL	32503	N
070830	MEECO SULLIVAN INC	1501 E ELECTRIC AVE	MCALESTER	OK	74501	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	Y
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	N
051747	PAEDAE PROPERTIES INC	5104 NORTH W STREET	PENSACOLA	FL	32505	N
030951	PAV'R CONSTRUCTION INC	P O BOX 1293	GULF BREEZE	FL	32562	N
003956	PENSACOLA CONCRETE CONSTRUCTION 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	Y
000225	PENSACOLA NEWS JOURNAL	P O BOX 13712	PENSACOLA	FL	32574	N
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
052760	REED, HEATHER DBA ECOLOGICAL CONSULTING SERVICES INC	38 S BLUE ANGEL PKWY #346	PENSACOLA	FL	32506	N
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
057937	ROPER & ROPER GENERAL CONTRACTORS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	N
070831	S F MARINA SYSTEMS	6364 ALLMONDSVILLE RD	GLOUCESTER		23061	N

Opening Date: 09/29/17

Bid No.: 17-042

**FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA FERRY LANDING - LANDSIDE FEATURES
PORT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	N
059753	SITE WORX OF NORTHWEST FL LLC	1450 EVERS HAVEN	CANTONMENT	FL	32533	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	N
057995	T&W BREAKING GROUND LLC	5748 PRINCETON DRIVE	PENSACOLA	FL	32526	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
037833	THE PENSACOLA VOICE	213 E YONGE ST	PENSACOLA	FL	32503	Y
053924	THOMPSON CONTRACTOR RESOURCES INC	196 E NINE MILE RD SUITE C	PENSACOLA	FL	32534	N
033977	THOMPSON TRACTOR	2650 W NINE MILE RD	PENSACOLA	FL	32503	N
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	N
070834	UNIVERSITY OF WISCONSIN DEPT OF ENGINEERING DOCKS AND MARINAS	1415 ENGINEERING DRIVE	MADISON	WI	53706	N
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	N
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	N
045140	WIT CONSTRUCTION SERVICES LLC	1161 WEST DETROIT BLVD	PENSACOLA	FL	32534	N

Vendors: 64



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00587

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT - COMMUNITY REDEVELOPMENT AREA OVERLAY

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The establishment of urban design standards has been identified as a key priority redevelopment project within each of the community redevelopment plans, including the Urban Core Redevelopment Plan, the Westside Redevelopment Plan, and the Eastside Neighborhood Plan, as incorporated into the Urban Infill and Redevelopment Area Plan. The Community Redevelopment Agency (CRA) approved the Fiscal Year 2017/2018 CRA Work Plan which authorized the development, adoption and codification of design standards for each of the City's three community redevelopment areas.

In accordance with the City's adopted redevelopment plans and the Fiscal Year 2017/2018 CRA Work Plan, the CRA submitted an application and received notice of award for a DEO Community Planning Technical Assistance grant in the amount of \$40,000 to supplement the full cost of engaging a highly qualified urban design consulting team. On September 11, 2017, the CRA approved the acceptance of the grant award. City Council approved Supplemental Budget Resolution No. 17-60, appropriating the grant funds on September 14, 2017.

Subsequent to the acceptance of the grant award by the CRA and appropriation of funds it was discovered that the grant agreement must be executed between the City of Pensacola and the Department of Economic Opportunity. Therefore, the required authorization has been brought forward to City Council.

PRIOR ACTION:

October 26, 2000 - City Council adopted the Urban Infill and Redevelopment Plan.

February 9, 2004 - City Council approved the Eastside Neighborhood Plan.

October 17, 2005 - City Council amended and readopted the Urban Infill and Redevelopment Plan, incorporating therein the Eastside Neighborhood Plan.

May 27, 2007 - City Council adopted the Westside Community Redevelopment Plan.

January 14, 2010 - City Council adopted the Urban Core Community Redevelopment Plan (2010).

April 10, 2017 - The CRA approved the CRA Work Plan for Fiscal Year 2018 and the balance of Fiscal Year 2017 which included the development of design standards for the Urban Core, Westside and Eastside community redevelopment areas.

September 11, 2017 - The CRA approved acceptance of the DEO Technical Assistance Community Planning Technical Assistance grant for the establishment of a community redevelopment area overlay.

September 11, 2017 - The CRA approved Supplemental Budget Resolution No. 2017-13 CRA appropriating the DEO Technical Assistance Community Planning Technical Assistance grant funds in the amount of \$40,000.

September 14, 2017 - City Council approved Supplemental Budget Resolution No. 17-60 appropriating the DEO Technical Assistance Community Planning Technical Assistance grant funds in the amount of \$40,000.

FUNDING:

Budget: \$40,000 DEO Technical Assistance Grant Award

Actual: \$40,000 DEO Technical Assistance Grant Award

FINANCIAL IMPACT:

Funds were appropriated on September 14, 2017 for this project and will be included on the Unencumbered Carryover Resolution.

CITY ATTORNEY REVIEW: Yes

10/30/2017

STAFF CONTACT:

Eric W. Olson, City Administrator

M. Helen Gibson, AICP, CRA Administrator

Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Notice of Award
- 2) DEO Technical Assistance Grant Agreement

PRESENTATION: No

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

August 17, 2017

The Honorable Ashton Hayward
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Re: FY 2017-2018 Community Planning Technical Assistance Grants

Dear Mayor Hayward:

Thank you for your interest in the Florida Department of Economic Opportunity's Community Planning Technical Assistance grant program. The level of interest in the program has been extremely high, with the Department receiving 130 requests totaling nearly \$4.8 million.

I am pleased to inform you that the project described in your grant request letter was selected for funding in the amount of **\$40,000**. We look forward to working with you to finalize the scope of work and execute the grant agreement. Department program staff will be in contact in the near future to get the process underway.

If you have any questions, please do not hesitate to contact Sherry Spiers, Regional Planning Administrator, by telephone at 850-717-8499 or by email at Sherry.Spiers2@deo.myflorida.com.

Sincerely,

Julie A. Dennis, Director
Division of Community Development

JAD/de

cc: Helen Gibson, CRA Administrator, City of Pensacola
Stella Lewis, Agreement Manager, Florida Department of Economic Opportunity

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the **City of Pensacola, Florida** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

I. GRANTEE AGREES:

A. Performance Requirements:

Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all of its attachments and/or exhibits, which are incorporated by reference herein.

B. Type of Agreement:

This Agreement is a **cost reimbursement** agreement.

C. Agreement Period:

The term of this Agreement begins on July 1, 2017, and shall end on June 30, 2018. DEO shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date. Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon Grantee's satisfactory performance of all duties and obligations hereunder, as determined by DEO.

D. Agreement Payment:

This Agreement shall not exceed **Forty Thousand Dollars (\$40,000)** which shall be paid by DEO in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on DEO or the State. DEO agrees to notify Grantee in writing at the earliest possible time if funds are not appropriated or available. The cost for services rendered under any other Agreement or to be paid from any other source is not eligible for reimbursement under this Agreement.

E. Requirements of paragraphs (a) – (i) of subsection 287.058(1), Florida Statutes (F.S.):

1. Grantee shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

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2. If travel expenses are authorized, Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S.
3. Grantee shall allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Agreement for Grantee's refusal to comply with this provision.
4. Grantee shall perform all work described in Attachment 1, Scope of Work.
5. Receipt by Grantee of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Grantee shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement.
7. Renewal: This Agreement may not be renewed.
8. If Grantee fails to perform in accordance with the Agreement, DEO shall apply the financial consequences specified herein.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property will remain with Grantee; whereas, intellectual property rights to all property created or otherwise developed by Grantee specifically for DEO will be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws of the State of Florida:

1. Grantee agrees that this Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Agreement. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. For avoidance of doubt, should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation shall control over the provisions of this Agreement.
2. If applicable, Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

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3. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements.
4. Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of subsection 20.055(S), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
5. **Public Entity Crime:** Pursuant to section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
6. **Advertising:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
7. **Sponsorship:** As required by section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including

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any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

8. Mandatory Disclosure Requirements:

a. Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Grantee or its affiliates.

b. Vendors on Scrutinized Companies Lists: If this Agreement is in the amount of \$1 million or more, in executing this Agreement, Grantee certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.

1) Pursuant to section 287.135(5), F.S., DEO may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification or if Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement.

2) If DEO determines that Grantee has submitted a false certification, DEO will provide written notice to Grantee. Unless Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Grantee.

3) In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

c. Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by section 287.134(1)(a), F.S. appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;

2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;

3) submit bids, proposals, or replies on leases of real property to a public entity;

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- 4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub-Grantee, or consultant under a contract or agreement with any public entity; or
- 5) transact business with any public entity.

9. [Intentionally Omitted.]

10. Information Release:

- a. Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's public records coordinator, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's public records coordinator, in a format that is compatible with the information technology systems of DEO.
- b. If DEO does not possess a record requested through a public records request, DEO shall notify the Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- c. DEO does not endorse any Grantee, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Grantee is prohibited from using Agreement information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- d. Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- e. If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 completion of the Agreement if the Grantee does not transfer the records to DEO upon termination of the Agreement.

- f. Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- g. In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.
- h. Grantee shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- i. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

11. Funding Requirements of Section 215.971(1), F.S.:

- a. Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).
- b. Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.
- c. Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of the Agreement.

G. Grantee Payments:

1. Grantee will provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures, with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, the deliverable for which payment is sought, a statement that the deliverable has been completed, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<http://www.myfloridacfo.com/aadir/interest.htm>

H. Final Invoice:

Grantee shall submit the final invoice for payment to DEO no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

I. Return or Recoupment of Funds:

1. Grantee shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by DEO. In the event that Grantee or its independent auditor discovers that an overpayment has been made, Grantee shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event that DEO first discovers an overpayment has been made, DEO will notify Grantee by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity."
2. If authorized and approved, Grantee may be provided an advance as part of this Agreement.
3. Notwithstanding the damages limitations of Section II.F., if Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between Grantee and any State entity, Grantee will repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

3. Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.
4. Grantee shall retain all Grantee records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements. Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.
5. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
6. Within sixty (60) days of the close of Grantee's fiscal year, on an annual basis, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.
7. Grantee shall (i) maintain all funds provided under this Agreement in a separate bank account, or (ii) Grantee's accounting system shall have sufficient internal controls to separately track the funds from this Agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

L. Employment Eligibility Verification:

1. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Grantee to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and,
 - b. Include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

3. If Grantee does not have an E-Verify MOU in effect, Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

M. Duty of Continuing Disclosure of Legal Proceedings: (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., the provisions of this section are not applicable)

1. Prior to execution of this Agreement, Grantee must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Grantee (and each subcontractor) in a written statement to DEO's Agreement Manager. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.
2. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, Grantee shall be required to provide DEO's Agreement Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Grantee will be able to perform the Agreement in accordance with its terms and conditions; and,
 - b. Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Assignments and Subcontracts:

1. Grantee agrees to neither assign the responsibility for this Agreement to another party nor subcontract for any of the work contemplated under this Agreement, or amend any such assignment or subcontract, without prior written approval of DEO. Any sublicense, assignment, or transfer occurring without the prior approval of DEO, shall be null and void.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7260 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. [Intentionally Omitted.]

P. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement for these services without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property furnished under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.
7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of the Agreement unless otherwise authorized in writing by DEO.

Q. [Intentionally Omitted.]

R. Procurement:

Grantee shall, at a minimum, follow its internal procurement policies and procedures.

S. Insurance:

During the Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

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Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Grantee providing such insurance. The following types of insurance are required.

1. Grantee's Commercial General Liability Insurance:

Unless Grantee is a state agency or subdivision as defined by section 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Grantee, at all times during the Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Agreement, which, at a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3. Other Insurance:

During the Agreement term, Grantee shall maintain any other insurance as required in Attachment 1, Scope of Work.

T. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.
2. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.
3. Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business

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operations information, or commercial proprietary information in the possession of the State or DEO.

4. Grantee agrees not to use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Grantee has access to either DEO's network or any DEO applications, or both, in order to fulfill Grantee's obligations under this Agreement, Grantee agrees to abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.
6. Grantee shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Grantee, its employees, agents, or representatives which is not in compliance with the terms of this Agreement (of which it becomes aware). Grantee also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Grantee by its sub-contractors or agents. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's approval of the contents of the notice. "Breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

U. Warranty of Ability to Perform:

Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee

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warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

V. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Agreement are hereby reserved to the State of Florida. The rights to any invention resulting from this Agreement that is for the performance of experimental, developmental, or research work are governed by 37 C.F.R. Part 401 and any of its implementing regulations as applicable.
2. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event that any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Grantee shall notify DEO. Any and all copyrights accruing under or in connection with the performance funded by this Agreement are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

W. Independent Contractor Status:

In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent Contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any

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other compensation of state employment as a result of performing the duties and obligations of this Agreement.

3. Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Grantee, and agreed to by DEO in Attachment 1, Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Grantee, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

X. Electronic Funds Transfer:

Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party signs this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

II. GRANTEE AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Grantee. Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:**1. Termination Due to the Lack of Funds:**

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than twenty-four (24) hour notice in writing to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Grantee shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Grantee. The decision shall be final and conclusive, unless within twenty-one (21) days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to section 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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E. Indemnification (NOTE: If Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Agreement.

Unless otherwise specifically enumerated in the Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this paragraph, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Grantee's Signatory:

Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the Grantee's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its

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discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

J. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Contact Information for Grantee and DEO:

DEO's Agreement Manager:

Stella Lewis
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8487
Facsimile: (850) 717-8522
Email: stella.lewis@deo.myflorida.com

Grantee's Agreement Manager:

Victoria D'Angelo, Assistant Director
City of Pensacola Community
Redevelopment Agency
222 West Main Street, Suite 314
Pensacola, FL 32521
Telephone: (850) 435-1817
Email: vdangelo@cityofpensacola.com

In the event that any of the information provided above changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to the Agreement.

L. Notices:

The contact information provided in accordance with Section II.K. above shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt or (iii) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

M. Attachments and Exhibits: Attached to and made part of this Agreement are the following Attachments and/or Exhibits, each of which is incorporated into, and is an integral part of, this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee Subcontractor(s) (Contractual Services)

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- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

N. Execution:

I have read the above Agreement and the attachments and exhibits thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties have caused this Agreement to be executed by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY**CITY OF PENSACOLA, FLORIDA**

By

Signature

Julie A. Dennis

Director

Title

Division of Community Development

Date

By

Signature

Ashton J. Hayward, III

Title

Mayor

Date

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Attest:

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

Ericka L. Burnett, City Clerk

By: _____

Approved Date: _____

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Attachment 1

SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to section 163.3168, F.S., and Specific Appropriation 2224Q, Chapter 2017-70, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** In accordance with the City of Pensacola's Urban Core, Westside, and Eastside Urban Infill and Redevelopment Area Community Redevelopment Plans, the Grantee, through its Community Redevelopment Agency, shall develop, adopt and codify community redevelopment area (CRA) design standards (CRA Design Standards) for the City's Urban Core CRA, Westside CRA, and Eastside CRA to remove blight and improve the physical appearance and livability of Grantee's older inner city neighborhoods. The adopted standards shall reflect a form-based code methodology which addresses urban patterns, architectural and landscape criteria, enforcement and review procedures and adheres to sound planning and growth management principles. Grantee shall conduct public meetings or workshops to obtain public input on the proposed CRA Design Standards and conduct public hearing(s) necessary to obtain adoption of the CRA Design Standards as a land development regulation(s) from Grantee's elected officials.
3. **GRANTEE RESPONSIBILITIES:** To perform the work and timely provide DEO with the deliverables identified in this paragraph and the table in paragraph S below pursuant to the terms of this Agreement.

A. Deliverable 1. Contextual Review, Outline of CRA Design Standards, and Charrette.

Grantee shall:

1. Identify the Grantee's vision and focus that will guide development of the CRA Design Standards through the collection, collation and review of previous studies and plans and other base information and materials.
2. Review the Grantee's current land development criteria and regulations and conduct on-site field reconnaissance to understand how various elements of the regulations and the CRAs interface under existing conditions within each of the Grantee's three CRAs.
3. Prepare an urban diagnostics/contextual review report which includes documentation of local conditions and/or development parameters within each of the CRAs. Elements for this report shall include the following: land use planning and urban design review (include land use and development patterns, form and character, and organizational and regulatory context), transportation and civil works review (including transportation, traffic, thoroughfare design/civil works and parking), and coastal and environmental issues review as related to the development of the CRA Design Standards.
4. Prepare a proposed outline of the CRA Design Standards for Grantee's CRAs based on the data, and information received under paragraphs 3.A.1-3.

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5. Conduct one advertised public charrette to obtain public input and address concerns from stakeholders.

B. Deliverable 2. Recommended CRA Design Standards.

Grantee shall:

1. Prepare draft recommended CRA Design Standards based on the outline identified in paragraph 3.A.4. above. Grantee shall incorporate public input into the draft recommended CRA Design Standards as Grantee deems appropriate. The draft recommended CRA Design Standards shall address the following elements within each CRA:
 - a. Urban patterns (including building placement and form, parking standards, and stormwater management).
 - b. Architectural standards (including massing and articulation of building forms, and composition of facades and other special architectural elements, as identified within each area).
 - c. Landscape standards (including landscaping options, stormwater management, paving materials, fencing and site walls).
2. Conduct one advertised public meeting or workshop to present the draft recommended CRA Design Standards to the City of Pensacola City Council, Community Redevelopment Agency Board, City of Pensacola Planning Board, and the community.
3. Finalize the recommended CRA Design Standards based on direction from the City of Pensacola City Council, Community Redevelopment Agency Board, and City of Pensacola Planning Board at the public meeting or workshop.

C. Deliverable 3. Proposed Amendment to Land Development Code.

Grantee shall:

1. Prepare proposed ordinance(s) to incorporate the final CRA Design Standards into the Grantee's Land Development Code.
 2. Grantee shall present the proposed Land Development Code amendment(s) and CRA Design Standards prepared pursuant to paragraphs 3.B.3. and 3.C.1. above to the City of Pensacola Planning Board at one advertised public hearing, and to the City of Pensacola City Council at a separate public hearing for adoption of the Land Development Code amendment(s).
- 4. DEO RESPONSIBILITIES:** To receive and review deliverables and, upon acceptance of deliverables and receipt of a complete invoice, process payment pursuant to the terms of this Agreement.

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5. **DELIVERABLES:** The specific deliverables, tasks, minimum level of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Contextual Review, Outline of CRA Design Standards, and Charrette. Grantee shall identify its vision and focus for developing design standards, prepare an urban diagnostics/contextual review report, prepare an outline of proposed CRA Design Standards, and conduct a public charrette in accordance with paragraph 3.A. above. Deliverable due date: March 15, 2018	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. PowerPoint presentation(s) (converted to PDF) or similar report(s) evidencing work performed under paragraphs 3.A.1 and 2. 2. Urban diagnostics/contextual review report. 3. Notice of the public charrette. 4. Copies of handouts or presentation material from the public charrette, or a memo or other document indicating that no handouts or presentation material was used. 5. Outline of proposed CRA Design Standards. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format.	\$10,000	As provided in paragraph 9 below.
Deliverable 2. Recommended CRA Design Standards and Public Meeting or Workshop. Grantee shall prepare and finalize recommended CRA Design Standards and conduct a public	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Final recommended CRA Design Standards prepared pursuant to paragraph 3.B.3. 2. Copy of the notice of the public meeting or workshop.	\$27,000	As provided in paragraph 9 below.

meeting or workshop in accordance with paragraph 3.B. above. Deliverable due date: May 15, 2018	3. Copy of the agenda for the public meeting or workshop. 4. Minutes or a written summary of comments made and received at the public meeting or workshop. 5. Copies of handouts or presentation material from the public meeting or workshop or a document indicating that no handouts or presentation material was used. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format.		
Deliverable 3. Proposed Amendment(s) to Land Development Code. Grantee shall prepare proposed amendment(s) to its Land Development Code, prepare adoption ordinance(s), and conduct public hearings in accordance with paragraph 3.C. above. Deliverable Due Date: June 1, 2018	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Adopted Land Development Code amendment(s) and adoption ordinance(s) incorporating the CRA Design Standards into the Land Development Code, or a document indicating that the City of Pensacola City Council decided not to adopt the Land Development Code amendment(s). 2. Copies of notices of the City of Pensacola Planning Board and City of Pensacola City Council public hearings. 3. Agendas for the City of Pensacola Planning Board and City of Pensacola City Council public hearings.	\$3,000	As provided in paragraph 9 below.

	4. Written summaries of the City of Pensacola Planning Board and City of Pensacola City Council public hearings. 5. Document identifying any changes to the CRA Design Standards prepared pursuant to paragraph 3.B.3 or proposed Land Development Code amendment(s) prepared pursuant to paragraph 3.C.1. above that are made by the City of Pensacola Planning Board or the City of Pensacola City Council at the public hearings, or a document indicating that no changes were made. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format, and, if applicable, all maps identified above on a compact disc in PDF format.		
Total Payment Amount Not to Exceed: \$40,000			

6. **COST SHIFTING:** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in Section II.A., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.
7. **INVOICE SUBMITTAL AND PAYMENT.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section I.G., **Grantee Payments**, in the amount(s) identified per deliverable in paragraph 5 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, **Funding Requirements of section 215.971, F.S.**, of this Agreement, Grantee will be reimbursed for allowable costs incurred and expended during the Agreement period by Grantee in carrying out the Project.

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Subject to the terms and conditions of this Agreement, an itemized invoice for each deliverable shall be submitted to DEO's Agreement Manager by U. S. Mail or by electronic mail either (a) with a deliverable, or (b) no later than seven (7) calendar days after written notice to Grantee that DEO has accepted the deliverable. Invoices are not required to be submitted through the Ariba Supplier Network described in Section I.G.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address,
2. Grantee's federal employer identification number,
3. the Agreement number,
4. the Grantee's invoice number,
5. an invoice date,
6. the dates of service,
7. the deliverable number,
8. a description of the deliverable,
9. a statement that the deliverable has been completed and
10. the amount being requested.

Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section I.H., **Final Invoice**, of this Agreement.

Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

a. For Work Performed by a Subcontractor:

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
2. Copies of paid invoices submitted to Grantee by the Subcontractor; and,
3. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

b. For Work Performed by Grantee's Employees:

1. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
2. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.

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- ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
 3. Invoices or receipts for other direct costs.
 4. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- c. Payment shall be provided to Grantee in accordance with section I.G., **Grantee Payments**, of this Agreement.
- 8. REVIEW AND ACCEPTANCE OF DELIVERABLES.** DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. If DEO determines that a deliverable is not sufficiently complete under this Agreement, DEO shall provide written notice of DEO's determination to Grantee's Agreement Manager by U. S. Mail or electronic mail. Grantee shall have 10 business days from the date of receipt of notice to correct the insufficiency, and during this 10 business day period, the financial consequences specified in section 9 of this Scope of Work will not be assessed. Payment for the deliverable shall not be due until the Grantee satisfactorily corrects the insufficiency and DEO notifies the Grantee's Agreement Manager in writing that the corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.
- 9. FINANCIAL CONSEQUENCES.** Failure to complete a deliverable or provide DEO with a deliverable that DEO determines is sufficient under the Scope of Work no later than five (5) business days after the due date shall result in a financial consequence of \$50 per business day, up to a maximum of \$500, until the deliverable is received by DEO.
- 10. SUBCONTRACTS.** In accordance with Section I.N.1., and subject to the terms and conditions in Sections I.N.2. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract shall be provided to DEO's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract.
- 11. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 5:00 p.m. on that day.
- 12. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT.** Unless otherwise required under paragraphs 3 or 5 above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable is required under paragraphs 3 or 5 above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date. Grantee shall address DEO's comments in the deliverable submitted to DEO for payment.
- 13. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in section 163.3184(1)(b), F.S., and will be evaluated for compliance as part

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of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in section 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material previously prepared or prepared by another author. At the option of the Grantee, copies of relevant documents may be appended to documents submitted to DEO for payment.

14. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding section II.A of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be in accordance with the following:

- a. Requests for extension of one or more deliverable due dates shall be submitted in writing (which may be by electronic mail) to DEO's Agreement Manager no later than four (4) business days before the due date (or the earliest of multiple due dates for which the extension is requested);
- b. A request for extension must state the reason for the extension; and
- c. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority does not apply to an extension of the Agreement Period defined in Section I.C. of this Agreement.

15. ADVERTISING AND INFORMATION RELEASE. Notwithstanding Sections I.F.6., **Advertising**, and I.F.10., **Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

16. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

17. NON-DISCRIMINATION. Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- a. Stop work under this Agreement on the date and to the extent specified in the notice,
- b. Complete performance of such part of the work as shall not have been terminated by DEO,

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- c. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest, and
- d. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:

Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Stella Lewis
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:

[Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, paragraph 3] <u>Category expenditures:</u> Contractual Services	 \$ _____
TOTAL	\$ _____

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Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE NAME: _____
 FEIN: _____

INVOICE NO.: _____
 INVOICE DATE: _____

Agreement No.: _____

TO:
 Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Stella Lewis
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:
 [Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, paragraph 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 \$ \$ \$ \$ \$ \$
TOTAL	\$

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Attachment 1-C – Invoice: Combination of Grantee Subcontractor(s) and Grantee's Employee(s)**INVOICE****GRANTEE NAME:** _____**INVOICE NO.:** _____**FEIN:** _____**INVOICE DATE:** _____**Agreement No.:** _____**TO:**

Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Stella Lewis
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:

[Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, paragraph 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
TOTAL	\$ _____

Attachment 1-D

Rick Scott
GOVERNORCissy Proctor
EXECUTIVE DIRECTOR

Grant Agreement Final Closeout Form

FLAIR Contract ID: _____	
Recipient Name: _____	Contract Amount: _____ \$0.00
Vendor ID: _____	Deobligated Funds: _____ \$0.00
Contract End Date: _____	Final Contract Amount: _____ \$0.00

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____ \$0.00
2. Total Recipient Expenditures	_____ \$0.00
3. Balance of Unexpended Program Income (from Section B)	_____ \$0.00
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____ \$0.00

Section B: Statement of Recipient Income

☐ There was no recipient income earned under this contract.
☒ The following recipient income was earned under this contract.

Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

☒ No tangible property was purchased in the contract period.
☐ All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____ Signature: _____

Title: _____ Date Signed: _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income and Property Inventory are true and accurate.

Name: _____ Signature: _____

Title: _____ Date Signed: _____

Date Updated: September 29, 2015

Attachment 2**AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

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4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/audgen/pages/flsaa.htm>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or

arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution

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of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$40,000**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00611

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

EASTSIDE LANDSCAPE, PARK, PROPERTY MANAGEMENT, LEASING, PUBLIC SPACE ENHANCEMENT, ACCESSIBILITY IMPROVEMENTS AND FACILITIES MAINTENANCE SERVICES INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND THE COMMUNITY REDEVELOPMENT AGENCY

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pursuant to the Eastside Plan, the Community Redevelopment Agency (CRA) has made/and or proposes to make certain improvements to public places, property and facilities on City owned and CRA owned properties within the Eastside Redevelopment Area. These improvements have or will result in increased maintenance above the level of maintenance required of the City of Pensacola prior to the improvements. The CRA may allocate a portion of the Redevelopment Trust Fund to support increases in maintenance costs as a result of such CRA projects.

The CRA does not have its own maintenance staff. However, the City possesses expertise in various matters related to the maintenance of CRA funded improvements and desires to make available professional staff and support services which can be efficiently utilized to maximize the resources available to the CRA for advancing the redevelopment, rehabilitation and improvement of the Eastside Redevelopment Area.

The Interlocal Agreement provides for the maintenance and payment of costs for landscape, park, public space enhancement, leasing, property maintenance, accessibility improvement maintenance services, and utilities as necessary and required for CRA improvements in the Eastside. City Council is being asked to approve the attached Interlocal Agreement through the later of December 31, 2045 or termination of the Eastside Redevelopment Trust Fund as provided in Chapter 163 of the Florida Statutes.

PRIOR ACTION:

None

FUNDING:

Budget: N/A

Actual: \$20,000

FINANCIAL IMPACT:

The City will be reimbursed for the cost of actual services provided at no less than \$20,000 for each Fiscal Year beginning October 1, 2017 and will increase based on the cost of actual services.

CITY ATTORNEY REVIEW: Yes

10/30/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Helen Gibson, CRA Administrator

ATTACHMENTS:

- 1) Eastside Landscape & Property Maintenance Interlocal Agreement
- 2) Exhibit A - Chappie James Project Area
- 3) Exhibit B - Chappie James Additional Parking Project Area

PRESENTATION: No

INTERLOCAL AGREEMENT

Eastside Landscape, Park, Property Management, Leasing, Public Space Enhancement, Accessibility Improvements and Facilities Maintenance Services

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into as of this _____ day of _____ 2017, between **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida ("Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida ("City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola ("City Council"), adopted Resolution No. 54-80 on September 25, 1980, describing the Urban Core Community Redevelopment Area ("Urban Core Community Redevelopment Area" or "Urban Core Area") and finding such to be a "blighted area" as defined in Section 163.340, Florida Statutes, and in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which created the Community Redevelopment Agency of the City of Pensacola and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Redevelopment Trust Fund for the Urban Core Community Redevelopment Area ("Urban Core Trust Fund"); and

WHEREAS, on March 27, 1984, the City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on October 26, 2000, the City Council adopted Ordinance No. 46-00, which delineated of the boundaries of the Urban Infill and Redevelopment Area (“UIRA”) by amending the comprehensive plan future land use map; and

WHEREAS, on October 26, 2000, the City Council adopted Ordinance No. 47-00, which adopted the Urban Infill and Redevelopment Plan (“UIRA Plan”); and

WHEREAS, on October 13, 2005, the City Council adopted Resolution No. 41-05 describing the Eastside Neighborhood Area (“Eastside Area” or “Eastside Urban Infill and Redevelopment Area”) of the UIRA and finding such to be “blighted area” as defined in Section 163.340, Florida Statutes and to be in need of redevelopment, rehabilitation and improvement; and

WHEREAS, on October 27, 2005, pursuant to Section 163.2520, Florida Statutes, the City Council adopted Ordinance No. 16-05, which created and established the Redevelopment Trust Fund for the Urban Infill and Redevelopment Eastside Area (“Eastside Trust Fund”); and

WHEREAS, on September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution 19-89 by adding additional priority elements, including certain park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan dating from 1989 as amended and adopted the Urban Core Community Redevelopment Plan dated 2010 (“Urban Core Community Redevelopment Plan” or “Urban Core Plan”); and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which became effective on January 10, 2011, amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on August 28, 2014, the City Council adopted Ordinance No. 32-14, which amended and readopted the Eastside Plan element (“Eastside Plan”) of the UIRA Plan adding priority elements; and

WHEREAS, the Agency is responsible for the implementation of the Urban Core Plan and the Eastside Plan for the redevelopment, rehabilitation and improvement of the Urban Core Area and the Eastside Area, respectively; and

WHEREAS, the City and the Agency are interested in removing blight, revitalizing and maintaining the Urban Core Area and the Eastside Area as visibly attractive, economically viable, and socially desirable areas of the City; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to pursue jointly and collectively the performance and implementation of Agency's projects and activities; and

WHEREAS, pursuant to the Eastside Plan, the Agency has made certain improvements to public places, property and facilities on City owned and Agency owned properties within the Eastside Area, such improvements the parties acknowledge and agree are City owned, and such improvements referred to as the Project, as hereinafter described; and

WHEREAS, the City possesses expertise in various matters, including but not limited to landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance which can be efficiently utilized by the Agency in the planning and implementation of the Eastside Plan; and

WHEREAS, the City desires to make available to the Agency, in accordance with the terms and conditions set forth in this Agreement, professional staff and support services to maximize the resources available to the Agency for advancing the redevelopment, rehabilitation and improvement of the Eastside Area; and

WHEREAS, in accordance with the above, the City, on behalf of the Agency, and with Agency reimbursement as provided for hereunder, has undertaken the responsibility for landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services for certain areas as designated herein, the "Project Areas," and has incurred costs ("Costs of the Project") for landscaping, park services, public space enhancement, property management, accessibility improvement, leasing, management, maintenance, repairs, replacement, sanitation, water and all utilities services of any kind whatsoever for any property, facility, or service, and any other costs incurred in relation to the Project and in connection therewith in increased amounts attributable to the improvements made by the Agency; and

WHEREAS, the Agency proposes to exercise its powers available under the Act, as hereinafter defined, to cause these landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services to be accomplished by, among other things, using Agency "increment revenues" deposited in the "Eastside Trust Fund to pay such Costs of the Project as hereinafter further defined; and

WHEREAS, the Agency proposes to make available to the City a correlating amount from the funds in the Eastside Trust Fund to reimburse the Costs of the Project incurred by the City on behalf of the Agency; and

WHEREAS, these ongoing Project landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services comply with and will further the purposes of the Eastside Plan in accordance with the Redevelopment Act, will promote the Agency and City, benefit the local economy, and will be of substantial benefit to the Agency and the City; and

WHEREAS, but for the mutual undertakings hereunder by the parties to this Agreement, it would be necessary for the Agency, acting individually, to provide all financing and take all actions required for such maintenance and improvements; however, as provided by the Act, as defined herein, each has elected to pursue jointly and collectively these separate actions, all in accordance with the intent and purpose of the Act permitting units of local governments, among other things, to provide from their revenues and other resources the financial and other support for the purposes set forth in interlocal agreements; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to remove and prevent blight and to redevelop the Eastside Area and to continue the Project undertaken by the Agency, specifically including more fully establishing the joint and several obligations, duties and responsibilities of the Agency and the City in providing for ongoing Project landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance, and means and method to pay the Costs of the Project, in order to further the purposes stated herein; and

WHEREAS City Council and the governing body of the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: RECITALS AND AUTHORITY

1.1. Recitals. The City and Agency agree that the foregoing recitals are correct, complete and not misleading and are hereby incorporated as if fully set forth herein.

1.2 Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969, codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the “Act”); City Council Resolution No. 54-80; City Council Resolution No. 55-80; City Council Resolution No. 65-81; City Council Ordinance No. 13-84; City Council Resolution 15-84; City Council Resolution No. 19-89; City Council Ordinance No. 46-00; City Council Ordinance No. 47-00; City Council Resolution No. 41-05; City Council Ordinance No. 16-05; City Council Resolution No. 24-06; City Council Resolution No. 02-10; City Council Resolution No. 22-10; City Council Ordinance No. 31-14; and City Council Ordinance No. 32-14; as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

In addition to the meanings assigned to capitalized terms in the recitals above, as used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Agency Payments” means the periodic payments made by the Agency to the City (or to other persons as directed by the City) from the Eastside Trust Fund pursuant to Article 4 and Article 5 hereof.

(2) “Agency's Other Obligations” means the payment to be made by the Agency from Increment Revenues deposited in the Agency’s Eastside Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(3) “Available Increment Revenues” means Increment Revenues remaining from time to time in the Eastside Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(4) “Effective Date” means the date on which this Agreement becomes effective as provided in Section 8.11 hereof.

(5) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(6) “Increment Revenues” means the funds received by the Agency and deposited in the Eastside Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Eastside Area.

(7) “Project Areas” means the locations to be provided landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services under this Agreement, such locations as depicted on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.

(8) “Project” means those landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services provided to the Project Areas.

2.2 Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons.

“Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 3: PURPOSE; FINDINGS

3.1. Purpose.

The purpose of this Agreement is to induce, encourage, assist and carry out ongoing services for certain Project Areas and to provide for parks, facilities and other improvements constructed and installed through the Agency, providing for the joint and cooperative effort and actions of the City and the Agency, and to induce, encourage, and carry out such activities through the City; and to establish the duties, responsibilities, and obligations of the Agency and the City in doing so, including the payment of the Costs of the Project from funds as described herein. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

3.2 Findings.

The City and the Agency do hereby find that the Costs of the Project protect, preserve, and enhance certain park, facilities and other improvements that have been or will be installed and are in the interest of the public health, safety and welfare, furthers a public purpose, and is a proper, legitimate, and needed action to be undertaken by the Agency and City. The parties further find that the Plan contemplates certain redevelopment actions, including the Project contemplated hereunder within the Eastside Area.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing City employees, contractors and sub-contractors, and resources to perform landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services to maintain the Eastside Area Project Area as described herein, in consideration of the reimbursement by Agency to City as described herein.

4.2 Project Administration.

The City shall be responsible for and shall oversee the landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services of the Project, including the payments to third parties incurred by the City for any Project services related thereto, and shall account to the Agency for such payments.

ARTICLE 5: REIMBURSEMENT AND PAYMENT

5.1 Reimbursement to the City.

In consideration of the services to be provided in Article 4 by the City, the Agency shall reimburse the City for the Costs of the Project in accordance with Section 163.387(6), Florida Statutes. The annual payment to the City shall be no less than \$20,000 for each fiscal year beginning October 1, 2017 and shall increase based on the cost of the actual services provided thereafter. Payment shall be made in lump sum fashion no later than December 31 for the then-current fiscal year, or in such other fashion or at such other time or times as the Chief Financial Officer of the City may determine in his sole discretion. Such amount shall be paid from Available Increment Revenues. The Agency's obligation to pay and/or reimburse the City hereunder shall be cumulative and shall continue, including past the expiration or termination of this Agreement, until the City has been repaid in full for all amounts due and owing hereunder. The Agency's payment obligations under this Agreement shall constitute an obligation to pay an indebtedness in accordance with the Act.

5.2. Subject to Superior Obligations.

The parties agree that the Agency's obligation to compensate the City pursuant to this Article shall be junior and inferior to the Agency's Other Obligations and any other debt obligations of the Agency with respect to payment priority. The Agency shall provide for the debt obligation arising hereunder in its annual budget.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated Community Redevelopment Agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the

creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: TERM, EVENT OF DEFAULT

7.1. Term.

This Agreement shall become effective October 1, 2017 and continue until the later of (i) December 31, 2045 or (ii) termination of the Eastside Trust Fund.

7.2. Default.

An “event of default” under this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. Upon an event of default and written notice thereof by the non-breaching party, the breaching party shall proceed diligently and in good faith to take all reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. If the event of default shall continue uncured for ninety (90) days, the non-breaching party may terminate this Agreement and proceed at law or in equity to enforce their rights under this Agreement. No delay or omission of the non-breaching party to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

Upon termination of this Agreement, the City shall transfer to the Agency copies of any documents, data, and information requested by the Agency relating to the services accomplished herein.

7.3 Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.11.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.8. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency

Community Redevelopment Agency of
The City of Pensacola, Florida
222 West Main Street
Pensacola, Florida 32502
Attention: CRA Administrator

To the City

City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attention: Mayor

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section.

8.9. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.10 hereof, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.10. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.9 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.11. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.12. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

Jewel Cannada-Wynn, CRA Chairperson

Ashton J. Hayward, III, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Content:

M. Helen Gibson, CRA Administrator

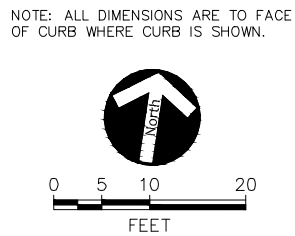
Richard Barker, Jr., Chief Financial Officer

Legal in Form and Valid as Drawn:

Lysia Bowling, City Attorney

Exhibit A
Chappie James Project Area

Exhibit B
Additional Chappie James Parking Project Area



ENGINEER OF RECORD	
ZACKARY W. STUHR	
FL# 77671	
DRAWN BY:	ZWS
DESIGNED BY:	ZWS
CHECKED BY:	---
APPROVED BY:	GSA
PROJECT NUMBER	100046428
DRAWING NUMBER	C-201





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00578

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

APPOINTMENTS - INTERNATIONAL RELATIONS ADVISORY BOARD

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board serves as a clearinghouse for the City with its six sister cities, international communities and organizations. The IRAB will assist elected officials and staff to coordinate contacts with international guests, coordinate official dignitary visits with foreign offices of protocol, promote positive community relations with international tourists and visitors, promote exchanges and inter-cultural activities to increase international trade, economic and community development through educational and cultural exchanges and serve as official ambassadors for the City with foreign dignitaries and other official international visitors.

The following are incumbents that wish to be considered for reappointment or have been nominated:

Nominee:

Laverne Baker
Nan Harper
Jena Melancon
Beth Partington
Douglas Trelfa
Brian Wyer

Nominated By:

Incumbent
Incumbent
Incumbent
Spencer
Incumbent
Wingate

PRIOR ACTION:

City Council appoints members to this board on a biennial basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) International Relations Advisory Board Member List
- 2) Application of Interest - Laverne Baker
- 3) Application of Interest - Nan Harper
- 4) Bio - Nan Harper
- 5) Application of Interest - Jena Melancon
- 6) Resume - Jena Melancon
- 7) Application of Interest - Beth Partington
- 8) Nomination Form - Beth Partington
- 9) Application of Interest - Douglas Trelfa
- 10) Nomination Form - Brian Wyer
- 11) Application of Interest - Brian Wyer
- 12) Resume - Brian Wyer
- 13) Ballot

PRESENTATION: No

International Relations Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Baker, Laverne		Council	4	2017	12/31/2017	11/15/2007	2	
Harper, Nan		Council	3	2017	12/31/2017	2/12/2009	2	
Melancon, Jena		Council	1	2017	12/31/2017	12/12/2013	2	
Parker, Julie Tippins		Council	1	2017	12/31/2017	8/23/2012	2	
Trelfa, Douglas		Council	1	2017	12/31/2017	12/12/2013	2	

Term Length: Two years

Serves as a clearinghouse for the City with its six sister cities, international communities and organizations. The IRAB will assist elected officials and staff to coordinate contacts with international guests, coordinate official dignitary visits with foreign offices of protocol, promote positive community relations with international tourists and visitors, promote exchanges and inter-cultural activities to increase international trade, economic and community development through educational and cultural exchanges and serve as official ambassadors for the City with foreign dignitaries and other official international visitors

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, October 4, 2017 8:03 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Laverne Baker
------	---------------

Home Address	84 Baybridge Drive Gulf Breeze, FL 32561
--------------	--

Business Address	84 Baybridge Drive Gulf Breeze, FL 32561
------------------	--

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

Preferred Contact Phone Number(s)	850 261-6048
-----------------------------------	--------------

Email Address	lbaker0606@aol.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	<i>Field not completed.</i>
Do you own property within the City limits?	No
Are you a registered voter in the city?	No
Board(s) of interest:	International Relations Advisory Board
Please list the reasons for your interest in this position:	I believe that this advisory board can continue to do great work in helping the City of Pensacola build international presence and maintain relationships. We are striving to let other international groups know that we are the umbrella organization for the City and can help each other leverage resources since we are not officially funded for a working budget. I have a deep passion for developing international relationships as it helps make our City a cultural melting pot.
Do you currently serve on a board?	Yes
If yes, which board(s)?	International Relations Advisory Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Asian-American

Physically Disabled

Field not completed.

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, October 3, 2017 3:22 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Nanette Harper
------	----------------

Home Address	45 Via de Luna Drive Pensacola Beach, Florida 32561
--------------	---

Business Address	45 Via de Luna Drive
------------------	----------------------

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

Preferred Contact Phone Number(s)	850-293-9321
-----------------------------------	--------------

Email Address	nanharper@nanharper.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	<i>Field not completed.</i>
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	International Relations Advisory
Please list the reasons for your interest in this position:	As President of Sister Cities, it is helpful to keep the city apprised of activities in the international interaction involving Pensacola.
Do you currently serve on a board?	Yes
If yes, which board(s)?	sister cities international
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	No

(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	<i>Field not completed.</i>

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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Nan Harper Bio

Nan Harper is passionate about the provincial charm of Escambia County and believes in the potential to incorporate its assets into an enclave of educational, cultural, and historic significance as a tourist destination highlighting these areas of interest. The concerted efforts of Visit Pensacola are bringing to fruition many of these expectations.

Nan is Realtor-owner of Island Realty on Pensacola Beach. She was President of the Pensacola Association of Realtors and State President of Florida's Women Council of Realtors. She feels that participation in community affairs is important as a service to her fellow citizens.

She is President of Pensacola's Sister Cities International, which has 8 Sister City relationships, two of which have been established during her term as leader of the organization. Economic opportunities have been implemented via these relationships: Spanish Jeweler Jaime Moreno partnered with Pensacola's Rock Hard, for an exposition held at Rock Hard's studio in Pensacola in 2013.

She formerly served as Chairman of the Pensacola International Relations Committee, and was Vice President of the Pensacola Beach Chamber of Commerce. She is President-Elect of Pensacola Navy League.

The wide variety of elements which add to the quality of life in this community is an invaluable asset which should be protected and strengthened. Community effort will be the key to enhancing the natural attractions which make the area the treasure of the northwest gulf coast.

Nan Harper
Owner-Realtor Island Realty
45 Via de Luna Drive
Pensacola Beach, Florida 32561-2003

NanHarper@NanHarper.com

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, October 3, 2017 5:41 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Jena C Melancon
------	-----------------

Home Address	914 N Baylen St
--------------	-----------------

Business Address	223 Palafox Place, Room 200
------------------	-----------------------------

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

Preferred Contact Phone Number(s)	8503773176
-----------------------------------	------------

Email Address	jenamelancon@gmail.com
---------------	--

Upload Resume (optional)	Resume Melancon.doc
--------------------------	-------------------------------------

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	International Relations Advisory Board
Please list the reasons for your interest in this position:	Because of my position at the Gulf Coast Citizen Diplomacy Council, I am uniquely positioned to help promote Pensacola beyond our borders & I am willing to assist the councilmembers in whatever way possible with international visitors.
Do you currently serve on a board?	Yes
If yes, which board(s)?	International Relations Advisory Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms I accept these terms.

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JENA MELANÇON

PROFESSIONAL EXPERIENCE

6/2008 – present Gulf Coast Citizen Diplomacy Council Pensacola, FL
Founder and Executive Director

- Recruited board members and incorporated the council in August 2008
- Successfully petitioned decision-makers in Washington, DC, to include the region on the US Department of State (DoS) International Visitor Leadership Program (IVLP) national itinerary
- Actively solicit IVLP delegations for the region and program their projects
- Balance local marketing efforts and membership recruitment with the goals of the national program
- Craft & direct youth programming in Pensacola for DoS youth programs Iraqi Young Leaders Exchange (2010-14), Youth Ambassadors (2012-17), *Jovenes en Accion* (2015-17)
- Supervise employees and volunteers

2004 – 10/2008 New Orleans Citizen Diplomacy Council Pensacola, FL
Program Consultant

- Worked independently preparing proposals for visiting delegations
- Marketed the Council in Washington, DC, to national agencies & DoS

2003 - 2004 Council for International Visitors of Greater New Orleans
Director of Programming

- Created professional programs for visiting delegations sent by DoS

1994 – 2001 *Mama I Ditya* (Mother & Child) Moscow, Russia
Principal

- Opened retail store specializing in maternity & juvenile products
- Organized annual shipments of product from the U.S. and Italy
- In 1996, the Russian-language edition of *Cosmopolitan* recognized *Mama I Ditya* as “the” place to shop for children in Moscow.

1999 - 2000 Babygift.com, Inc. New Orleans, LA
Director of Purchasing (Note: The site now at this domain is not where I worked.)

- Purchased and organized shipments of products worth over \$300K
- Dealt effectively with US Customs
- Supervised and trained four employees

1992 American Consulate General Milan, Italy
U.S. Foreign Commercial Service
Student Intern

- Researched & wrote a Topic Report on Italian Countertrade with Eastern Europe published by the US Department of Commerce which received written praise from the Commercial Consul & Consul General in Milan and the Deputy Chief of Mission in Rome

1989 - 1990 Office of Washington Federal Washington, DC
 Investigative Services (OWFIS)
 Office of Personnel Management (OPM)

Federal Investigator

- Conducted background investigations
- Served in the office responsible for liaison between OPM and the FBI, the White House, and other high-profile agencies
- Seven of 5,000 OWFIS cases were awarded a “Superior” rating by an independent review board during my year. Four of these investigations were mine.

EDUCATION

1991 - 1992 Universita' Luigi Bocconi SDA Milan, Italy
 Master in International Economics and Management

1985 - 1989 Georgetown University Washington, DC
 School of Foreign Service
 Bachelor of Science, Foreign Service (Asian Regional Studies)
 ■ Certificate in Asian Studies
 ■ Graduated *cum laude*

1987-1988 Sophia University Tokyo, Japan
 Junior year abroad

SERVICE & AWARDS

2016 Keynote Speaker for the Florida Association of International Educators
 2015 Co-chair, 75th anniversary of the IVLP Global Ties U.S. National Meeting
 2014-present Member, City of Pensacola International Relations Advisory Board; Vice
 Chair from February 2015 to present
 2012-2016 Host Mother; IYLEP & Youth Ambassadors
 2010-2012 Member, University of West Florida International Advisory Council
 2010 Excellence in Programming Award; National Council for International
 Visitors
 2008-2011 Member, Board of Directors, North Hill Preservation Association
 2008-2009 Acolyte Mother; First United Methodist Church, Pensacola, FL

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, October 26, 2017 7:49 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Beth Partington
Home Address	206 West Lloyd Street Pensacola, Florida 32501
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-572-5245
Email Address	beth-partington@cox.net
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?	26 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	International Relations Advisory Board
Please list the reasons for your interest in this position:	I have always been interested in international partnerships since I studied abroad my junior year in college at the University of Dijon in France. I would be honored to have the opportunity to promote and encourage cultural exchanges between Pensacola and other international cities. This past summer, our family hosted a young exchange student from Mexico through the Gulf Coast Citizen Diplomacy Council. Also, our son (who is 16 years old student in the International Baccalaureate Program at Pensacola High School) participated this past summer in a virtual exchange program sponsored by the US State Department with students from Iraq. The summer before, our son studied aboard in Spain. We believe that developing relationships with people from various backgrounds and nationalities expands our worldview and creates more acceptance across the globe.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Escambia County Public Schools Foundation; PTSA Pensacola High School
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
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Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Brian Spencer, do nominate Beth Partington
(Nominee)

206 West Lloyd Street 850-572-5245
(Home Address) (Phone)

(Business Address) (Phone)

beth-partington@cox.net
(Email Address)

for appointment by the City Council for the position of:

***MEMBER
INTERNATIONAL RELATIONS ADVISORY BOARD***

Provide a brief description of nominee's qualifications:

See attached application.



City Council Member

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, October 12, 2017 12:52 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Douglas Trelfa
Home Address	10051 Huntsman Path
Business Address	University of West Florida, Japan Center 11000 University Parkway Bldg. 71, Room 141
To which address do you prefer we send correspondence regarding this application?	<i>Field not completed.</i>
Preferred Contact Phone Number(s)	2137009469
Email Address	dtrelfa@uwf.edu
Upload Resume (optional)	<i>Field not completed.</i>

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have you been a City resident? 5 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: International Relations

Please list the reasons for your interest in this position: My office works Japan and the sister relationship between Gero and Pensacola

Do you currently serve on a board? Yes

If yes, which board(s)? International 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 Male

Race Other

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Gerald Wingate, do nominate Brian Wyer
(Nominee)

6061 Chapman Circle, Pensacola (04)
(Home Address) (Phone)

945 W. Michigan Ave, Ste 12B, Pensacola, (05)
(Business Address) (813)-390-8189
(Phone)

bwyer@gcaacc.info
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
INTERNATIONAL RELATIONS ADVISORY BOARD

Provide a brief description of nominee's qualifications:

Brian Wyer is the executive director of the Gulf
Coast African American Chamber of Commerce.
He is an accomplished Business Professional in Sales,
Information Systems, Quality Control and Management.

Gerald C. Wingate
City Council Member

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, October 20, 2017 10:36 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Brian Wyer
------	------------

Home Address	6061 Chapman Circle Pensacola, Florida 32504
--------------	--

Business Address	945 W. Michigan Ave, Ste 12B Pensacola, Florida 32505
------------------	---

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

Preferred Contact Phone Number(s)	8133908198
-----------------------------------	------------

Email Address	bwyer@gcaacc.info
---------------	--

Upload Resume (optional)	Brian Wyer Resume October 2017.doc
--------------------------	--

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	International Relations Advisory Board Eastside Redevelopment Board Planning Board
Please list the reasons for your interest in this position:	As the new Executive Director of the Gulf Coast African American Chamber of Commerce, I feel that my involvement in one of the boards will assist the City Council in the following areas: 1) Help to provide a diverse racial perspective. 2) Help to provide input from minority and small businesses to the Council. 3) Provide me the opportunity to build relationship with City leadership. 4) Assist me in better understanding the inner working of the City and pass along those details to our chamber members. 5) Provide feedback on experiences gain while leaving in Tampa, Florida for over 20 years. 6) PROVIDE ME THE OPPORTUNITY TO GIVE BACK !! The City of Pensacola provides support to our chamber. As an agency receiving support, it would be an honor to help give back to our city in the form of time and talent.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
--------	------

Race	African-American
------	------------------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

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

Brian P. Wyer

Pensacola, Florida

(813) 390-8198

<http://www.linkedin.com/in/brianwyer/>

bpwuwf@gmail.com

Accomplished Business Professional with Sales, Information Systems, Quality Control and Management experience. Commended for cross collaboration skills that consistently deliver results. Strong relationships in the Business, Political, and Educational Community with documented results.

PROFESSIONAL EXPERIENCE

EXECUTIVE DIRECTOR – GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE PENSACOLA, AUGUST 2017 - PRESENT

Coordinates chamber's development through membership and sponsors. Creates and implements chamber's work plans to achieve our vision and mission. Manages chamber's day-to-day operations including personnel, technology, budget and Board of Directors duties.

UWF STUDENT AMBASSADOR & DEVELOPMENT COORDINATOR, PENSACOLA, FL OCTOBER 2016 – JUNE 2017

Responsible for developing and implementing comprehensive programs that increase affinity, engagement and giving. Lead recruitment and retention of 30 student ambassadors. Hired and supervised a Student Ambassador Coordinator. Directed all program activities, advised, budget management, social media, scheduling and coaching of members. Lead the 50th Anniversary Faculty & Staff Annual Giving Campaign.

EXECUTIVE DIRECTOR - ESCAMBIA COUNTY PUBLIC SCHOOLS FOUNDATION PENSACOLA, 2015 – 2016

Raised awareness and visibility of the Foundation with a board of 25 members. Increased revenue and number of donors to support educational efforts in the Escambia County Public School District. Directed all fiscal affairs for over 270 restricted public school accounts and several hundred unrestricted donor account transactions. Managed Foundation's personnel, technology, and support services.

- Submitted compelling "ask" grants and received funding.
- Increased Foundation revenue and donors from the previous year.
- Built relationships with key county influencers that lead to donations.
- Planned and executed 8 successful community events for school programs.

PROPERTY MANAGER, Tampa and PENSACOLA, Florida 2012 – 2015

Performed property management duties for personal rental properties. Oversaw major home renovations over an extended period while working with various contractors in the region.

- Coordinated with the HGTV channel to film episodes of the nationally televised "House Hunters" and "Where Are They Now" TV shows.
- Appeared on WEAR-TV and Daily Brew news television segments about the shows and also was featured in a Pensacola News Journal article.

PRICEWATERHOUSECOOPERS, PwC, Tampa, Florida

1992 – 2012

US IT Operations Control Quality Manager (2008 – 2012)

Lead growth and operations of the Quality Control Group. Built valuable relationships and cross collaboration strategies to increase productivity and work force engagement.

- Created and implemented efficiencies that resulted in a 25-hour reduction in weekly hours.
- Selected to serve on the US IT Learning Advisory Board.
- **1st Winner of the PwC US IT Living the Values Award. Awarded to the top individual out of 1,800 candidates for leading in the firm's commitment to teamwork.**
- Directed PwC's largest deployment of servers for a five million dollar project.
- Developed a "Walk-a-mile" training program that built stronger relationships and reduced inefficient procedures across numerous teams.
- Facilitated efforts across 10 teams to reduce workload by 84% in less than 6 months.
- Initiated PwC's first All Pro Dads chapter and Recruited Tony Dungy as a Keynote Speaker.
- **An International Toastmasters Competent Communicator speaker.**

US IT Operational Readiness Manager/Production Services Manager (2000 - 2008)

Administered quality assurance audits. Developed a weekly "Go Live" meeting attended by all US IT teams, project managers, and business leaders.

- Led the VAX support services transition which resulted in a yearly \$150,000 cost savings and centralized support of the firm's financial systems in one location.
- Nominated for the US PwC Chairman's Award.
- Hired and managed a 24 x 7 team of 17 staff members and 2 supervisors.
- Responsible for the firm's entire multi-million dollar payroll processing, and billing duties.
- **2006 Recipient of the Local Chairman's Award.**

PwC's 1st Tampa Data Center Manager (1998 – 2000)

Manager of 3 distinct 24 x 7 US IT Operational teams. This position included the hiring and managing of over 48 staff members and contractors.

- Delivered key transition strategies for the Cooper & Lybrand and Pricewaterhouse merger.
- Successfully managed staff located remotely in 2 data centers.
- **Sought out as a key stakeholder in Year 2000 transition plan, the recovery of technical resources after the 9/11 attack and the NY data center decommission.**
- Technical specialist with excellent communication skills and operational disciplines.

EDUCATION

Bachelor of Science, Management/ Management Information Systems,
University of West Florida, Pensacola, Florida

COMMUNITY INVOLVEMENT / VOLUNTEER WORK

- University of West Florida (UWF) Foundation Board of Directors member
- UWF President, Vice-President and Board of Director of the National Alumni Association
- Association of Fundraising Professionals
- Pensacola Network member
- Achieve Escambia Leadership Council
- Junior Achievement Board of Director

Ballot – **International Relations Advisory Board**

November 9, 2017

Two year term expiring December 31, 2019

Member

_____ Laverne Baker

_____ Nan Harper

_____ Jena Melancon

_____ Beth Partington

_____ Douglas Trelfa

_____ Brian Wyer

Vote for Five

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00591

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

PUBLIC HEARING - AMENDMENT TO THE LAND DEVELOPMENT CODE SECTION 12-2-21
PALAFOX HISTORIC BUSINESS DISTRICT

RECOMMENDATION:

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

HEARING REQUIRED: Public

SUMMARY:

Currently, Land Development Code Section 12-2-21 Palafox Historic Business District does not specifically address the issue of internal illumination.

At the September 12, 2017 meeting of the Planning Board, the Board, at Council's request, reviewed Section 12-2-21(F)(4) (a) - Signs. The Board considered a possible amendment to the LDC addressing the issue of internal illumination of signs within the PHBD.

Recently, on two separate occasions, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signs within the PHBD. On appeal, the City Council has reversed the ARB on this issue, speaking to the lack of direction or specific prohibition within the Code, noting that within the Pensacola Historic District there exists a prohibition of such signage that is lacking within the PHBD.

Board member Monk stated that he was concerned with the continued compromise of the ordinance, stating that you either want bright lights or preservation of the historic aesthetic. Board Chairman Ritz advised that if the Board stated internally illuminated signs shall be prohibited, that would answer the problem and the ARB could then enforce the rule in the district. Further stating, that such language would give the ARB a position from which to rule.

Board member Grundhoefer explained that the ARB was attempting to maintain and preserve the integrity and

history of the city, and if the Planning Board also has that as a mantra, then the Board should be proud to take that on as well.

A motion was made to prohibit internally illuminated signs within the PHBD. This motion passed unanimously.

PRIOR ACTION:

August 10, 2017 - City Council forwards Internal Illumination issue within the PHBD to the Planning Board for review and recommendation.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance
- 2) Planning Board Minutes 9.12.17

PRESENTATION: No

PROPOSED
ORDINANCE NO. 41-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-21 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 12-2-21. - Palafox historic business district.

- (A) *Purpose.* The Palafox historic business district is established to preserve the existing development pattern and distinctive architectural character of the historic downtown commercial district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles, and to encourage a compact, convenient arrangement of buildings.
- (B) *Character of the district.* The Palafox historic business district is characterized by sites and facilities of historical value to the city. These buildings and historic sites and their period architecture (i.e., Sullivanese, Classical Revival, Renaissance Revival, and Commercial Masonry) blend with an overall pattern of harmony, make the district unique and represent the diversity of business activity and commercial architecture over a long period of Pensacola history. The district is an established business area, tourist attraction, containing historic sites, and a variety of specialty retail shops, restaurants, private and governmental offices, and entertainment centers.
- (C) *Historic theme area.* That portion of Palafox Place between Garden Street and Main Street is hereby designated a historical theme area, with a theme based on materials, signs, canopies, facades or other features as they existed in 1925 or earlier.
- (D) *Boundaries of the district.* The boundaries of the Palafox historic business district shall be the same as the Pensacola downtown improvement district as adopted pursuant to section 3-1-10 of the code, plus the west 14.25 feet of lot 214 and all of lots 215 and 216, old city tract.
- (E) *Procedure for review and submission of development plan.*

- (1) *Submission of plans.* Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. Such plans shall be promptly forwarded by the building official to the architectural review board. The building official or his designee shall serve as secretary to the board.
 - (2) *General conditions, procedures and standards.* Prior to submitting a formal application for approval of a proposed exterior alteration, the owner(s) shall confer with the staff of the architectural review board, who will seek the advice of the downtown improvement board staff, the Historic Pensacola Preservation Board staff and appropriate city staff if necessary to review:
 - (a) The relationship between the proposed exterior alteration or proposed exterior to buildings in the immediate surroundings and to the district in which it is located or to be located.
 - (b) At the time of the predevelopment conference, the applicant shall provide a sketch plan indicating the location of the proposed exterior alteration and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer, the city, the downtown improvement board, and the Historic Pensacola Preservation Board staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development.
 - (3) *Review and approval by the architectural review board.* All such plans shall be subject to review and approval by the architectural review board as established in section 12-13-3 and in accordance with the provisions of section 12-2-10(A)(4)(a) through (c), applicable to the historic zoning districts. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, provided, however such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.
- (F) *Architectural review of proposed exterior development.*
- (1) *General considerations.* The board shall consider plans for existing buildings based on their classification as significant, supportive, compatible or nonconforming as defined and documented in files located at the office of the downtown improvement board. In reviewing the plans, the board shall consider exterior design and appearance of the

building, including the front, sides, rear and roof, materials, textures and colors; plot plan or site layout, including features such as walls, walks, terraces, plantings, accessory buildings, signs, lights, awnings, canopies, and other appurtenances; and conformity to plans and themes promulgated, approved and/or amended from time to time by the city council; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and is not restricted to those exteriors visible from a public street or place. The board shall not consider interior design or plan. The board shall not exercise any control over land use, which is governed by particular provisions of this title, or over construction, which is governed by Chapter 14-1.

- (2) *Decision guidelines.* Every decision of the board, in their review of plans for buildings or signs located or to be located in the district, shall be in the form of a written order stating the findings of the board, its decision and the reasons therefor, and shall be filed with and posted with the building permit on site. Before approving the plans for any proposed building, or signs located or to be located in the district, the board shall find:
 - (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building or if due to a new use for the building the impairment is minor considering visual compatibility standards such as height, proportion, shape, and scale.
 - (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value or character of buildings on adjacent sites or in the immediate vicinity.
 - (c) In the case of a proposed new building, that such building will not be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, and scale.
 - (d) In the case of the proposed razing or demolition of an existing building, that the regulations established in section 12-2-10(A)(9) to (11) shall apply.
 - (e) In the case of a proposed addition to an existing building or the base of a proposed new building, or building relocation, that such addition, new building or relocation will not adversely affect downtown redevelopment plans or programs or the Comprehensive Plan of the city.
- (3) *Recommendation for changes.* The board shall not disapprove any plans without giving its recommendations for changes necessary to be made before the plans will be reconsidered. Such recommendations may be general in scope, and compliance with them shall qualify the plans for reconsideration by the board.
- (4) *Board review standards.* The architectural review board shall use the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings as the general governing standards for existing structures. New construction shall maintain scale and quality of design. All new construction shall be reviewed in terms of massing, rhythm, materials and details, building elements and site. Generally, all structures should be compatible in these categories to surrounding structures. In addition the following standards shall apply:

- (a) Signs. In the case of any proposed new or altered sign, that the sign will not impair the architectural or historical value of any building to which it is attached, nor any adjacent building, and that such sign is consistent with the theme and spirit of the block where it is to be located, and that such sign is consistent with the following provisions:
1. Within the Palafox historic business district, signs protruding into or overhanging the public right-of-way are permitted subject to prior approval by the board, and are subject to removal on thirty (30) days notice if the city actually requires the space for any public purpose. Such signs must be of a character and size consistent with maintenance of the theme and character of the district. Existing overhanging signs are hereby approved and will not require further board approval unless altered.
 2. Businesses located within the Palafox Historic Business District may place one portable (two-sided A-frame) sign on the sidewalk adjacent to the business location subject to the following conditions:
 - a. The maximum size of the sign shall not exceed two (2) feet wide by three (3) feet high;
 - b. The sidewalk width shall be a minimum of eight (8) feet;
 - c. A one time fee of forty dollars (\$40.00) shall be paid to the City of Pensacola for a license to use the sidewalk for placement of a sign;
 - d. A license to use agreement, with proof of insurance, shall be required to use an identified area of the sidewalk for locating a sign;
 - e. The sign shall be removed from the sidewalk at the close of business hours daily;
 - f. Signs shall require approval by the Downtown Improvement Board and Architectural Review Board.
 3. Rooftop signs are prohibited, provided the business for which the sign is erected remains continuously in business, existing signs violating this provision may continue in use. Upon application to and approval by the board, such existing signs may be permitted to remain in place for a longer period if the board finds that the sign is consistent with the theme and character of the district.
 4. Whirling and flashing signs attached to a building are prohibited, unless such signs replicate an original sign used at that location in the historical theme area. Balloon-type, portable or nonaccessory signs are prohibited.
 5. Internally illuminated signs shall be prohibited.
- (b) Building fronts, rears, and sides abutting streets and public areas. All structural and decorative elements of building fronts, rears, and sides abutting streets or public improvement areas shall be repaired or replaced to match as closely as possible the original materials and construction of that building.
- (c) Windows.

1. Window openings in upper floors of the front of the building shall not be covered from the outside.
2. Window panes shall not be painted.
3. The number of window panes and use of shutters should reflect the style and period of the structure.
4. Windows not in front of buildings shall be kept properly repaired or, with fire department approval, may be closed, in which case sills, lintels and frame must be retained and the new enclosure recessed from the exterior face of the wall.

(d) Show windows and storefronts:

1. A show window shall include the building face, porches, and entrance area leading to the door, sidelights, transoms, display platforms, and devices including lighting and signage designated to be viewed from the public right-of-way.
2. Show windows, entrances, signs, lighting, sun protection, porches, security grilles, etc., shall be compatible with the original scale and character of the structure and the surrounding structures.
3. Show windows shall not be painted for advertising purposes but may be painted for authorized identification of the place of business as authorized by the architectural review board.
4. Show windows with aluminum trim, mullions, or muntins shall be placed or painted consistent with and compatible to the overall facade design as authorized by the Board.
5. Solid or permanently closed or covered storefronts shall not be permitted, unless treated as an integral part of the building facade using wall materials and window detailing compatible with the upper floors, or other building surfaces.

(e) Exterior walls:

1. All exterior front or side walls which have not been wholly or partially resurfaced or built over shall be repaired or replaced in a manner approved by the Board. Existing painted masonry walls shall have loose material removed and painted a single color except for trim which may be another color. Patched walls shall match the existing adjacent surfaces as to materials, color, bond and joining.
2. Historic painted advertising on walls should be preserved at the discretion of the board.
3. Rear and side walls, where visible from any of the streets or alleys, shall be finished so as to harmonize with the front of the building.

(f) Roofs:

1. Chimneys, elevator penthouses or other auxiliary structures on the roofs shall be repaired or replaced to match as closely as possible the original.

2. Any mechanical equipment placed on a roof shall be so located as to be hidden from view or to be as inconspicuous from view as possible. Equipment shall be screened with suitable elements of a permanent nature or finished in such a manner as to be compatible with the character of the building or to minimize its visibility.
- (g) Walls and fences. The size, design and placement of these features within the Palafox historic business district shall be consistent with the architectural character within the immediate area of their location.
- (h) Landscaping and screening. Landscaping and screening requirements in the Palafox historic business district shall be based on applicable requirements of Chapter 12-6. All service areas (i.e. trash collection containers, compactors, loading docks) shall be fully screened from street and adjacent buildings by one of the following techniques: Fence or wall, six (6) feet high; Vegetation six (6) feet high (within three (3) years); A combination of the above.
- (5) *Review.* Any person aggrieved by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. He shall file with the city clerk a written notice requesting the council to review said decision.
- (G) *District rehabilitation, repair and maintenance guidelines.* The following rehabilitation, repair and maintenance standards shall be applied to all existing structures and land parcels respectively, whether occupied or vacant within the Palafox Historic Theme Area. These standards shall be considered as guidelines by the board when reviewing development plans in other areas of the Pensacola historic business district. In cases where an owner owns property comprising a total city block, the board shall consider the burden on the owner and may approve an incremental adherence to the standards or guidelines.
 - (1) *Building fronts, rears, and sides abutting streets and public areas.* Rotten or weakened portions shall be removed, repaired and replaced to match as closely as possible the original.
 - (2) *Windows.*
 - (a) All windows must be tight-fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints or loose mullions or muntins shall be replaced. All broken and missing windows shall be replaced with new glass.
 - (b) Window openings in upper floors of the front of the building shall not be filled or boarded-up. Window panes shall not be painted.
 - (3) *Show windows and storefronts.* All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
 - (4) *Exterior walls.*
 - (a) Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
 - (b) Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary.

- (c) Rear and side walls shall be repaired and finished as necessary to cover evenly all miscellaneous patched and filled areas to present an even and uniform surface.
- (5) *Roofs.* Roofs shall be cleaned and kept free of trash, debris or any other element which is not a permanent part of the building.
- (6) *Auxiliary structures.* Structures, at the rear of buildings, attached or unattached to the principal structure, which are structurally deficient shall be properly repaired or demolished as authorized by the architectural review board.
- (7) *Front, rear, and side yards, parking areas and vacant parcels.* When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district in which the space is located, provided, however, that the site shall be properly maintained free of weeds, litter, and garbage in accordance with applicable provisions of the code.
- (8) *Walls, fences, signs.* Walls, fences, signs and other accessory structures shall be properly maintained.

(H) *Survey, classification and technical assistance.*

- (1) *Survey and classification.* A survey of the district to determine in which areas historical themes are appropriate, and to classify buildings, by architectural design, and materials as historically significant, supportive, neutral, and nonconforming shall be available at the offices of the downtown improvement board and the Community Redevelopment Agency of Pensacola.
- (2) *Technical assistance.* Within the limits of staff capability and availability of funds, the board may provide sketches or renderings to property owners and/or merchants, showing suitable designs and themes for facade improvement.

SECTION 2 If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

September 12, 2017

MEMBERS PRESENT: Chairman Paul Ritz, Danny Grundhoefer, Kurt Larson, Nathan Monk

MEMBERS ABSENT: Jared Moore, Kyle Owens, Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner
Ericka Burnett, City Clerk

OTHERS PRESENT: William T. Butler, Diane Mack, Kamal Hossain

AGENDA:

- Quorum/Call to Order
- Swearing In of Members
- Approval of Meeting Minutes from August 8, 2017
- New Business:
 1. Request for Preliminary Plat Approval for Aguada Creek Subdivision
 2. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
 3. Consider LDC Amendment 12-2-21 Palafox Historic Business District
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:11 pm with a quorum present.

Swearing in of members – Paul Ritz was sworn in by the City Clerk's Office.

Mr. Larson nominated Mr. Ritz for Chairman, seconded by Mr. Grundhoefer, and it carried unanimously.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the August 8, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for Preliminary Plat Approval for Aguada Creek Subdivision

Ms. Deese requested this item be delayed to the last agenda item due to travel time for the developers traveling from Mississippi. The Board agreed.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143 / www.cityofpensacola.com

Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

Ms. Deese advised the owner's representative was available to discuss the project. This project was initially reviewed by the Board at their meeting on July 11, 2017. It has been revised based upon the comments and suggestions of the Board. Chairman Ritz addressed the increase of landscape at 9th and Springdale, the windows, the addition of brick on all sides and lighting features. He found this current version more attractive. Mr. Grundhoefer advised the client had addressed several concerns in decreasing the asphalt and adding landscape. There was also improvement with the brick detail and the proportions of the windows. Mr. Larson noted the trash enclosure at the southeast corner, and Ms. Deese advised the owner was willing to address the enclosure, and the Code would require it as well.

Mr. Hossain addressed the Board and stated the changes would improve the corner. He explained the trash enclosure would also be dealt with along with any other improvements required by the Board. Chairman Ritz preferred the changes from stucco to brick, and the revised version was a vast improvement and adhered to the requirements of the overlay district.

Mr. Grundhoefer suggested if the sidewalk could be pushed back or shifted to the west with a landscape buffer, possibly Asiatic jasmine, it would buffer the pedestrian and vehicular traffic and be much safer on 9th Avenue. Mr. Hossain advised they would take this suggestion into consideration. Ms. Deese advised this was a DOT street, and although it was a great idea, the Board would be limited in its authority.

Mr. Monk stated everyone had worked hard to improve the aesthetics of this section of town, and was hoping the actual construction once completed would continue to maintain this aesthetic in elevating this part of town.

Mr. Grundhoefer suggested the decorative base be a darker color brick, and since the handicap stall is usually placed at the center for convenience and usually empty, it allows more visibility of the front. Mr. Hossain advised they would also take this into consideration.

Ms. Mack addressed the Board and advised she was very happy with the process and efforts of everyone involved in this project. She was looking forward to sharing the new development with the neighborhood association and would be encouraging them to become patrons.

Chairman Ritz appreciated the civic involvement, and Mr. Larson thanked Mr. Grundhoefer for volunteering his assistance with the project. **Mr. Larson then made a motion to approve, seconded by Mr. Grundhoefer, and it carried unanimously.**

Consider LDC Amendment 12-2-21 Palafox Historic Business District

City Council, at their August 10th, 2017 meeting, referred to this Board for consideration a Land Development Code Amendment for Section 12-2-21 Palafox Historic Business District. Recently, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signage within the Palafox Historic Business District (PHBD). Two of the applicants chose to file an appeal to ARB's decision. City Council reversed the ARB decision on both occasions based on lack of specific prohibition within the Code. The amendment for Section 12-2-21 prohibits internal illumination with the exception of individual lettering of a sign shall be permitted.

Chairman Ritz informed he was at some of the meetings dealing with this issue and recalled the YMCA signage. Mr. Larson stated this falls in line with the question from the Holiday Inn with the individual letters being lit from behind or inside. He was instructed by Ms. Deese there was nothing in the code to address it specifically. **Mr. Larson made a motion to approve this addition to the LDC and then withdrew it for further discussion.**

Ms. Deese stated the YMCA signage was appealed followed by the Holiday Inn's signage on Main Street. In both instances, the ARB stated no internal illumination was allowed. During the discussion, the sign contractor for the Holiday Inn proposed lighting the letters instead of the entire panel, but ARB denied this suggestion as well. Ms. Deese stated this seemed to be a good compromise between what the hotel brand, the owner, or the sign contractor wanted and ARB's desire.

The amendment language was drafted by City Council since ARB is not a recommending body and does not have authority in legislation. The amendment, sponsored by Council President Spencer, was forwarded to the Planning Board for a recommendation back to City Council. Ms. Deese explained the Board could recommend approval as is, deny, or recommend changes. Mr. Grundhoefer stated if this was enforced, the YMCA with 4' illuminated letters would be a candidate. He objected to illuminated letters as well as illuminated signs in a historic district. Chairman Ritz advised the overall size of the letters might need to be considered, as in the case of the large YMCA sign. Ms. Deese clarified that some of the projects mentioned were in the historic district versus the PHBD, and the size of signage is increased in the PHBD. She advised there was an item on the ARB agenda at One Palafox Place for a large tenant who is asking for variances for several things, but it would relate to this since they have internal illumination on all three sides of their building. They also have a monument sign with illuminated lettering, which would meet the definition of this Code.

Mr. Monk was concerned with the continued compromise of the ordinance; we think we won't get new businesses with our existing ordinance. But he pointed out in the Franklin, Tennessee area, national chains were bending over backwards to change their signage and their aesthetics to blend in with the downtown historic district. He explained if the businesses want to be here, we should stand firm and they will comply. You either want bright lights or preservation of the historic aesthetic. Mr. Larson liked the individual letters which were backlit. Ms. Deese clarified if the Board wanted the lettering to be backlit or reverse channel, the appropriate language would have to be prohibiting internal illumination altogether. Chairman Ritz advised if the Board stated internally illuminated signs shall be prohibited, that would answer the problem, and ARB could then enforce the rule in the district. Mr. Monk recommended a letter going forward with this recommendation explaining the Board's reasoning.

Mr. Grundhoefer asked if the PHBD was in the ARB purview, and Ms. Deese stated it was. She pointed out there is specific language prohibiting illumination in the Pensacola Historic District but not in the PHBD which explained why there was an issue with the YMCA and the Holiday Inn. The ARB enforces 12-2-21. There is nothing to prohibit illumination in the PHBD, but the ARB thought it inappropriate which resulted in the appeals.

Mr. Larson made a motion that stops the sentence after the word "prohibited" with a period. (Internally illuminated signs shall be prohibited.) Council could then make the determination to accept or reject.

Mr. Monk seconded the motion. Chairman Ritz stated this would give the ARB a position from which to rule. Mr. Grundhoefer explained the ARB was attempting to maintain and preserve the integrity and history of the city, and if the Planning Board also has that as a mantra, then the Board should be proud to take that on as well. Mr. Larson stated Starbucks bent over backwards to get into Disney, and their signs are architecturally compliant with that environment. He stated we should be asking the businesses coming to Pensacola to meet the vision of the community. **With no other discussion, the motion carried unanimously.**

At this point, Ms. Deese had not heard from the applicants for Item 1, but the surveyor was available, and the Board returned to Item 1.

Request for Preliminary Plat Approval for Aguada Creek Subdivision

Ahi Esta LLC has submitted a request for Preliminary Plat approval for "Aguada Creek" subdivision. The townhouse development is proposed to be located on a .6027-acre site bounded by S. Intendencia Street on the south and S. Spring Street on the east. It is currently vacant. The proposed Preliminary Plat consists of 14 lots which measure at least 20 feet in width. This development is located within the C-2 zoning district as well as being within the boundary of the Dense Business Area (DBA); the maximum density within the DBA is 135 dwelling units per acre. The proposed development complies with this standard. Although the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides, DBA has a maximum front setback of 10 feet.

The minimum parking required for townhouse developments is 1 parking space per unit as cited in LDC Section 12-3-1(B); the developer intends to meet this requirement with garages accessed from the interior of the development. The Preliminary Plat has been routed through the various City departments and utility providers.

William Butler addressed the Board and stated the comments from Engineering were addressed by the developer. He advised the ingress/egress for the site would be performed in agreement with the Board and the LDC by the project engineer which was noted on the drawing (General Notes, No. 7). Chairman Ritz reminded the Board this was preliminary plat approval. The survey indicated all easements for the project.

Ron Ladner and Rimmer Covington (owner-developer) then arrived to speak to the item. Mr. Grundhoefer indicated he was happy to see townhouses on the street with rear access to garages. Mr. Covington explained they would use an underground protection system for storm-water. The garages would be on grade, stepping up 3' for the units. Mr. Ladner stated their architect was Bruce Toler. He pointed out there was a need for units locals could afford, and they were doing their best to meet that need.

Mr. Monk advised he liked the location which did not disrupt the existing neighborhood. **Mr. Monk made a motion to approve, seconded by Mr. Larson. Mr. Grundhoefer asked if part of the motion could be that the Board was accepting their responses and would see those items in the final plat. The amendment was accepted. This amendment confirmed that the ingress/egress was on Spring Street and storm-water retention, all of which was described by the applicant and accepted by the Board.** Mr. Ladner asked if there would be a problem with an entrance on Spring Street. Mr. Grundhoefer stated the problem would be the proximity of the driveway near the intersection. **The motion then carried unanimously.**

Open Forum – As Chairman, Mr. Ritz explained he will be attending the Boards, Authorities and Commissions Annual Report and Recognition Reception.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:21 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board

CITY CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

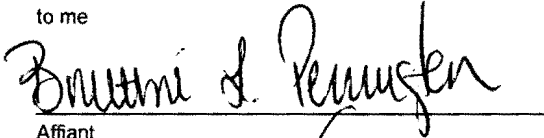
NOTICE OF PUBLIC HEARING

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

10/30/17

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

Sworn to and Subscribed before me this 30th of October 2017, by Brittini L Pennington who is personally known to me



Affiant



Mark Dee Kent

Notary Public for the State of Florida

My Commission expires October 27, 2019

NOTICE OF PUBLIC HEARING

On Thursday, November 9, 2017 at 5:30 p.m. in the Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering:

AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA, LAND DEVELOPMENT CODE SECTION 12-2-21 PALAFOX HISTORIC BUSINESS DISTRICT- PROPOSING TO PROHIBIT INTERNALLY ILLUMINATED SIGNS

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled public hearing.

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

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

For additional information regarding this public hearing, please call the Office of the City Council at 435-1609.

City of Pensacola, Florida
Ericka L. Burnett, City Clerk

Legal No. 2500895 1T October 30, 2017

Publication Cost: \$154.34

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 41-17

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

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

RECOMMENDATION:

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

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

HEARING REQUIRED: Public

SUMMARY:

Currently, Land Development Code Section 12-2-21 Palafox Historic Business District does not specifically address the issue of internal illumination of signs.

Recently, on two (2) separate occasions, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signs within the District. On appeal, the City Council has reversed the ARB on this issue, speaking to the lack of direction or specific prohibition within the Code.

At its September 12, 2017 Planning Board meeting, the Board took up the issue having been referred by the City Council. The City Council sent as a recommendation language stating, "Internally illuminated signs shall be prohibited, excepting that internal illumination of individual lettering of a sign shall be permitted."

The Board, during its discussion, felt that internal illumination of signs within the Palafox Historic District was not in keeping with the desire to maintain and preserve the integrity and history of the City. Mr. Grundhoefer (Board Member) stated, "...the ARB was attempting to maintain and preserve the integrity and history of the City, and if the Planning Board also has that as a mantra, then the Board should be proud to take that on as well."

The following Motion was made and seconded: Internally illuminated signs shall be prohibited. This motion carried unanimously.

PRIOR ACTION:

September 12, 2017 - Planning Board Meeting

August 10, 2017 - City Council forwards internal illumination issue within the PHBD to the Planning Board for review and recommendation.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 41-17
- 2) Planning Board Minutes 9.12.17

PRESENTATION: No

PROPOSED
ORDINANCE NO. 41-17

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-21 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-21. - Palafox historic business district.

- (A) *Purpose.* The Palafox historic business district is established to preserve the existing development pattern and distinctive architectural character of the historic downtown commercial district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles, and to encourage a compact, convenient arrangement of buildings.
- (B) *Character of the district.* The Palafox historic business district is characterized by sites and facilities of historical value to the city. These buildings and historic sites and their period architecture (i.e., Sullivanese, Classical Revival, Renaissance Revival, and Commercial Masonry) blend with an overall pattern of harmony, make the district unique and represent the diversity of business activity and commercial architecture over a long period of Pensacola history. The district is an established business area, tourist attraction, containing historic sites, and a variety of specialty retail shops, restaurants, private and governmental offices, and entertainment centers.
- (C) *Historic theme area.* That portion of Palafox Place between Garden Street and Main Street is hereby designated a historical theme area, with a theme based on materials, signs, canopies, facades or other features as they existed in 1925 or earlier.
- (D) *Boundaries of the district.* The boundaries of the Palafox historic business district shall be the same as the Pensacola downtown improvement district as adopted pursuant to section 3-1-10 of the code, plus the west 14.25 feet of lot 214 and all of lots 215 and 216, old city tract.
- (E) *Procedure for review and submission of development plan.*

- (1) *Submission of plans.* Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. Such plans shall be promptly forwarded by the building official to the architectural review board. The building official or his designee shall serve as secretary to the board.
 - (2) *General conditions, procedures and standards.* Prior to submitting a formal application for approval of a proposed exterior alteration, the owner(s) shall confer with the staff of the architectural review board, who will seek the advice of the downtown improvement board staff, the Historic Pensacola Preservation Board staff and appropriate city staff if necessary to review:
 - (a) The relationship between the proposed exterior alteration or proposed exterior to buildings in the immediate surroundings and to the district in which it is located or to be located.
 - (b) At the time of the predevelopment conference, the applicant shall provide a sketch plan indicating the location of the proposed exterior alteration and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer, the city, the downtown improvement board, and the Historic Pensacola Preservation Board staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development.
 - (3) *Review and approval by the architectural review board.* All such plans shall be subject to review and approval by the architectural review board as established in section 12-13-3 and in accordance with the provisions of section 12-2-10(A)(4)(a) through (c), applicable to the historic zoning districts. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board, provided, however such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.
- (F) *Architectural review of proposed exterior development.*
- (1) *General considerations.* The board shall consider plans for existing buildings based on their classification as significant, supportive, compatible or nonconforming as defined and documented in files located at the office of the downtown improvement board. In reviewing the plans, the board shall consider exterior design and appearance of the

building, including the front, sides, rear and roof, materials, textures and colors; plot plan or site layout, including features such as walls, walks, terraces, plantings, accessory buildings, signs, lights, awnings, canopies, and other appurtenances; and conformity to plans and themes promulgated, approved and/or amended from time to time by the city council; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and is not restricted to those exteriors visible from a public street or place. The board shall not consider interior design or plan. The board shall not exercise any control over land use, which is governed by particular provisions of this title, or over construction, which is governed by Chapter 14-1.

- (2) *Decision guidelines.* Every decision of the board, in their review of plans for buildings or signs located or to be located in the district, shall be in the form of a written order stating the findings of the board, its decision and the reasons therefor, and shall be filed with and posted with the building permit on site. Before approving the plans for any proposed building, or signs located or to be located in the district, the board shall find:
 - (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building or if due to a new use for the building the impairment is minor considering visual compatibility standards such as height, proportion, shape, and scale.
 - (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value or character of buildings on adjacent sites or in the immediate vicinity.
 - (c) In the case of a proposed new building, that such building will not be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, and scale.
 - (d) In the case of the proposed razing or demolition of an existing building, that the regulations established in section 12-2-10(A)(9) to (11) shall apply.
 - (e) In the case of a proposed addition to an existing building or the base of a proposed new building, or building relocation, that such addition, new building or relocation will not adversely affect downtown redevelopment plans or programs or the Comprehensive Plan of the city.
- (3) *Recommendation for changes.* The board shall not disapprove any plans without giving its recommendations for changes necessary to be made before the plans will be reconsidered. Such recommendations may be general in scope, and compliance with them shall qualify the plans for reconsideration by the board.
- (4) *Board review standards.* The architectural review board shall use the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings as the general governing standards for existing structures. New construction shall maintain scale and quality of design. All new construction shall be reviewed in terms of massing, rhythm, materials and details, building elements and site. Generally, all structures should be compatible in these categories to surrounding structures. In addition the following standards shall apply:

- (a) Signs. In the case of any proposed new or altered sign, that the sign will not impair the architectural or historical value of any building to which it is attached, nor any adjacent building, and that such sign is consistent with the theme and spirit of the block where it is to be located, and that such sign is consistent with the following provisions:
1. Within the Palafox historic business district, signs protruding into or overhanging the public right-of-way are permitted subject to prior approval by the board, and are subject to removal on thirty (30) days notice if the city actually requires the space for any public purpose. Such signs must be of a character and size consistent with maintenance of the theme and character of the district. Existing overhanging signs are hereby approved and will not require further board approval unless altered.
 2. Businesses located within the Palafox Historic Business District may place one portable (two-sided A-frame) sign on the sidewalk adjacent to the business location subject to the following conditions:
 - a. The maximum size of the sign shall not exceed two (2) feet wide by three (3) feet high;
 - b. The sidewalk width shall be a minimum of eight (8) feet;
 - c. A one time fee of forty dollars (\$40.00) shall be paid to the City of Pensacola for a license to use the sidewalk for placement of a sign;
 - d. A license to use agreement, with proof of insurance, shall be required to use an identified area of the sidewalk for locating a sign;
 - e. The sign shall be removed from the sidewalk at the close of business hours daily;
 - f. Signs shall require approval by the Downtown Improvement Board and Architectural Review Board.
 3. Rooftop signs are prohibited, provided the business for which the sign is erected remains continuously in business, existing signs violating this provision may continue in use. Upon application to and approval by the board, such existing signs may be permitted to remain in place for a longer period if the board finds that the sign is consistent with the theme and character of the district.
 4. Whirling and flashing signs attached to a building are prohibited, unless such signs replicate an original sign used at that location in the historical theme area. Balloon-type, portable or nonaccessory signs are prohibited.
 5. Internally illuminated signs shall be prohibited.
- (b) Building fronts, rears, and sides abutting streets and public areas. All structural and decorative elements of building fronts, rears, and sides abutting streets or public improvement areas shall be repaired or replaced to match as closely as possible the original materials and construction of that building.
- (c) Windows.

1. Window openings in upper floors of the front of the building shall not be covered from the outside.
2. Window panes shall not be painted.
3. The number of window panes and use of shutters should reflect the style and period of the structure.
4. Windows not in front of buildings shall be kept properly repaired or, with fire department approval, may be closed, in which case sills, lintels and frame must be retained and the new enclosure recessed from the exterior face of the wall.

(d) Show windows and storefronts:

1. A show window shall include the building face, porches, and entrance area leading to the door, sidelights, transoms, display platforms, and devices including lighting and signage designated to be viewed from the public right-of-way.
2. Show windows, entrances, signs, lighting, sun protection, porches, security grilles, etc., shall be compatible with the original scale and character of the structure and the surrounding structures.
3. Show windows shall not be painted for advertising purposes but may be painted for authorized identification of the place of business as authorized by the architectural review board.
4. Show windows with aluminum trim, mullions, or muntins shall be placed or painted consistent with and compatible to the overall facade design as authorized by the Board.
5. Solid or permanently closed or covered storefronts shall not be permitted, unless treated as an integral part of the building facade using wall materials and window detailing compatible with the upper floors, or other building surfaces.

(e) Exterior walls:

1. All exterior front or side walls which have not been wholly or partially resurfaced or built over shall be repaired or replaced in a manner approved by the Board. Existing painted masonry walls shall have loose material removed and painted a single color except for trim which may be another color. Patched walls shall match the existing adjacent surfaces as to materials, color, bond and joining.
2. Historic painted advertising on walls should be preserved at the discretion of the board.
3. Rear and side walls, where visible from any of the streets or alleys, shall be finished so as to harmonize with the front of the building.

(f) Roofs:

1. Chimneys, elevator penthouses or other auxiliary structures on the roofs shall be repaired or replaced to match as closely as possible the original.

2. Any mechanical equipment placed on a roof shall be so located as to be hidden from view or to be as inconspicuous from view as possible. Equipment shall be screened with suitable elements of a permanent nature or finished in such a manner as to be compatible with the character of the building or to minimize its visibility.
- (g) Walls and fences. The size, design and placement of these features within the Palafox historic business district shall be consistent with the architectural character within the immediate area of their location.
- (h) Landscaping and screening. Landscaping and screening requirements in the Palafox historic business district shall be based on applicable requirements of Chapter 12-6. All service areas (i.e. trash collection containers, compactors, loading docks) shall be fully screened from street and adjacent buildings by one of the following techniques: Fence or wall, six (6) feet high; Vegetation six (6) feet high (within three (3) years); A combination of the above.
- (5) *Review.* Any person aggrieved by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. He shall file with the city clerk a written notice requesting the council to review said decision.
- (G) *District rehabilitation, repair and maintenance guidelines.* The following rehabilitation, repair and maintenance standards shall be applied to all existing structures and land parcels respectively, whether occupied or vacant within the Palafox Historic Theme Area. These standards shall be considered as guidelines by the board when reviewing development plans in other areas of the Pensacola historic business district. In cases where an owner owns property comprising a total city block, the board shall consider the burden on the owner and may approve an incremental adherence to the standards or guidelines.
 - (1) *Building fronts, rears, and sides abutting streets and public areas.* Rotten or weakened portions shall be removed, repaired and replaced to match as closely as possible the original.
 - (2) *Windows.*
 - (a) All windows must be tight-fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints or loose mullions or muntins shall be replaced. All broken and missing windows shall be replaced with new glass.
 - (b) Window openings in upper floors of the front of the building shall not be filled or boarded-up. Window panes shall not be painted.
 - (3) *Show windows and storefronts.* All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
 - (4) *Exterior walls.*
 - (a) Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
 - (b) Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary.

- (c) Rear and side walls shall be repaired and finished as necessary to cover evenly all miscellaneous patched and filled areas to present an even and uniform surface.
- (5) *Roofs.* Roofs shall be cleaned and kept free of trash, debris or any other element which is not a permanent part of the building.
- (6) *Auxiliary structures.* Structures, at the rear of buildings, attached or unattached to the principal structure, which are structurally deficient shall be properly repaired or demolished as authorized by the architectural review board.
- (7) *Front, rear, and side yards, parking areas and vacant parcels.* When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district in which the space is located, provided, however, that the site shall be properly maintained free of weeds, litter, and garbage in accordance with applicable provisions of the code.
- (8) *Walls, fences, signs.* Walls, fences, signs and other accessory structures shall be properly maintained.

(H) *Survey, classification and technical assistance.*

- (1) *Survey and classification.* A survey of the district to determine in which areas historical themes are appropriate, and to classify buildings, by architectural design, and materials as historically significant, supportive, neutral, and nonconforming shall be available at the offices of the downtown improvement board and the Community Redevelopment Agency of Pensacola.
- (2) *Technical assistance.* Within the limits of staff capability and availability of funds, the board may provide sketches or renderings to property owners and/or merchants, showing suitable designs and themes for facade improvement.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Attest:

Approved: _____
President of City Council

City Clerk



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

September 12, 2017

MEMBERS PRESENT: Chairman Paul Ritz, Danny Grundhoefer, Kurt Larson, Nathan Monk

MEMBERS ABSENT: Jared Moore, Kyle Owens, Nina Campbell

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner
Ericka Burnett, City Clerk

OTHERS PRESENT: William T. Butler, Diane Mack, Kamal Hossain

AGENDA:

- Quorum/Call to Order
- Swearing In of Members
- Approval of Meeting Minutes from August 8, 2017
- New Business:
 1. Request for Preliminary Plat Approval for Aguada Creek Subdivision
 2. Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)
 3. Consider LDC Amendment 12-2-21 Palafox Historic Business District
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:11 pm with a quorum present.

Swearing in of members – Paul Ritz was sworn in by the City Clerk's Office.

Mr. Larson nominated Mr. Ritz for Chairman, seconded by Mr. Grundhoefer, and it carried unanimously.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the August 8, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for Preliminary Plat Approval for Aguada Creek Subdivision

Ms. Deese requested this item be delayed to the last agenda item due to travel time for the developers traveling from Mississippi. The Board agreed.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143 / www.cityofpensacola.com

Request for Site Plan Approval for 4771 North 9th Avenue (North 9th Avenue Corridor Management Overlay District)

Ms. Deese advised the owner's representative was available to discuss the project. This project was initially reviewed by the Board at their meeting on July 11, 2017. It has been revised based upon the comments and suggestions of the Board. Chairman Ritz addressed the increase of landscape at 9th and Springdale, the windows, the addition of brick on all sides and lighting features. He found this current version more attractive. Mr. Grundhoefer advised the client had addressed several concerns in decreasing the asphalt and adding landscape. There was also improvement with the brick detail and the proportions of the windows. Mr. Larson noted the trash enclosure at the southeast corner, and Ms. Deese advised the owner was willing to address the enclosure, and the Code would require it as well.

Mr. Hossain addressed the Board and stated the changes would improve the corner. He explained the trash enclosure would also be dealt with along with any other improvements required by the Board. Chairman Ritz preferred the changes from stucco to brick, and the revised version was a vast improvement and adhered to the requirements of the overlay district.

Mr. Grundhoefer suggested if the sidewalk could be pushed back or shifted to the west with a landscape buffer, possibly Asiatic jasmine, it would buffer the pedestrian and vehicular traffic and be much safer on 9th Avenue. Mr. Hossain advised they would take this suggestion into consideration. Ms. Deese advised this was a DOT street, and although it was a great idea, the Board would be limited in its authority.

Mr. Monk stated everyone had worked hard to improve the aesthetics of this section of town, and was hoping the actual construction once completed would continue to maintain this aesthetic in elevating this part of town.

Mr. Grundhoefer suggested the decorative base be a darker color brick, and since the handicap stall is usually placed at the center for convenience and usually empty, it allows more visibility of the front. Mr. Hossain advised they would also take this into consideration.

Ms. Mack addressed the Board and advised she was very happy with the process and efforts of everyone involved in this project. She was looking forward to sharing the new development with the neighborhood association and would be encouraging them to become patrons.

Chairman Ritz appreciated the civic involvement, and Mr. Larson thanked Mr. Grundhoefer for volunteering his assistance with the project. **Mr. Larson then made a motion to approve, seconded by Mr. Grundhoefer, and it carried unanimously.**

Consider LDC Amendment 12-2-21 Palafox Historic Business District

City Council, at their August 10th, 2017 meeting, referred to this Board for consideration a Land Development Code Amendment for Section 12-2-21 Palafox Historic Business District. Recently, the Architectural Review Board (ARB) has interpreted the Code to authorize the denial of internally illuminated signage within the Palafox Historic Business District (PHBD). Two of the applicants chose to file an appeal to ARB's decision. City Council reversed the ARB decision on both occasions based on lack of specific prohibition within the Code. The amendment for Section 12-2-21 prohibits internal illumination with the exception of individual lettering of a sign shall be permitted.

Chairman Ritz informed he was at some of the meetings dealing with this issue and recalled the YMCA signage. Mr. Larson stated this falls in line with the question from the Holiday Inn with the individual letters being lit from behind or inside. He was instructed by Ms. Deese there was nothing in the code to address it specifically. **Mr. Larson made a motion to approve this addition to the LDC and then withdrew it for further discussion.**

Ms. Deese stated the YMCA signage was appealed followed by the Holiday Inn's signage on Main Street. In both instances, the ARB stated no internal illumination was allowed. During the discussion, the sign contractor for the Holiday Inn proposed lighting the letters instead of the entire panel, but ARB denied this suggestion as well. Ms. Deese stated this seemed to be a good compromise between what the hotel brand, the owner, or the sign contractor wanted and ARB's desire.

The amendment language was drafted by City Council since ARB is not a recommending body and does not have authority in legislation. The amendment, sponsored by Council President Spencer, was forwarded to the Planning Board for a recommendation back to City Council. Ms. Deese explained the Board could recommend approval as is, deny, or recommend changes. Mr. Grundhoefer stated if this was enforced, the YMCA with 4' illuminated letters would be a candidate. He objected to illuminated letters as well as illuminated signs in a historic district. Chairman Ritz advised the overall size of the letters might need to be considered, as in the case of the large YMCA sign. Ms. Deese clarified that some of the projects mentioned were in the historic district versus the PHBD, and the size of signage is increased in the PHBD. She advised there was an item on the ARB agenda at One Palafox Place for a large tenant who is asking for variances for several things, but it would relate to this since they have internal illumination on all three sides of their building. They also have a monument sign with illuminated lettering, which would meet the definition of this Code.

Mr. Monk was concerned with the continued compromise of the ordinance; we think we won't get new businesses with our existing ordinance. But he pointed out in the Franklin, Tennessee area, national chains were bending over backwards to change their signage and their aesthetics to blend in with the downtown historic district. He explained if the businesses want to be here, we should stand firm and they will comply. You either want bright lights or preservation of the historic aesthetic. Mr. Larson liked the individual letters which were backlit. Ms. Deese clarified if the Board wanted the lettering to be backlit or reverse channel, the appropriate language would have to be prohibiting internal illumination altogether. Chairman Ritz advised if the Board stated internally illuminated signs shall be prohibited, that would answer the problem, and ARB could then enforce the rule in the district. Mr. Monk recommended a letter going forward with this recommendation explaining the Board's reasoning.

Mr. Grundhoefer asked if the PHBD was in the ARB purview, and Ms. Deese stated it was. She pointed out there is specific language prohibiting illumination in the Pensacola Historic District but not in the PHBD which explained why there was an issue with the YMCA and the Holiday Inn. The ARB enforces 12-2-21. There is nothing to prohibit illumination in the PHBD, but the ARB thought it inappropriate which resulted in the appeals.

Mr. Larson made a motion that stops the sentence after the word "prohibited" with a period. (Internally illuminated signs shall be prohibited.) Council could then make the determination to accept or reject.

Mr. Monk seconded the motion. Chairman Ritz stated this would give the ARB a position from which to rule. Mr. Grundhoefer explained the ARB was attempting to maintain and preserve the integrity and history of the city, and if the Planning Board also has that as a mantra, then the Board should be proud to take that on as well. Mr. Larson stated Starbucks bent over backwards to get into Disney, and their signs are architecturally compliant with that environment. He stated we should be asking the businesses coming to Pensacola to meet the vision of the community. **With no other discussion, the motion carried unanimously.**

At this point, Ms. Deese had not heard from the applicants for Item 1, but the surveyor was available, and the Board returned to Item 1.

Request for Preliminary Plat Approval for Aguada Creek Subdivision

Ahi Esta LLC has submitted a request for Preliminary Plat approval for "Aguada Creek" subdivision. The townhouse development is proposed to be located on a .6027-acre site bounded by S. Intendencia Street on the south and S. Spring Street on the east. It is currently vacant. The proposed Preliminary Plat consists of 14 lots which measure at least 20 feet in width. This development is located within the C-2 zoning district as well as being within the boundary of the Dense Business Area (DBA); the maximum density within the DBA is 135 dwelling units per acre. The proposed development complies with this standard. Although the provisions of the district eliminate the building setbacks, allowing for zero-lot lines on all sides, DBA has a maximum front setback of 10 feet.

The minimum parking required for townhouse developments is 1 parking space per unit as cited in LDC Section 12-3-1(B); the developer intends to meet this requirement with garages accessed from the interior of the development. The Preliminary Plat has been routed through the various City departments and utility providers.

William Butler addressed the Board and stated the comments from Engineering were addressed by the developer. He advised the ingress/egress for the site would be performed in agreement with the Board and the LDC by the project engineer which was noted on the drawing (General Notes, No. 7). Chairman Ritz reminded the Board this was preliminary plat approval. The survey indicated all easements for the project.

Ron Ladner and Rimmer Covington (owner-developer) then arrived to speak to the item. Mr. Grundhoefer indicated he was happy to see townhouses on the street with rear access to garages. Mr. Covington explained they would use an underground protection system for storm-water. The garages would be on grade, stepping up 3' for the units. Mr. Ladner stated their architect was Bruce Toler. He pointed out there was a need for units locals could afford, and they were doing their best to meet that need.

Mr. Monk advised he liked the location which did not disrupt the existing neighborhood. **Mr. Monk made a motion to approve, seconded by Mr. Larson. Mr. Grundhoefer asked if part of the motion could be that the Board was accepting their responses and would see those items in the final plat. The amendment was accepted. This amendment confirmed that the ingress/egress was on Spring Street and storm-water retention, all of which was described by the applicant and accepted by the Board.** Mr. Ladner asked if there would be a problem with an entrance on Spring Street. Mr. Grundhoefer stated the problem would be the proximity of the driveway near the intersection. **The motion then carried unanimously.**

Open Forum – As Chairman, Mr. Ritz explained he will be attending the Boards, Authorities and Commissions Annual Report and Recognition Reception.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 3:21 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00543

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

PUBLIC HEARING REGARDING THE SALE OF THE HAWKSHAW PROPERTY

RECOMMENDATION:

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

HEARING REQUIRED: Public

SUMMARY:

In June 2017, NAI Halford issued a Request for Proposals (RFP) for redevelopment of the property at 9th Avenue and Romana Street (Hawkshaw) on behalf of the CRA. Proposals were received from Galveztown, LLC and Robert Montgomery.

The CRA appointed Hawkshaw Proposal Selection Committee reviewed and ranked the two proposals. The selection Committee voted unanimously to recommend that the CRA approve the submission by Robert Montgomery as the top ranking proposal and recommended that CRA authorize staff to move forward to negotiate a development agreement.

The purchase price offered by Robert Montgomery is \$1,600,000, which is \$600,000 above the competing proposal and \$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.

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.

FUNDING:

Budget: \$ -0-

Actual:	\$1,600,000	Proceeds from Sale of Property
	<u>(64,000)</u>	4% Realtor's Commission
	\$ 1,536,000	

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

ATTACHMENTS:

- 1) 2017-09 Hawkshaw Parcel - City of Pensacola 9th Avenue at Romana Street Update

PRESENTATION: No

**HAWKSHAW PARCEL
VACANT LAND
CORNER OF SOUTH 9TH AVENUE AND EAST ROMANA STREET
PENSACOLA, FLORIDA**

PART ONE: INTRODUCTION

APPRAISAL REPORT

TITLE PAGE

PROPERTY

Vacant Land
(Hawkshaw Parcel)

LOCATION

Northeast Corner of South 9th Avenue and East Romana Street
Pensacola, Florida

DATE OF VALUE

September 6, 2017

DATE OF REPORT

September 10, 2017

PREPARED FOR

City of Pensacola
Community Redevelopment Agency
222 West Main Street
Pensacola, Florida 32502

*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

September 10, 2017

City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Attn: Ms. Helen Gibson, AICP,
CRA Administrator

Letter of Transmittal

RE: An Appraisal Report of the Vacant Parcel
located in the northeast corner of South 9th Avenue
and East Romana Street in Pensacola, Florida.

Dear Ms. Gibson:

At your request, an inspection has been made of the above referenced property for the purpose of estimating the current market value of the fee simple interest. 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 summary information about the subject property, current and projected market conditions, and other available data. This report contains summary explanations of the data, reasoning, and analysis used to develop the opinion of value. It also includes summary descriptions of the subject property, the property's locale, the market for the property type, and our 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. Along with this value estimate, current economic conditions indicate both the marketing period and exposure period to be within twelve months. Other than the appraisal performed for the City in May 2015 and November 2016, we 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.

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



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

Ms. Helen Gibson
September 10, 2017
Page Two

The subject property consists of an approximate 96,525 square foot parcel of land located in the northeast corner of South 9th Avenue and East Romana Street in downtown Pensacola. The property contains approximately 225 feet of frontage along the east right-of-way of South 9th Avenue with similar frontage along the west right-of-way of South 10th Avenue and 429 feet of frontage along the north right-of-way of East Romana Street and similar frontage along the south right-of-way of Colfax Street. The property is zoned "GRD", Gateway Redevelopment District allowing for a variety of residential and commercial uses. The property is vacant land available to be developed to its highest and best use. The guidelines for the development of the property are outlined in the Hawkshaw Final Urban Design Report and require additional scaling of structures and parking screened from public view. These requirements are designed to bridge the smaller scale Aragon residential neighborhood west of 9th Avenue with the more modern larger-scale office use to the east.

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. A hypothetical is that which is contrary to what exists, but is supposed for the purpose of analysis. ***The reader of this report is cautioned that this appraisal is subject to the following extraordinary assumption, and does not consider any hypothetical conditions.***

1. The subject size is based upon the tax map from the Escambia County Property Appraiser's Office and it is an extraordinary assumption that it is correct.
2. This report is based upon the extraordinary assumption that no private restrictions exist that would negatively affect the value or marketability of the property.
3. This report is based on the extraordinary assumption that no environmental conditions exist that would negatively affect the value or marketability of the subject property.

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, as of September 6, 2017, the last date of inspection, was:

ONE MILLION SIX HUNDRED SIXTY FIVE THOUSAND DOLLARS

\$1,665,000

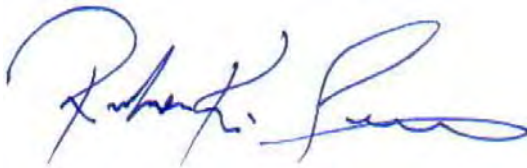
I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida.

Ms. Helen Gibson
September 10, 2017
Page Three

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). 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. After your review, should you have questions, please call.

Respectfully submitted,



Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922

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SUBJECT PHOTOGRAPH



View of Subject Property

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

CLIENT:	Community Redevelopment Agency of the City of Pensacola
INTENDED USERS:	Community Redevelopment Agency of the City of Pensacola
INTENDED USE:	This appraisal is being prepared for use by the Community Redevelopment Agency of the City of Pensacola in determining the market value of the described parcel of land.
CURRENT OWNER:	Community Redevelopment Agency of the City of Pensacola
PROPERTY LOCATION:	The Northeast corner of South 9 th Avenue and East Romana Street in Pensacola, Florida, 32502
SITE SIZE:	The subject site is a rectangular shaped parcel of land containing approximately 96,525 square feet. The property contains approximately 225 feet of frontage along the east side of South 9 th Avenue and the west side of South 10 th Avenue and approximately 429 feet of frontage along the north side of East Romana Street and the south side of Colfax Street.
IMPROVEMENTS:	The property is vacant land available to be developed to its highest and best use.
ZONING:	The property is zoned "GRD", Gateway Redevelopment District with development governed by the Hawkshaw Urban Design Guidelines, which are site specific.
ENVIRONMENTAL CONCERNS:	None noted.
HIGHEST AND BEST USE:	The highest and best use of the property is the development of the site with mixed-use residential and commercial uses.
DATE OF VALUE:	The current date of value is the last date of inspection, which was September 6, 2017.
ASSESSED VALUE:	\$999,000
PROPERTY TAX:	\$0.00
PROPERTY RIGHTS APPRAISED:	Fee Simple Estate

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (Cont'd.)**MARKET VALUE:**

COST APPROACH:	Not Applicable
SALES COMPARISON APPROACH:	\$1,665,000
INCOME CAPITALIZATION APPROACH:	Not Applicable
FINAL MARKET VALUE INDICATION:	\$1,665,000

SCOPE OF WORK

The intended user and client of this report is the Community Redevelopment Agency of the City of Pensacola. The intended use of this appraisal is to determine the current market value of the parcel. 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 property, and surrounding neighborhoods. Notes were taken for the descriptions and write-ups found within this report. A copy of the Tax Plat was relied upon by the appraisers as factual for the analysis purposes.

In addition to the physical inspection, research was conducted on a regional and neighborhood basis in an effort to identify trends and factors that 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 highest and best use, similar vacant land sales were researched for use in the sales comparison approach to value. The comparables 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 applicable approach to value. As this is the valuation of vacant land the cost approach and income approach are not considered applicable and have not been developed in this assignment. Given no reasonable appraiser would employ the cost or income approach in valuing vacant land in the downtown Pensacola area, the elimination of these approaches does not reduce the reliability of this report or the value conclusion. The current market value opinion of the subject's fee simple estate has an effective date of September 6, 2017, which was the last date of inspection.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of a fee simple estate. "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

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 the Community Redevelopment Agency of the City of Pensacola to determine the current market value of the subject property.

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

DATE OF VALUE AND OF PROPERTY INSPECTIONS

The property was last inspected on September 6, 2017, which is also the current date of value. This report was signed on September 10, 2017.

MARKET VALUE DEFINITION AND IMPLICATIONS

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.”²

² Office of the Comptroller of the Currency, 12 C.F.R., Part 34.

IDENTIFICATION OF THE PROPERTY

PROPERTY ADDRESS:	Northeast corner of South 9 th Avenue and East Romana Street in Pensacola, Florida
LEGAL DESCRIPTION:	All of Block 5, New City Tract, also the adjoining south 25 feet of Colfax Street and the west 29 feet of South 10 th Avenue vacated rights-of-way within the City of Pensacola, Florida.
CURRENT OWNER:	Community Redevelopment Agency of the City of Pensacola
TYPE OF OWNERSHIP:	Fee Simple Estate
PHYSICAL:	The subject property is vacant land containing approximately 96,525 square feet located in the northeast corner of South 9 th Avenue and East Romana Street in downtown Pensacola, Florida.

HISTORY OF THE PROPERTY

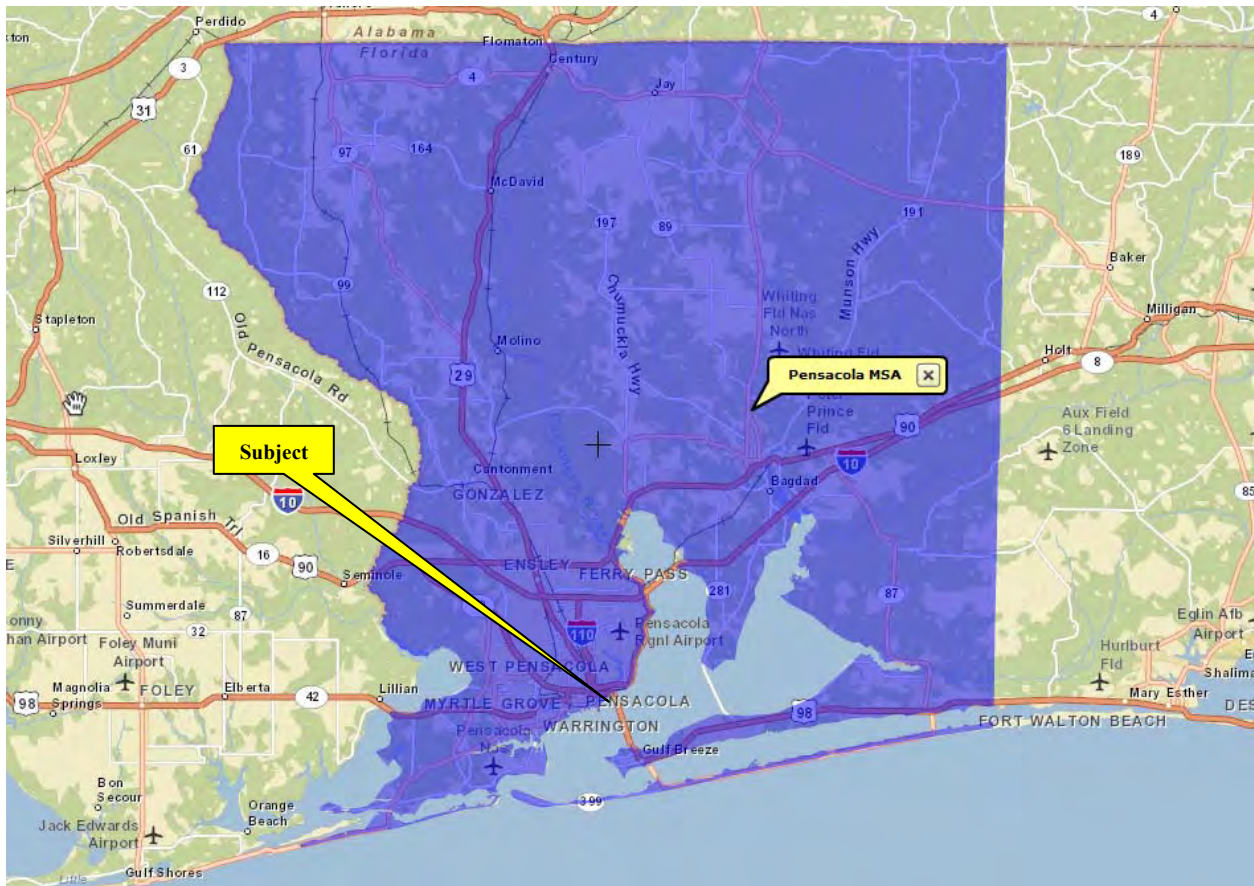
The subject property has remained under the current ownership for more than the past five years. The property was offered for sale through a Request for Development Proposal (RFP) in 2014 and the city received just one response at \$775,000. The response came in shortly after the flooding in late April 2014 and it is uncertain if this affected the proposal due to the flooding downtown. The RFP was rejected because the plans were for less than 30-units, which the CRA deemed as too low of density. The city envisions 50 to 80 condominiums in a complex that could be up to eight floors as well as other commercial space. A new RFP was opened in April 2015 and it is my understanding that five developers came forward with proposals for development. One developer proposed 57 residential units with 4,000 to 5,000 square feet of retail space and another proposed 50,000 square feet of residential space with 6,000 square feet of retail space. I am unaware of what the other developers proposed.

The subject was listed for sale by NAIHalford on January 10, 2017 at \$1,740,000 with proposals subject to the Hawkshaw Urban Design Guidelines to be submitted prior to August 7th. A contract for \$1,600,000 has been submitted by a local developer subject to the approval by the CRA and the City Council.

Other than noted above, we are unaware of any active listings, offers, or leases affecting the subject property.

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	649	\$332,410	7,640	\$187,750	466	\$72,156
2017 Active*	277	\$545,650	3,048	\$287,424	944	\$77,397

*As of 06/2017

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 June of 2017 there were 277 condo units listed in the two-county area, which represents an inventory of about 5 to 6 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 several new condominium developments under construction or planned in the Pensacola MSA to help meet the current demand.

According to the PARMLS, as of June of 2017 there were 3,048 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 637 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.

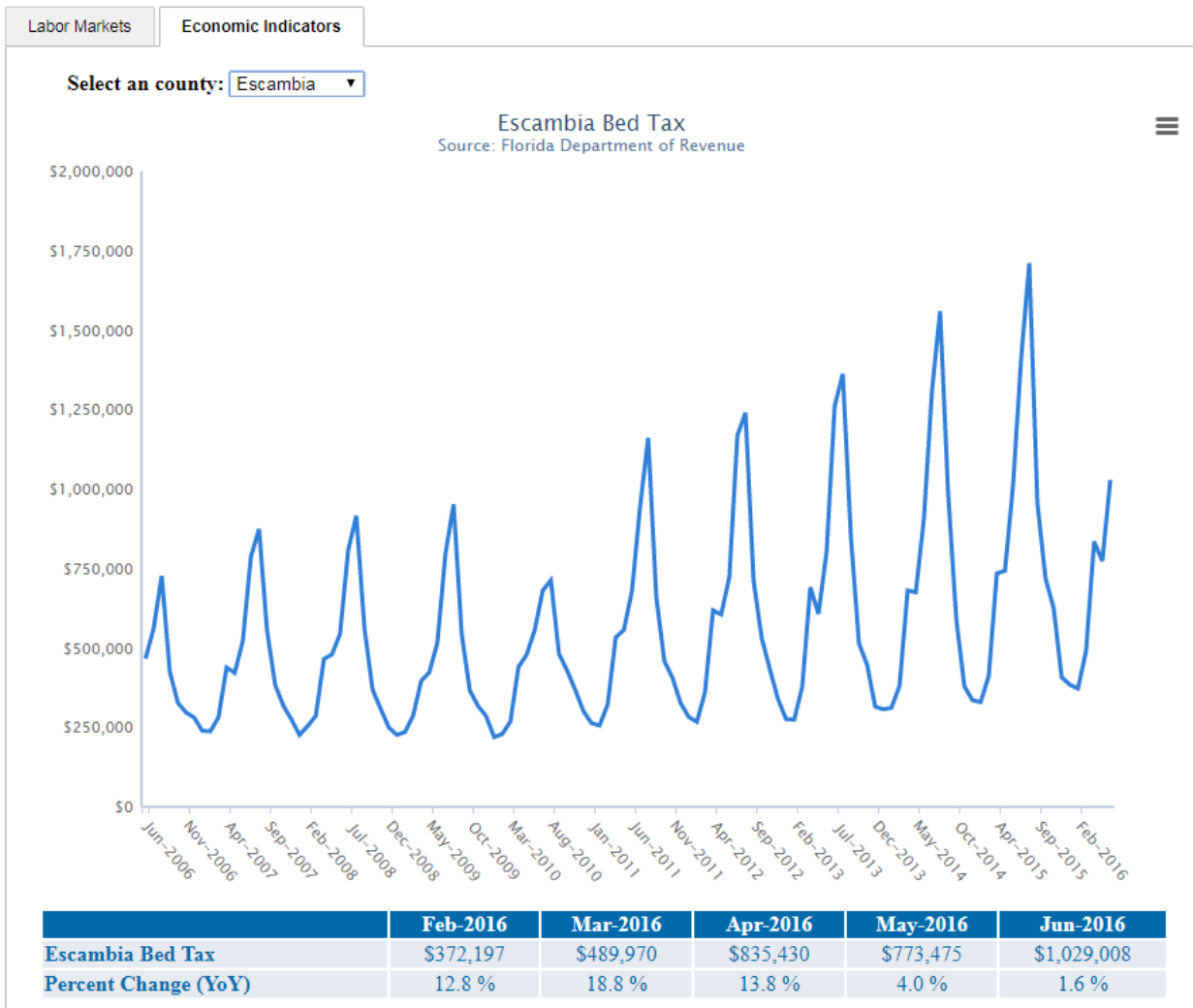
There were 944 single-family lots (<1/2 acre) listed in the PARMLS in June of 2017 within the two-county area. In 2016 the lot absorption rate was about 39 sales per month, and considering the current listings, there is just over a 24 month inventory; however, with the increasing population and the need 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.

GENERAL AREA DATA (Cont'd.)

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 2017, the Santa Rosa Economic Development Council website <http://www.santarosaedo.com/page/military/> stated there were more than 16,000 military personnel and 9,400 civilians working in the Escambia and Santa Rosa County areas and they contribute approximately \$1.2 billion to the local economies annually. The Coast Guard also recently announced that it will be relocating two 210 foot Coast Guard Cutters to the Pensacola Naval Air Station and a 225 foot Seagoing Buoy Tender. These ships will be bringing with them about 152 new families to the area.

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.

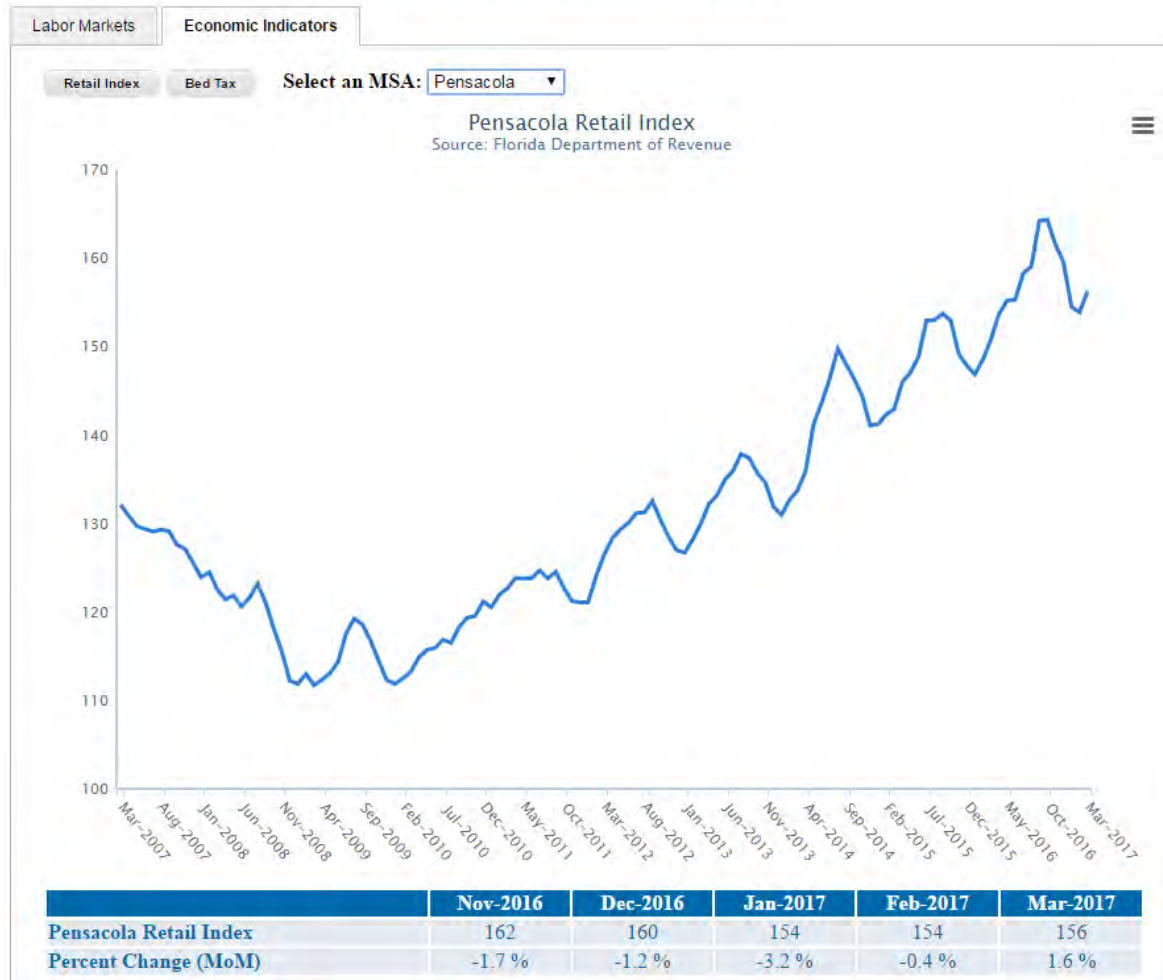
Tourism in the general area is one of the largest industries, along with the military. To capitalize from the growing number of tourist, the county has a local "bed tax" that produces additional revenue from the number of tourist staying in the various hotels and motels throughout the county. As reported by the Clerk of the Circuit Court's Office of Escambia County and Santa Rosa County and reported by the Haas Center at UWF, 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 past years Tourist Development tax Collection Data for the Pensacola MSA follows.

GENERAL AREA DATA (Cont'd.)

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

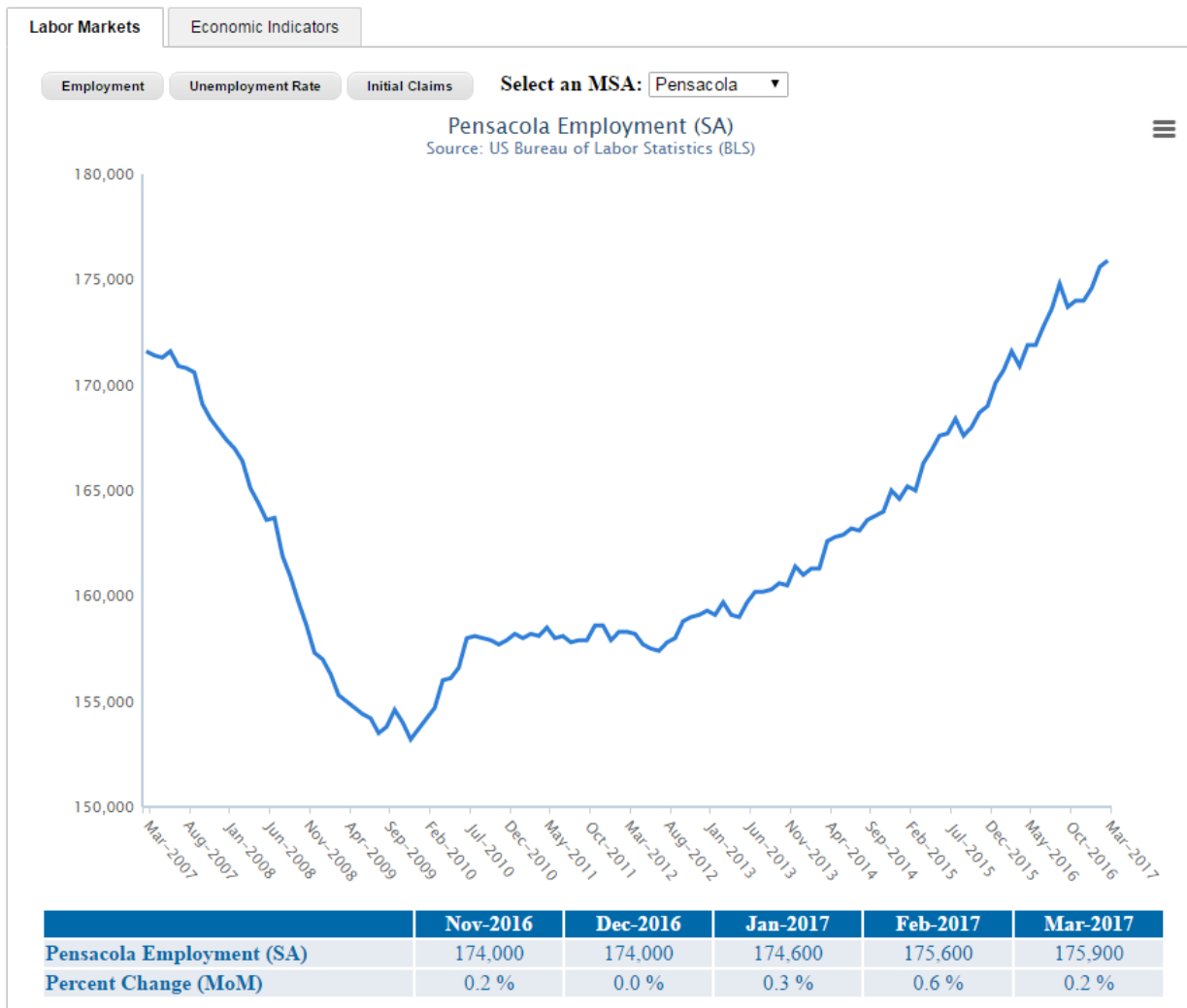


Source: Haas Center for Business Research and Economic Development

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 taking place and has now surpassed the levels prior to the recession. The employment rates graph follows.

MSA Level Data



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 Escambia County unemployment rate was 3.9% as of April of 2017 and Santa Rosa was 3.7%, which is slightly below the most current state average of 4.3%. The services sector is the primary employer in the Pensacola MSA at 46.9%, as reported by the STDB's most recent information (2016). 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 West*, the top 15 employers in the Pensacola MSA are shown on the following chart.

GENERAL AREA DATA (Cont'd.)

*Note: Company employment figures change regularly. The numbers listed below are compiled directly from the businesses only within the Pensacola MSA and is current as of May 2016.

Baptist Health Care	6633	Healthcare	Pensacola, FL	621110 Hospitals, general medical and surgical
Navy Federal Credit Union	5715	Financial Service Center	Vienna, VA	522130, 522320 Credit Union, Financial Service Center
Sacred Heart Health Systems	4820	Healthcare	St. Louis, MO	621110 Hospitals, general medical and surgical
Gulf Power Company	1774	Electric Provider	Pensacola, FL	221122 Electric Power Generation, Transmission & Distribution
West Florida Healthcare	1200	Healthcare	Nashville, TN	621110 Hospitals, general medical and surgical
Ascend Performance Materials	830	Manufacturing	Houston, TX	325211 Plastics Material and Resin Manufacturing
West Corporation	800	Business, Processing, Outsourcing	Omaha, NE	561422 CRM Solution Provider, Customer Care Center
Innisfree Hotels	750	Hospitality	Gulf Breeze FL	72110 Hotels and Hospitality
Santa Rosa Medical Center	521	Healthcare	Milton, FL	621111 Medical Centers and Clinic
Medical Center Clinic	500	Healthcare	Pensacola, FL	621111 Medical Centers and Clinic
International Paper	475	Manufacturing	Memphis, TN	322121 Paper (except Newsprint) Mills
CHCS Services/iGate	409	Customer Service Center	Pensacola, FL	524292 Third Party Administration, Insurance
Blackwater Correctional Facility	348	Business Services	Milton, FL	561210 Correctional facility operation (contract basis)
Hitachi Cable Florida, Inc	340	Manufacturing	Pensacola, FL	326220 Rubber & Plastics Hoses & Belting Mfg.
Armstrong World Industries	300	Manufacturing	Lancaster, PA	238310 Drywall and Insulation Contractors

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 ST Aerospace Pensacola, Inc. ground breaking of a new \$46 million aerospace facility at Pensacola International Airport. They are a Singapore-based company that does maintenance repairs and overhauls for large commercial aircraft.

GENERAL AREA DATA (Cont'd.)

The agreement with the City of Pensacola will provide ST with a \$46 million dollar maintenance and repair facility on 19 acres at Pensacola International Airport's commerce park and ST will bring in about 400 high-skill, high-wage jobs. Securing a 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, located at Mobile's Brookley Aeroplex. The first Airbus A-320 passenger jets rolled off the assembly line in 2016.

Downtown at the Community Maritime Park for Blue Wahoos, Quint Studer recently 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 finished 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. This building includes retail on the ground floor, Beck office space on the second floor and luxury condominiums on the third floor, which are sold out. 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.

New apartment developments are also now being constructed in the Pensacola MSA to meet the growing population needs. New projects can be found near the Navy Federal Campus, the University of West Florida Campus, in downtown Pensacola and in the Navarre area.

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 \$25,955 (2016), the median household income was \$48,074 and the average household income was \$64,416.

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. Santa Rosa County also has a five person Board of Commissioners. These bodies have 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. It also has a "strong mayor" form of government, which requires the mayor to now be elected by the city residents. The Mayor controls 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

GENERAL AREA DATA (Cont'd.)

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. Escambia and Santa Rosa Counties have County Appraisers who assesses the properties at "just value" which is a percentage of market value. This is supposed to be about 85% of market value; however, it commonly range from 20% to more than 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 bringing new visitors to the area who aid in strengthening the area's economic base. 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

GENERAL AREA DATA (Cont'd.)

the County and the water reclamation will be used for industrial purposes, greatly reducing overall water consumption. No effluent is dumped into the area bays, so area water quality has been increasing in the area due to this new facility. The previous downtown sewer plant has been dismantled and cleared for future development.

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 actively 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.

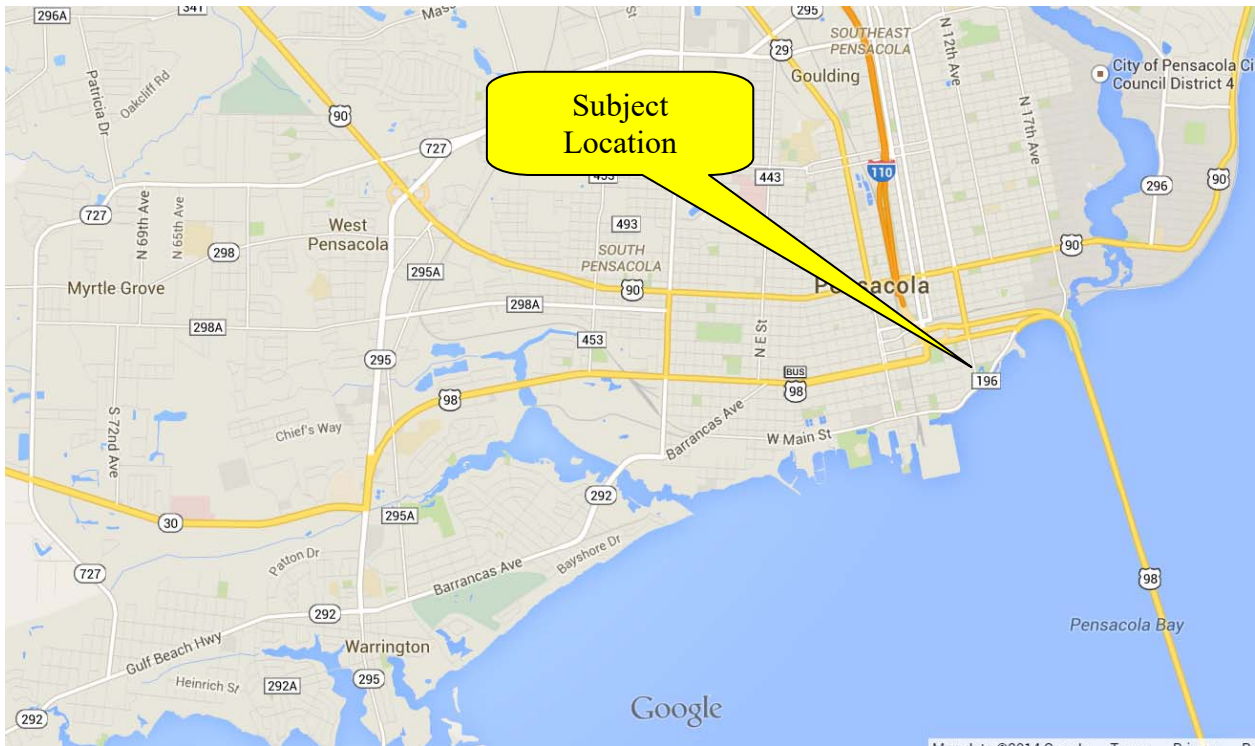
GENERAL AREA DATA CONCLUSION

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 2016 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 to growing with no cuts planned. Two new 210 foot Coast Guard Cutters will be relocating to Pensacola by August 31 of 2018 and will bring with them 152 new families. 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 LOCATION 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."³ 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.

³ 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

Neighborhood Analysis (Cont'd.)

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 is assessed by the Escambia County Property Appraiser's office under number 14-0011-000. The current assessed value is \$999,000. Due to the property being owned by the City of Pensacola, no taxes are assessed. This is part of the reasoning for the City desiring to sell the property to a developer. The new development would generate additional property tax income for the City. Once the property is sold and redeveloped, the property will be reassessed and will be taxed based upon the current millage rate at the time of the reassessment.

ZONING MAP

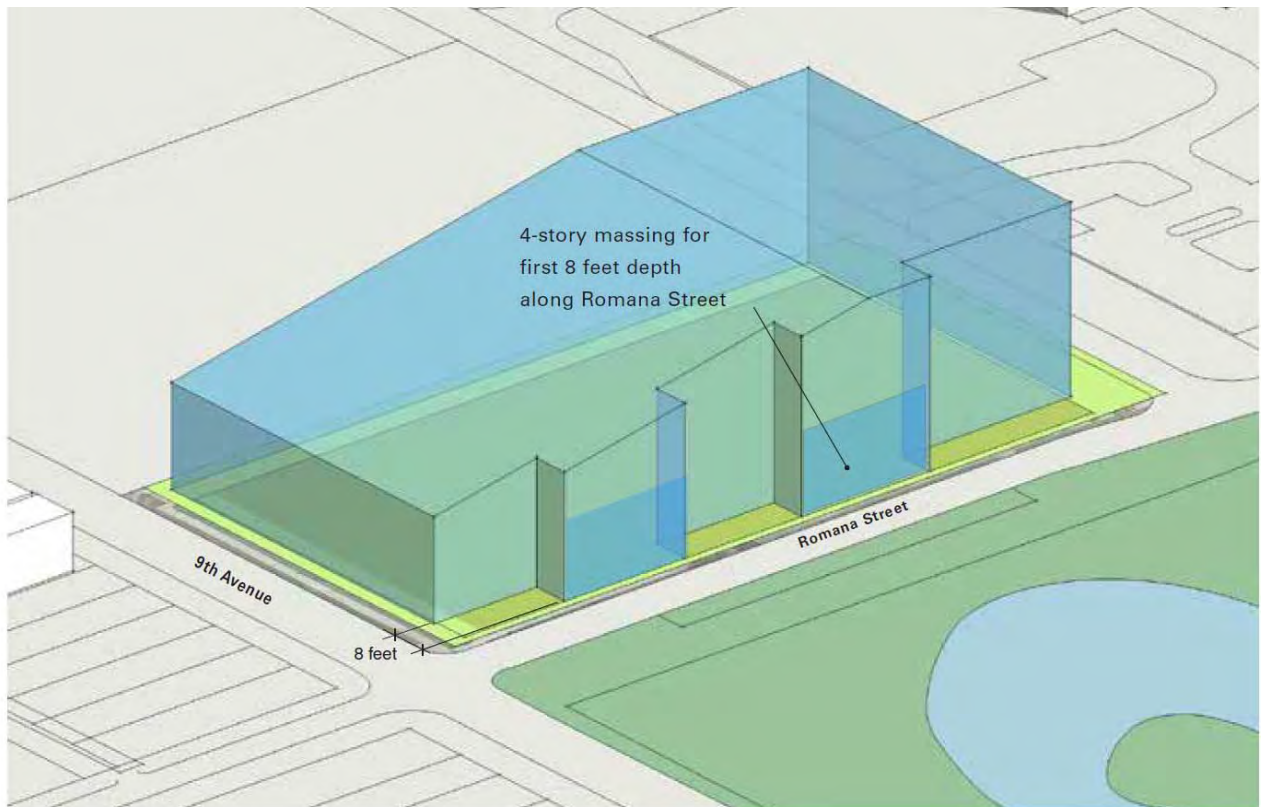


LAND USE PLANNING, ZONING, CONCURRENCY

The Future Land Use is a broad category designation used for large areas to aid in insuring controlled and well-planned growth. Escambia County currently has a Future Land Use Plan that has been approved by the county and state. This plan is used as a guide for development by the county but the City Zoning Ordinance guides the incorporated area of Pensacola.

According to the City zoning map, the subject property is zoned “GRD”, Gateway Redevelopment District. This district was established to promote the orderly redevelopment of the southern gateway to the City in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety and encourage a high quality of site planning and architectural design. The district allows for numerous permitted residential and commercial uses and requires review and approval of plans. A copy of the ordinance for GRD as well as the Hawkshaw Design Guidelines are included within the addendum of this report.

LAND USE PLANNING, ZONING, CONCURRENCY (Cont'd.)



Typical higher density mixed-use block composition (illustrative only)

The Hawkshaw Design Guidelines require scaling up from 55 feet to 100 feet from 9th Avenue east 240 feet due to the height requirements in the Aragon development west of 9th Avenue. This eliminates the possibility for abrupt transitions in scale along 9th Avenue. Additional guidelines create a “garden frontage” requirement for the buildings along Romana Street to extend the sense of the park known as Admiral Mason Park. Parking should be shielded from public view and open spaces should be distributed along street frontages. The guidelines, while aesthetically appealing, do create additional cost in the development of the site as opposed to sites in a similar zoning district that is not burdened with the additional requirements.

PUBLIC AND PRIVATE RESTRICTIONS

Public restrictions as to "use" are discussed within the preceding zoning section. We were not provided with a title search and this report ***is based upon the extraordinary assumption that no private restrictions exist that would negatively affect the value or marketability of the property.***

ENVIRONMENTAL CONCERNS

The subject property is vacant land and there is no logical reason for environmental concerns. From the inspections, we observed no evidence of hazardous substances "obvious to the untrained person" and we received no communication "through a reasonably reliable person" indicating possible contamination. However, we are not experts in environmental issues ***and this report is based upon the extraordinary assumption that no environmental conditions exist that would negatively affect the value or marketability of the subject property.***

SITE



Hawkshaw site setbacks and easements (For illustrative purposes only; reference scaled property survey)

- PROPERTY / R.O.W. LINE
- SETBACK LINE
- MAX. LOT COVERAGE
- MIN. PERVIOUS AREA

AERIAL MAP



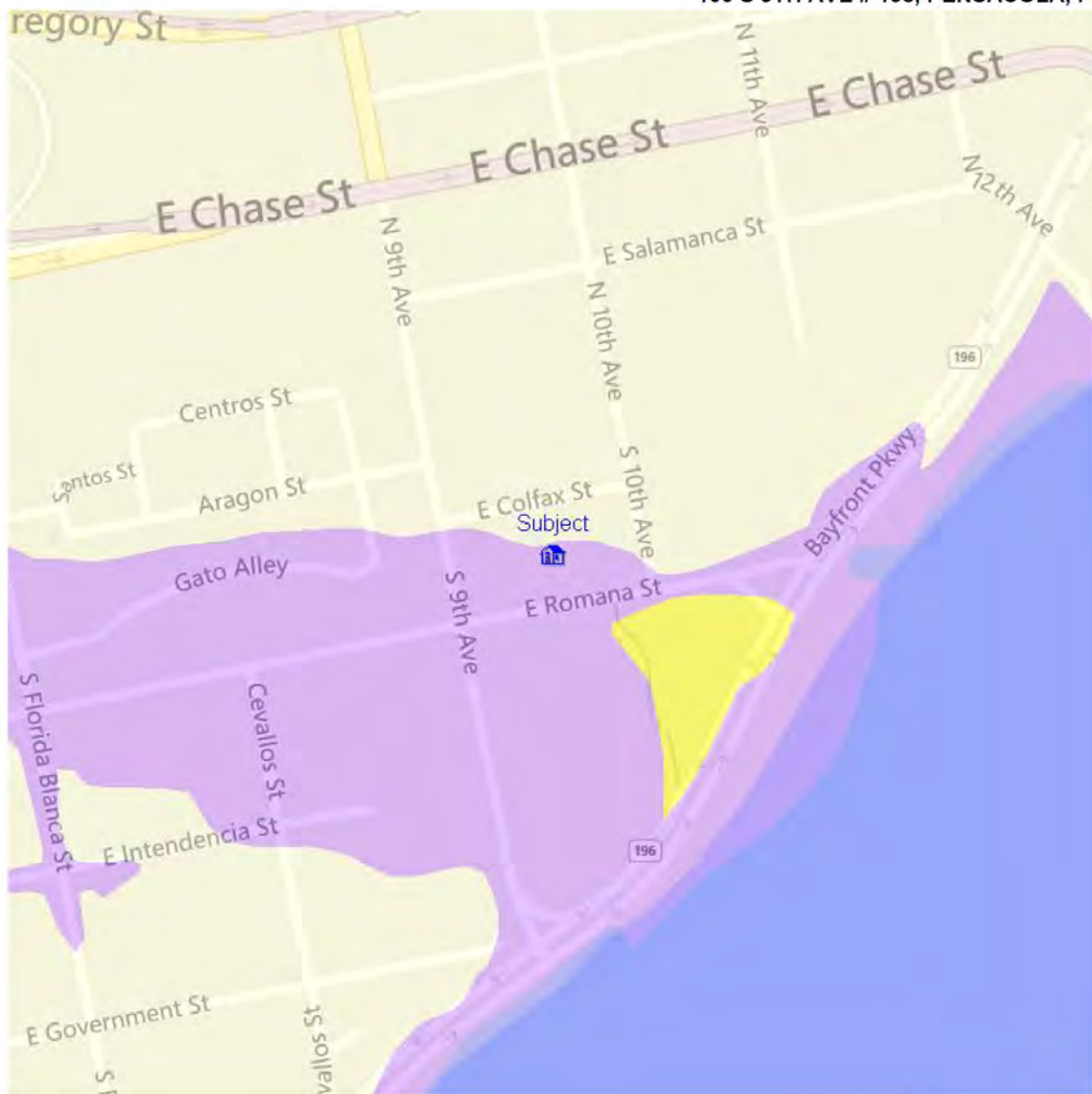
FLOOD MAP

STDB

You are currently logged in as: (CUSTID_14994) on 12-May-2015

100-198 S 9th Ave, Pensacola, FL

100 S 9TH AVE # 198, PENSACOLA, FL

**MAP DATA**

Map Number : 12033C0390G

Panel Date : September

29,2006

FIPS Code : 12033

Census Tract : 0008.00

Geo Result : 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

PHOTOGRAPHS



View of Subject Property from South 9th Avenue



View of Subject Property

PHOTOGRAPHS



View of Subject Property from 10th Avenue



View East along East Romana Street

PHOTOGRAPHS



View South along South 9th Avenue



View North along South 9th Avenue

SITE DESCRIPTION

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

AREA:	The total land area for the subject property is 96,525 square feet.
SHAPE:	The subject parcel is rectangular in shape offering good utility.
DIMENSIONS:	225' x 429'
INGRESS/EGRESS:	The subject property is bound to the west by South 9 th Avenue, to the south by East Romana Street, to the east by South 10 th Avenue and to the north by Colfax Street. The property contains approximately 225 feet of frontage along 9 th and 10 th Avenues and 429 feet of frontage along Romana Street and Colfax Street. Ingress and egress to the property is considered to be good.
TOPOGRAPHY:	The site appears to be level and at road grade.
FLOOD DATA:	According to FLOODSCAPE Flood Hazard Map #12033C0390 G, dated September 29, 2006, the majority of the subject is located in Flood Zone A, being a flood hazard areas.
DRAINAGE:	The property appears to be well drained with no standing water noted.
SOIL COMPOSITION:	The soil is considered to be of a good composition for commercial development as evidenced by other nearby commercial structures found on similar soil types.
UTILITIES ON SITE:	All public and private utilities are available to the subject site.
SITE IMPROVEMENTS:	The subject property is vacant land available to be developed to its highest and best use.
EASEMENTS:	There are no known easements that would negatively affect the subject site.
ENCROACHMENTS:	There are no known encroachments that would negatively affect the subject site.

SITE DESCRIPTION (Cont'd.)

RESTRICTIONS: The only known restrictions are those imposed by the city zoning ordinances and the Hawkshaw Urban Design Guidelines specific to the subject parcel, which were previously identified.

CONCLUSION OF CONFORMITY: The subject property is located in the downtown area of Pensacola along one of the main corridors, South 9th Avenue across from Veterans Memorial Park and the Aragon Court area of Pensacola. Uses in the immediate area of the subject along South 9th Avenue include professional office, retail and residential uses. The property contains approximately 96,525 square feet with adequate frontage along four roadways for access.

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."⁴

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 appraisers' 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. As previously discussed, the site is zoned "GRD", Gateway Redevelopment District by the City of Pensacola. This zoning district allows for a variety of commercial and residential uses. The Hawkshaw Urban Design Guidelines are specific guidelines regulating the design of any proposed development for this site. The guidelines restrict the height of buildings along 9th Avenue as well as massing of buildings along Romana Street and the screening of parking from public view. It is my understanding these restrictions are site specific and do not affect the development of adjacent parcels such as the parcel included as sale two in the following sales comparison approach. The guidelines, while

⁴ American Institute of Real Estate Appraisers, *The Dictionary of Real Estate Appraisal*, Fourth Edition, 2002, pg. 135.

HIGHEST AND BEST USE (Cont'd.)

consistent with existing design standards and zoning requirements, provide more specific guidance to development teams in the scale, massing and arrangement of buildings on the site to achieve the community vision. The additional restrictions do create an additional burden on the development of the site.

Physically Possible - Of the legally permissible adaptations of the site, those physically possible uses require consideration and analysis. The overall site contains approximately 96,525 square feet with approximately 225 feet of frontage along South 9th Avenue and South 10th Avenue and 429 feet of frontage along East Romana Street and Colfax Street. The size and shape of the site is adequate for most all of the legally permissible uses at an appropriate scale.

Financial Feasibility - Of the legally permissible and physically possible adaptations of the site, only those uses that are financially feasible should be considered. The property is owned by the Community Redevelopment Agency for the City of Pensacola and the city envisions a mixed-use development primarily being residential with possible retail along 9th Avenue and screened parking. I am unaware of what the developer that has submitted the contract has proposed, but it would be required to meet the guidelines for the site. The use meeting the guideline requirements would appear to be a financially feasible use given the demand for new development in the downtown district.

Maximally Productive - The financially feasible use that results in the greatest return to the land is the one that is considered to be the highest and best use of the land. Considering the demand for residential and commercial uses downtown, the development of a mixed-use residential/retail complex on the subject property would appear to be financially feasible. This will be considered in the following valuation section of this report.

EXPOSURE TIME

A brief definition of the term “exposure time” would be:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.”⁵

Based on the sales found within this report and conversations with local market participants, the subject’s exposure time is estimated to be within 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.

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute, 2002), pg. 105.

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.”⁶

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 within 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.

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th ed. (Chicago: Appraisal Institute, 2002), pg. 175.

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 appraisers 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 vacant land, only the sales comparison approach will be employed. The elimination of the cost approach and income approach would not diminish 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. The sales comparison approach will be utilized to value the subject property which is currently improved with a commercial warehouse building.

LAND VALUATION

Land Sale No. 1**Property Identification**

Record ID	627
Property Type	Downtown Commercial
County	Escambia County
Location	Southeast Corner of Garden Street and Manressa Street
Address	223 East Garden Street Pensacola, FL 32502
Tax ID	00-0S-00-9001-001-217

Sale Data

Grantor	Seville Centre, LLC
Grantee	SFB of Northwest Florida, LLC
Sale Date	August 19, 2016
Deed Book/Page	7576/567
Property Rights Transferred	Fee Simple
Financing	Cash to Seller
Conditions of Sale	Arm's Length
Sale Price	\$1,984,042

Land Data

Zoning	C-2A Downtown Retail Commercial
Utilities Available	All public and private.
Topography	Level
Shape	"L" Shaped
Land Dimensions	241.58' x 480.03' x 161.43' x 159.97' x 80.21' x 320.04'
Flood Zone	
Land Size – Acres and SF	2.368 Acres 103,150 SF
Developable Units and FF	DU FF
Uplands	2.368 Acres
Wetlands	Acres

Indicators

Sale Price/Gross Acre	\$837,856/Acre
Sale Price/Gross SF	\$19.23/SF
Sale Price/Developable Unit	/DU
Sale Price/Front Foot	/FF
Sale Price/Developable Acres	\$19.23/SF

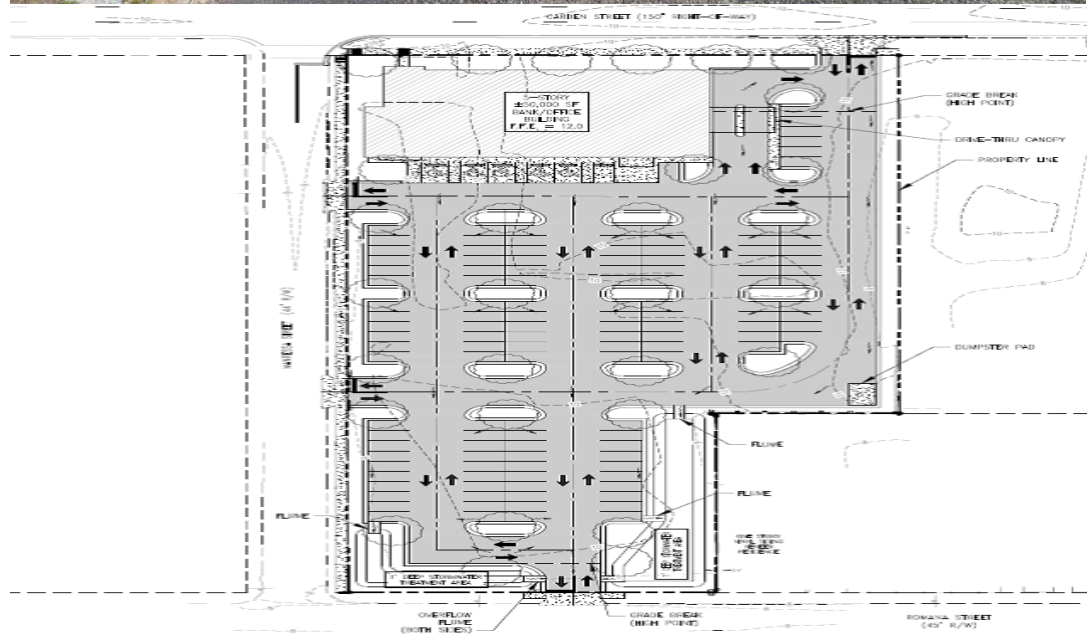
Verification

Confirming Appraiser	Bo Carter, Buyer Rep., 850-384-6667, Date November 15, 2016
Days On Market	Rodger Lowery, MAI
Five Year Sales History	Unknown
Assessed Value	None noted three years prior.
	\$1,475,268 Year 2016

Remarks

The subject property was purchased for the development of a five-story Class "A" Professional Office building anchored by ServisFirst Bank on the ground floor. The improvements will include 139 parking spaces with the rents for floors two through five ranging from \$21.50 to \$24.50, triple-net.

Land Sale No. 1
Photograph

**Site**

Land Sale No. 2**Property Identification**

Record ID	261
Property Type	Commercial
County	Escambia County
Location	East side of 9th Avenue, north side of Colfax St and south side of Salamanca Street.
Address	South 9th Avenue Pensacola, FL 32501
Tax ID	00-0S-00-9025-010-014 & 001-008

Sale Data

Grantor	Crimson Hawkshaw Holdings, LLC
Grantee	Sai Laxmi Pensacola, LLC
Sale Date	April 15, 2016
Deed Book/Page	7509/1985
Property Rights Transferred	Fee Simple
Financing	Cash
Conditions of Sale	Arm's Length
Sale Price	\$3,000,000

Land Data

Zoning	GRD Gateway Redevelopment District
Utilities Available	All
Topography	Level
Shape	Irregular
Land Dimensions	480 x 429 x 480 x 270 x 100 x 40 x 100 x 80
Flood Zone	Zone X
Land Size – Acres and SF	4.860 Acres 211,702 SF
Developable Units and FF	DU 1,259 FF
Uplands	4.860 Acres
Wetlands	Acres

Indicators

Sale Price/Gross Acre	\$617,284/Acre
Sale Price/Gross SF	\$14.17/SF
Sale Price/Developable Unit	/DU
Sale Price/Front Foot	\$2,383/FF
Sale Price/Developable Acres	\$14.17/SF

Verification

Confirming Appraiser	Mitesh Patel, Buyer, , Date October 25, 2016
Days On Market	Tom Fruitticher, MAI
Five Year Sales History	135 DOM
	11/10/2015 OR 7442/1840 Non-Arm's Length Certificate of Title transfer
	\$100

Assessed Value	\$2,178,000 Year 2016
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Remarks

This property is found at the southeast corner of 9th Avenue and Salamanca Street across the street from the new City Technology Park and Aragon Court. The land is level and while it is irregular in shape it offers good utility and includes no wetlands. This property also benefits from a City owned retention pond and no on site retention is required for any future development. This parcel is being purchased for a hotel development on a portion of the property and there will be excess land for additional future commercial or residential development.

Land Sale No. 2
Photograph



Site

Land Sale No. 3**Property Identification**

Record ID	423
Property Type	Commercial
County	Escambia County
Location	South side of Garden Street between Tarragona Street and Manresa Street.
Address	Garden Street Pensacola, FL 32502 00-0S-00-9001-001-309
Tax ID	

Sale Data

Grantor	Seville Centre, LLC
Grantee	Centennial Bank
Sale Date	March 06, 2015
Deed Book/Page	7310/1074
Property Rights Transferred	Fee Simple
Financing	Cash
Conditions of Sale	Arm's Length
Sale Price	\$800,000

Land Data

Zoning	C-2A Downtown Retail Commercial
Utilities Available	All
Topography	Level
Shape	rectangular
Land Dimensions	206.83 x 144.75
Flood Zone	Zone X
Land Size – Acres and SF	0.690 Acres 30,056 SF
Developable Units and FF	DU 497 FF
Uplands	0.690 Acres
Wetlands	Acres

Indicators

Sale Price/Gross Acre	\$1,159,420/Acre
Sale Price/Gross SF	\$26.62/SF
Sale Price/Developable Unit	/DU
Sale Price/Front Foot	\$1,610/FF
Sale Price/Developable Acres	\$26.62/SF

Verification

Confirming Appraiser	Tony Terhaar, Seller, 850-393-7007, Date June 01, 2015
Days On Market	Tom Fruitticher, MAI

Five Year Sales History

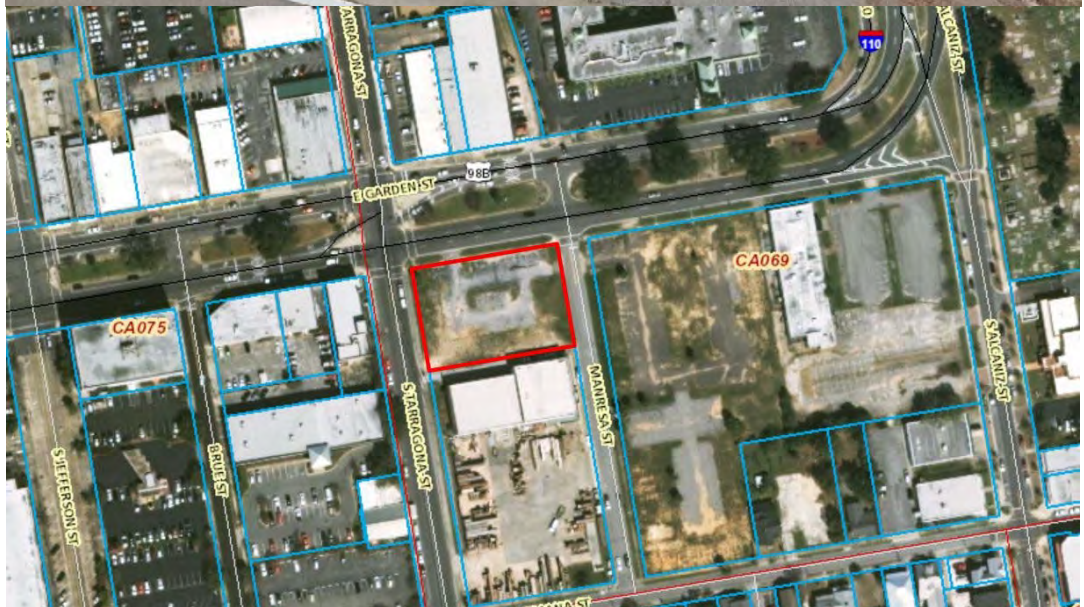
Assessed Value	No other sales in previous 5 years.
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Assessed Value	Year 2014
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Remarks

This is a rectangular shaped parcel that offers 206.83 feet of frontage along the south side of Garden Street, 144.75 feet of frontage along the east side of Tarragona Street and 144.75 feet of frontage along the west side of Manresa Street in downtown Pensacola. The land is level and cleared and includes no wetlands. The buyer purchased this property for the construction of a bank building.

Land Sale No. 3
Photograph



Site

Land Sale No. 4**Property Identification**

Record ID	389
Property Type	Hotel
County	Escambia County
Location	Southeast corner of Main Street and Jefferson Street.
Address	101 East Main Street Pensacola, FL 32502
Tax ID	00-0S-00-9100-010-002

Sale Data

Grantor	Strategic Crossing Phase III
Grantee	Siddiqi Exchange, LLC
Sale Date	December 18, 2014
Deed Book/Page	7279/104
Property Rights Transferred	Fee Simple
Financing	Cash Sale
Conditions of Sale	Arm's Length
Sale Price	\$1,500,000

Land Data

Zoning	C-2A Downtown Retail Commercial
Utilities Available	All
Topography	Level
Shape	Rectangular
Land Dimensions	121.42 x 250
Flood Zone	Zone X
Land Size – Acres and SF	0.697 Acres 30,357 SF
Developable Units and FF	100 DU 492 FF
Uplands	0.697 Acres
Wetlands	Acres

Indicators

Sale Price/Gross Acre	\$2,152,389/Acre
Sale Price/Gross SF	\$49.41/SF
Sale Price/Developable Unit	\$15,000/DU
Sale Price/Front Foot	\$3,049/FF
Sale Price/Developable Acres	\$49.41/SF

Verification

Confirming Appraiser	Public Records, , Date April 06, 2015
Days On Market	Tom Fruitticher, MAI
Five Year Sales History	1068 DOM
Assessed Value	No other sales in previous 5 years.
	\$455,325 Year 2014

Remarks

This is a rectangular shaped parcel that offers 121.42 feet of frontage along the south side of Main Street, 250 feet of frontage along the east side of Jefferson Street and 121.42 feet of frontage along the north side of Cedar Street. The land is level and was cleared at the time of sale. The buyer purchased the land to develop a 5 story, 100 room Holiday Inn Hotel.



Land Sale No. 5**Property Identification**

Record ID	330
Property Type	Vacant Land
County	Escambia County
Location	Pensacola
Address	101 E. Romana Street Pensacola, FL 32501
Tax ID	00-0S-00-9001-001-169;00-0S-00-9001-001-278;00-0S-00-9001-001-274

Sale Data

Grantor	Multimedia Holdings Corporation
Grantee	Daily Convo, LLC
Sale Date	January 02, 2014
Deed Book/Page	7120/1897
Property Rights Transferred	Fee Simple
Financing	Conventional
Conditions of Sale	Arms-Length
Sale Price	\$3,400,000

Land Data

Zoning	C-2A Downtown Retail Commercial
Utilities Available	All Available
Topography	Level
Shape	
Land Dimensions	
Flood Zone	Flood Zone X
Land Size – Acres and SF	5.850 Acres 254,826 SF
Developable Units and FF	251 DU 1,107 FF
Uplands	5.850 Acres
Wetlands	Acres

Indicators

Sale Price/Gross Acre	\$581,197/Acre
Sale Price/Gross SF	\$13.34/SF
Sale Price/Developable Unit	\$13,546/DU
Sale Price/Front Foot	\$3,071/FF
Sale Price/Developable Acres	\$13.34/SF

Verification

Charles James, Representative for Buyer, (850) 436-6466, Date November 20, 2014

Confirming Appraiser

Rodger Lowery, MAI

Days On Market**Five Year Sales History**

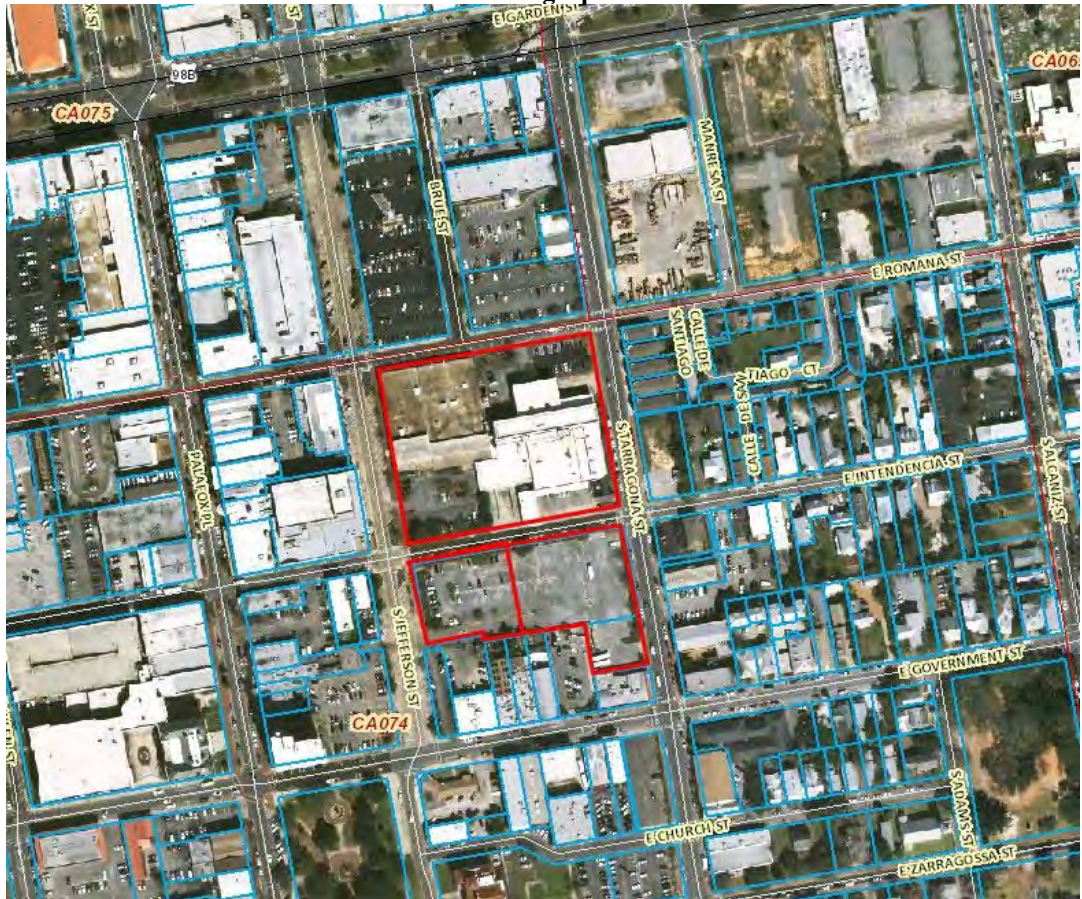
No Past Sales in Last 5 Years

Assessed Value

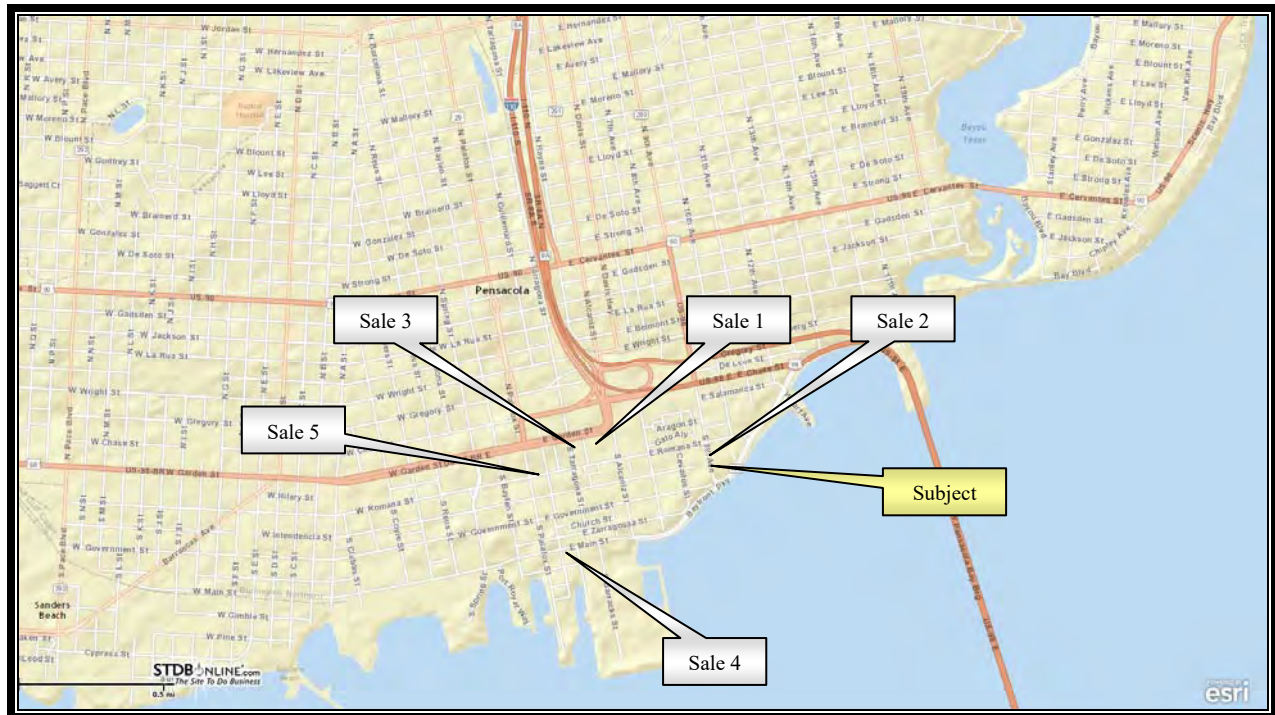
\$2,964,553 **Year** 2014

Remarks

This is the sale of three parcels, with one parcel improved with the Pensacola News Journal building, which was vacant at the time of the sale. The sale also included an asphalt paved parking lot across from the News Journal building. The purchaser donated approximately 0.94-acres of the parking lot area to the Pensacola YMCA to build a new YMCA facility, after the purchase. The owner intends to raze the existing structure and eventually redevelop the site. Current plans in place include a 251-unit apartment complex, although these plans may change as development of the site has not been finalized. The estimated cost to raze the existing structures was estimated at approximately \$325,000. There were environmental issues with the property, but the seller had escrowed funds to mitigate those issues at no additional cost to the buyer.

**Site**

LAND SALES LOCATION MAP



Land Sales Summary Grid					
	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Location:	223 East Garden Street	South 9th Avenue	Garden Street	101 East Main Street	101 E. Romana Street
City	Pensacola	Pensacola	Pensacola	Pensacola	Pensacola
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash to Seller	Cash	Cash	Cash Sale	Conventional
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arms-Length
Date of Sale:	8/19/2016	4/15/2016	3/6/2015	12/18/2014	1/2/2014
Sale Price:	\$1,984,042	\$3,000,000	\$800,000	\$1,500,000	\$3,400,000
Property Type	Commercial Land	Commercial Land	Commercial Land	Commercial Land	Commercial Land
Utilities Available	All public and	All	All	All	All
Topography	Level	Level	Level	Level	Level
Shape	"L" Shaped	Irregular	Rectangular	Rectangular	Irregular
Land Size Acres	2.368 Acres	4.860 Acres	0.690 Acres	0.697 Acres	5.850 Acres
Land Size FF	802 FF	1,259 FF	497 FF	492 FF	1,107 FF
Land Size SF	103,150 SF	211,702 SF	30,056 SF	30,357 SF	254,826 SF
Price/Acre:	\$837,856/Acre	\$617,284/Acre	\$1,159,420/Acre	\$2,152,389/Acre	\$581,197/Acre
Price/Upland Acre	\$837,856/Acre	\$617,284/Acre	\$1,159,420/Acre	\$2,152,389/Acre	\$581,197/Acre
Price/FF	\$2,474/FF	\$2,383/FF	\$1,610/FF	\$3,049/FF	\$3,071/FF
Price/SF	\$19.23/SF	\$14.17/SF	\$26.62/SF	\$49.41/SF	\$13.34/SF

LAND VALUE ANALYSIS

Review

The subject property consists of a parcel of land containing approximately 96,525 square feet located in the northeast corner of South 9th Avenue and East Romana Street having 225 feet of frontage along South 9th and 10th Avenue and 429 feet of frontage along East Romana Street and Colfax Street. The parcel is situated across East Romana Street from Veterans Memorial Park with a view of Pensacola Bay in Downtown Pensacola. The property is zoned “GRD”, Gateway Redevelopment District allowing for numerous residential and commercial uses. There are site specific uses that have been outlined in the Hawkshaw Urban Design Guidelines that further restrict the development of the site. with all uses to be approved by the City of Pensacola.

In order to determine the value of the land as though vacant, a search of the area was made for land sales that have a similar highest and best use to the subject land resulting in the previous four closed sales. Buyers of vacant commercial land in this area consider their purchases on a price per square foot. As a price per square foot is the common method of comparison, the sales will be considered similarly for this analysis. The adjustments considered are as follows:

PROPERTY RIGHTS SOLD – The property rights being considered are those of the fee simple interest. The property rights transferred in the comparable sales were also those of the fee simple interest. As the interests sold are similar to the interest being appraised, no property rights adjustments are considered to be 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 five sales were arm’s-length transactions requiring no conditions of sale adjustments.

EXPENDITURES AFTER THE SALE – An additional \$325,000 or \$1.28/SF was expended for the razing cost to remove the existing improvements for sale five. This is added to the land price for sale five to indicate an adjusted price of \$14.62 per square foot.

LAND VALUE ANALYSIS (Cont'd.)

MARKET CONDITIONS – The comparable sales transacted between January 2014 and August 2016. A direct comparison between sale two occurring in April 2016 and the adjusted price for sale five occurring in January 2014 indicates no quantitative upward market conditions adjustment. Although demand supports an increase for market conditions, no adjustment can be measured in the five sales and none is applied.

LOCATION ADJUSTMENT – The subject and sales one, two, three and five are located in similar locations with sale four located along Main Street just east of the intersection with Palafox Street. This location is considered to be superior based upon a comparison of the location with the other four sales. Using a direct comparison between sales three and four, a downward location adjustment of 40% is applied to sale four for the superior location. Applying this adjustment indicates a location adjusted price of \$29.65/SF.

PHYSICAL CHARACTERISTIC ADJUSTMENTS – All of the comparables were dry uplands with basically level topography. The subject property contains approximately 96,525 square feet with frontage along four roadways and a view of Pensacola Bay. The subject's size is most similar to sale one containing 103,150 square feet, is much smaller than sales two and five and is much larger than sales three and four. Using a direct comparison of sales one and three being one block apart, a downward size adjustment of 28% is applied to sale three with a similar downward adjustment to sale four. Sales two and five are adjusted up 28% for size. Applying these adjustments indicates size-adjusted prices of \$18.14/SF for sale two, \$19.17/SF for sale three, \$21.35/SF for sale four and \$18.71/SF for sale five.

As discussed within this report, the Hawkshaw Urban Design Guidelines provide more specific guidance for the development of the site in terms of scale, massing and arrangement of buildings. According to the listing agent as well as conversations with other knowledgeable of the restrictions, the guidelines create an additional burden on the development of the site. Given the additional guidelines as opposed to the zoning restriction imposed on the five comparable sales, I apply a downward 10% adjustment to the sales to reflect the more restrictive development requirements for the subject. Applying this adjustment indicates adjusted prices of

LAND VALUE ANALYSIS (Cont'd.)

\$17.31/SF for sale one, \$16.33/SF for sale two, \$17.25/SF for sale three, \$19.22/SF for sale four and \$16.84/SF for sale five.

I am unaware of any listings of commercial tracts over one acre in size. The small Aragon Court lots range from 3,600 square feet to 10,240 square feet with prices ranging from \$128,500 to \$275,000 or \$26.86/SF to \$35.69/SF, however these reflect a different highest and best use as compared to the subject and the comparable sales used. With the lack of available land and the recent demand for the downtown market, no other adjustments appear to be supported. The previously discussed adjustments are illustrated in the following chart.

Adjustment Grid					
Item	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
\$/SF	\$19.23/SF	\$14.17/SF	\$26.62/SF	\$49.41/SF	\$13.34/SF
Expenditures After Sale Adj.	-0-	-0-	-0-	-0-	+\$1.28/SF
Adj. \$/SF	\$19.23/SF	\$14.17/SF	\$26.62/SF	\$49.41/SF	\$14.62/SF
Location Adj.	-0-	-0-	-0-	-40%	-0-
Adj. \$/SF	\$19.23/SF	\$14.17/SF	\$26.62/SF	\$29.65/SF	\$14.62/SF
Size Adjustment	-0-	+28%	-28%	-28%	+28%
Adj. \$/SF	\$19.23/SF	\$18.14/SF	\$19.17/SF	\$21.35/SF	\$18.71/SF
Design Requirements Adj.	-10%	-10%	-10%	-10%	-10%
Adj. \$/SF	\$17.31/SF	\$16.33/SF	\$17.25/SF	\$19.22/SF	\$16.84/SF

Reconciliation – After necessary adjustments, the comparables indicate the value of the subject site is in the range of \$16.33/SF to \$19.22/SF. Excluding sale four, the sales reflect an adjusted range from \$16.33/SF to \$17.31/SF, averaging \$16.93 per square foot. Sale one is the most recent sale in downtown Pensacola and sale two is located adjacent north of the subject. With slightly more weight to sale one with support from the other four sales, I reconcile the subject's current value at \$17.25/SF. Applying this to the subject's 96,525 square feet indicates

LAND VALUE ANALYSIS (Cont'd.)

a value of \$1,665,056, rounded to \$1,665,000. This is approximately 4% above the current contract price and appears to be supported by the current contract price of \$1,600,000.

FINAL VALUE INDICATION

ONE MILLION SIX HUNDRED SIXTY FIVE THOUSAND DOLLARS

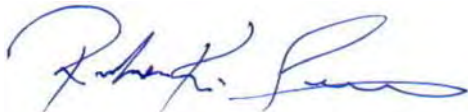
\$1,665,000

PART THREE: CERTIFICATIONS AND ADDENDA

CERTIFICATION

We certify that, to the best of our 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 our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
7. We have made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the persons signing this report.
9. 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.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report Rodger K. Lowery, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
12. Prior Assignment Disclosure – As per USPAP 2016-2017, other than the appraisal of the property in 2015 and 2016 our office has not provided any appraisal or other real estate services for the subject property within the past three years.
13. The subject of this appraisal report is identified as the Hawkshaw Parcel located in the northeast corner of South 9th Avenue and East Romana Street in Pensacola, Florida. The current market value, as of the last date of inspection September 6, 2017 was **\$1,665,000**.



Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922

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 appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers 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 appraisers' 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 appraisers' 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 appraisers, 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 appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraisers.

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, Florida Core Law Update – 2010, National USPAP Update Course – 2010, 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 – 2011, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2012, Small Hotel/Motel Valuation - 2012

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 - 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	Beal Service Corporation
American National Bank of Minnesota	Clayton Bank and Trust
First National Bank and Trust	Community and Southern Bank
Lehman Brothers	Grandbridge Realty Services
Saad Development Group	Wade Ward Properties
Pen Air Federal Credit Union	Union Planters Bank
Pen Air Federal Credit Union	Centennial Bank
Charter Bank	PNC Bank
ServisFirst Bank	BBVA Compass Bank
Southtrust Bank	SunTrust Bank
Summit Bank	Iberia Bank
Regions Bank	First National Bank of Baldwin County
Mark Bednar, Esquire	Beroset and Keene, Attorneys at Law
Borowski & Traylor	Donald W. Stewart, P.C.
Whitaker, Mudd, Simms, Luke & Wells	Brogdon, Davis and Adams
Phillip Bates	Armbrrecht Jackson, LLP
Samuel Bearman, P.C.	Tyler & Hamilton

ADDENDA

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	SEQ # L1611150002318

DISPLAY AS REQUIRED BY LAW



Chris Jones

Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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[Back](#)

← Navigate Mode ☒ Account ☐ Reference →

[Printer Friendly Version](#)

General Information		Assessments				
Reference:	000S009025001005	Year	Land	Imprv	Total	Cap Val
Account:	140011000	2017	\$999,000	\$0	\$999,000	\$940,170
Owners:	COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA	2016	\$999,000	\$0	\$999,000	\$854,700
Mail:	PO BOX 12910 PENSACOLA, FL 32521	2015	\$777,000	\$0	\$777,000	\$777,000
Situs:	100 BLK S 9TH AVE 32502	Disclaimer				
Use Code:	VACANT COMMERCIAL 	Amendment 1/Portability Calculations				
Taxing Authority:	PENSACOLA CITY LIMITS	 File for New Homestead Exemption Online				
Schools (Elem/Int/High):	SUTER/WORKMAN/PENSACOLA					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2017 Certified Roll Exemptions	
						MUNICIPAL OWNED	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description 	
05/1996	3978	919	\$100	WD	View Instr	ALL BLK 5 NEW CITY TRACT OR 3978 P 919	
04/1996	3963	11	\$424,000	WD	View Instr	HOUSE BILL #1480 ALSO ADJ S 25 FT OF COLFAX ST & W 39 FT OF 10TH AVE VAC R/W...	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						None	

Parcel Information
Section Map Id: CA069
Approx. Acreage: 2.2200
Zoned: GRD
Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings
 Images
 None



ESCAMBIA COUNTY TAX COLLECTOR

2016 Roll Details — Real Estate Account At 100 BLK S 9TH AVE

[Print this page](#)

Real Estate Account #14-0011-000

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

2016

2015

2014

2013

...

2008

NO
TAXES
DUE

NO
TAXES
DUE

NO
TAXES
DUE

NO
TAXES
DUE

NO
TAXES
DUE

[Get Bills by Email](#)

No taxes due

Owner: COMMUNITY REDEVELOPMENT AGENCY
PO BOX 12910
PENSACOLA, FL 32521
and 1 other
Situs: 100 BLK S 9TH AVE

Account number: 14-0011-000
Alternate Key: 4189
Millage code: 16
Millage rate: 18.1776

Assessed value: 854,700
School assessed value: 999,000
Unimproved land value: 999,000

Exemptions

MUNICIPAL-CITY OWNED: 999,000

Property Appraiser

Location is not guaranteed to be accurate.

2016 Annual bill

[View](#)

Ad valorem: \$0.00
Non-ad valorem: \$0.00
Total Discountable: 0.00
No Discount NAVA: 0.00
Total tax:

Legal description

ALL BLK 5 NEW CITY TRACT OR 3978 P 919 HOUSE BILL #1489 ALSO ADJ S 25 FT OF COLFAX ST & W 39 FT OF 10TH AVE VAC R/W
OR 6221 P 366 OR 6342 P 1999 CA 69

Location

Geo number: 000S009025001005
Range: 00
Township: 0S
Section: 00
Block: 005
Lot: 001
Use code: 1000
Total acres: 2.220

Addresses

Other owners: OF THE CITY OF PENSACOLA



Sec. 12-2-12. - Redevelopment land use district.

The regulations in this section shall be applicable to the gateway and waterfront redevelopment zoning districts: GRD and WRD.

(A) *GRD, Gateway Redevelopment District.*

- (1) *Purpose of district.* The Gateway Redevelopment District is established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the Gateway District is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.
- (2) *Uses permitted.*
 - (a) Single-family residential (attached or detached) at a maximum density of seventeen and four-tenths (17.4) units per acre. Multi-family residential at a maximum density of one hundred (100) dwelling units per acre.
 - (b) Home occupations, subject to regulations in section 12-2-13.
 - (c) Offices.
 - (d) Adult entertainment establishments subject to the requirements of Chapter 7-3 of this Code when located within the dense business area as defined in Chapter 12-14, Definitions.
 - (e) All commercial uses permitted in the C-2A zone, with no outside storage or repair work allowed, with the exception:
 1. Mortuaries and funeral parlors.
 2. Appliance and repair shops.
 3. Public parking lots and parking garages.
 4. New car lots or used car lots.
 5. Public utility plants, transmission and generating stations, including radio and television broadcasting stations.
 6. Car or truck rental agencies or storage facilities.
 - (f) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (3) *Procedure for review of plans.*
 - (a) Plan submission: All development plans must comply with development plan requirements set forth in subsections 12-2-81(C) and (D), and design standards and guidelines established in section 12-2-82. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the Gateway

Redevelopment District shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.

- (b) Review and approval. All plans shall be subject to the review and approval of the Gateway Review Board established in Chapter 12-13. At the time of review the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.
 - (c) Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the Gateway Review Board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.
 - (d) Final development plan. If the Gateway Review Board approves a preliminary development plan, the owner shall submit a final development plan in accordance with the procedure set forth below within six (6) months of the date of approval of the preliminary plan of development. For good cause shown, the Gateway Review Board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six (6) months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-2-81 pertaining to the final development plan. If the applicant submits a final development plan which conforms to all the conditions and provisions of this chapter, then the Gateway Review Board shall conclude its consideration at its next regularly scheduled meeting.
- (4) *Regulations.* Except where specific approval is granted by the Gateway Review Board for a variance due to unique and peculiar circumstances or needs resulting from the use, size, configuration or location of a site, requiring the modification of the regulations set forth below the regulations shall be as follows:
- (a) Signs. Refer to sections 12-4-2 and 12-4-3 for general sign regulations and for a description of sign area calculations. In addition, the following regulations shall be applicable to signs only in the Gateway Redevelopment District.

Number of signs. Each parcel under single ownership shall be limited to one sign per street adjacent to the parcel; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment.

2. Signs extending over public property. Signs extending over public property shall maintain a clear height of nine (9) feet above the sidewalk and no part of such signs shall be closer than eighteen (18) inches to the vertical plane of the curb line or edge of pavement.
3. Permitted signs.
 - a. Gregory, Chase and Alcaniz Streets, 9th Avenue.
 - Attached signs:

Height. No sign may extend above the roof line of the building to which it is attached. For purposes of this section roof surfaces constructed at an angle of seventy-five (75) degrees or more from horizontal shall be regarded as wall space.

Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet.

- Freestanding signs:

Maximum sign height—20 feet.

Maximum area for sign face—50 square feet.

- b. Bayfront Parkway.
 - Attached signs:

Height. No sign shall extend above the roof line of a building to which it is attached.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet.

- Freestanding signs:

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7

30	50	9
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c. All other streets and areas within the Gateway Redevelopment District:

- Attached signs:

Height. No sign shall extend above the main roof line of a building to which it is attached.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed twenty-five (25) square feet.

- Freestanding signs:

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7
30	50	9

4. Other permitted signs:

- Signs directing and guiding traffic and parking on private property, bearing no advertising matter. Such signs shall not exceed three (3) square feet in size.
- Signs advertising the acceptance of credit cards not exceeding two (2) square feet in size and which are attached to buildings or permitted freestanding signs.
- Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.

- Submission and review of sign plans. It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two (2) plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.
- Review of sign plans. All permanent signs within the Gateway Redevelopment District shall be reviewed as follows:

- a. The contractor or owner shall submit sign plans for the proposed sign as required herein. The Department of Planning and Neighborhood Development shall review the sign based on the requirements set forth in this section and the guidelines set forth in subsection (5)(b)7. herein and forward a recommendation to the Gateway Review Board.
 - b. The Gateway Review Board shall review the planning staff recommendation concerning the sign and approve, or disapprove, the sign, it shall give the owner written reasons for such action.
 - c. The owner shall have the right to appeal an adverse decision of the Gateway Review Board to the city council within thirty (30) days of the decision of the Gateway Review Board.
7. Prohibited signs. Refer to section 12-4-7 for prohibited signs. In addition the following signs are prohibited within the Gateway Redevelopment District:
 - a. Portable signs are prohibited except as permitted in section 12-4-6(E).
 - b. Signs which are abandoned or create a safety hazard are not permitted. Abandoned signs are those advertising a business which becomes vacant and is unoccupied for a period of ninety (90) days or more.
 - c. Signs which are not securely fixed on a permanent foundation are prohibited.
 - d. Signs which are not consistent with the standards of this section are not permitted.
8. Temporary signs: Only the following temporary signs shall be permitted in the Gateway Redevelopment District:
 - a. Temporary banners indicating that a noncommercial special event, such as a fair, carnival, festival or similar happening, is to take place, are permitted with the following conditions:
 - Such signs may be erected no sooner than two (2) weeks before the event;
 - Such signs must be removed no later than three (3) days after the event.
 - Banners extending over street rights-of-way require approval from the mayor.
 - b. One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed twelve (12) square feet in size, and shall be removed immediately after occupancy.
 - c. One non-illuminated sign not more than fifty (50) square feet in area in connection with the new construction work and displayed only during such time as the actual construction work is in progress.
 - d. Temporary signs permitted in section 12-4-6(H).
9. Nonconforming signs:
 - a.

Compliance period. All existing signs which do not conform to the requirements of this section shall be made to comply by April 24, 1991. Provided, however, existing portable signs must be removed immediately.

- b. Removal of nonconforming signs. The building inspection superintendent shall notify the owner of a nonconforming sign in writing of compliance period specified above. Nonconforming signs shall either be removed or brought up to the requirements stated herein within the period of time prescribed in the compliance schedule. Thereafter, the owner of such sign shall have thirty (30) days to comply with the order to remove the nonconforming sign, or bring it into compliance. Upon expiration of the thirty-day period, if no action has been taken by the owner, he shall be deemed to be in violation of this section and the building inspection superintendent may take lawful enforcement action.

(b) Off-street parking. The following off-street parking requirements shall apply to all lots, parcels or tracts in the Gateway Redevelopment District:

1. Off-street parking requirements in the district shall be based on the requirements set forth in Chapter 12-3 of the code. The required parking may be provided off-site by the owner/developer as specified in section 12-3-1(D).
2. Off-street parking and service areas are prohibited within the Bayfront Parkway setback described in subsection (c) herein, unless these requirements cannot be met anywhere else on the site due to its size or configuration.
3. Screening. Screening shall be provided along the edges of all parking areas visible from street rights-of-way. The screening may take the form of:

A solid wall or fence (chain-link fences are prohibited) with a minimum height of four (4) feet which is compatible in design and materials with on-site architecture and nearby development; or an earth berm approximately three (3) feet in height which is landscaped to provide screening effective within three (3) years; or a combination of walls or fences and landscape screening; or landscape screening designed to provide positive screening within three (3) years.

(c) Street setback. The following building setbacks shall apply to the district:

1. Bayfront Parkway setback/height requirements. All buildings located adjacent to the Bayfront Parkway shall be set back a minimum of fifty (50) feet from the northern parkway right-of-way line. At this minimum setback, building height may not exceed fifty (50) feet. Above fifty (50) feet in height, an additional one-foot setback shall be required for each additional two (2) feet in building height. This setback is intended as a landscaped buffer zone which preserves the open space character of the parkway.
2. Gregory, Alcaniz and Chase Streets, 9th Avenue. Ten (10) feet from the right-of-way line.
3. All other streets. Five (5) feet from the right-of-way line.

(d)

Street frontage. Every lot, tract, or parcel of land utilized for any purpose permitted in this district shall have a street frontage of not less than fifty (50) feet. Any lot of record on the effective date of this title which is less than fifty (50) feet may be used as a site for only one establishment listed as a permitted use in paragraph (2) herein.

- (e) Building height. No building shall exceed a maximum height of one hundred (100) feet.
- (f) Vehicular access. Access to the following streets shall be limited as follows:
 - 1. Bayfront Parkway. No access shall be permitted from the parkway unless no other means exist for ingress and egress from the site.
 - 2. Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue. For each lot, tract, or parcel under single ownership, the maximum number of access points shall not exceed two (2) per street footage if driveway spacing standards can be met pursuant to section 12-4-82(C)(2).
- (g) Landscaping. Landscaping requirements in the Gateway Redevelopment District shall be based on applicable requirements of Chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened from street and adjacent buildings by one of the following techniques:
 - Fence or wall, six (6) feet high;
 - Vegetation, six (6) feet high (within three (3) years);
 - A combination or the above.
- (h) Underground utility services. All new building construction or additions of floor area to existing structures along Bayfront Parkway, Chase Street, Gregory Street, 9th Avenue and all property fronting Salamanca Street, shall be required to install underground utilities.
- (i) Lot coverage. The total coverage of all development sites within the Gateway Redevelopment District, including all structures, parking areas, driveways and all other impervious surfaces, shall not exceed seventy-five (75) percent.
- (j) Sidewalks. Developers of new construction or redevelopment projects shall repair, reconstruct, or construct new sidewalks on all sides of property fronting on a street.
- (k) Consideration of floodprone areas. Portions of the district are within the one hundred-year floodplain. Site planning shall consider the special needs of floodprone areas.
- (l) Storm drainage. Adequate storm drainage must be provided to prevent flooding or erosion. The surface drainage after development should not exceed the surface drainage before development. Flexibility in this guideline shall be considered by the city engineer based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.
- (m) All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls, or vegetation.
- (n)

Exemptions. All detached single-family and duplex residential development proposals are exempt from the provisions of this section and shall be developed in accordance with R-1A regulations set forth in section 12-2-4(E), with the exception of the height requirements.

(5) *Development guidelines.* The Gateway Redevelopment District is characterized by a variety of architectural styles with no common theme. The intent of these guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the Gateway Redevelopment District is encouraged to follow design guidelines as established in subsection 12-2-82(D). In addition, the following site planning guidelines shall be used by the Gateway Review Board in the review and approval of all development plans:

- (a) Site planning. The integration of site features such as building arrangement, landscaping and parking lot layout is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.
 - 1. Maximum preservation of bay views: Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.
 - 2. Development coordination: The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development; all development efforts within the district must be coordinated to achieve these objectives.
 - 3. Off-street parking and service: Off-street parking shall be discouraged within all street setbacks. Where possible, any service areas (i.e. trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.
- (b) Architectural design and building elements.
 - 1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.
 - 2.

Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.

3. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.
4. Severe or angular roof lines which exceed a pitch of 12-12 (forty-five degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis.
5. Bright colors and intensely contrasting color schemes are discouraged within the district.
6. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.
7. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered:
 - a. Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.
 - b. Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.
 - c. Copy. The sign copy should be limited to the name, address, and logo of the building complex, the major tenant or the business. The sign should be primarily used for communicating identity and locating the business, not for advertising.
 - d. Landscaping. The landscaping and positioning of the sign should compliment the overall site plan and landscaping of the development.

(6) *Maintenance standards.* The following maintenance standards shall be applied to all structures and land parcels respectively, whether occupied or vacant within the Gateway Redevelopment District, subject to review and approval by the Gateway Review Board. Properties which do not conform to the maintenance standards described in subparagraphs (a) to (g) shall be made to comply as required by the city inspections office based on regular inspections or complaints.

- (a) Building fronts, rears, and sides abutting streets and public areas. Rotten or weakened portions shall be removed, repaired or replaced.
- (b) Windows. All windows must be tight-fitting. All broken and missing windows shall be replaced with new glass.
- (c) Show windows and storefronts. All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
- (d) Exterior walls.

1. Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
2. Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary and shall be neatly located and securely installed.
3. All exterior finishes and appurtenances such as paint, awnings, etc. shall be kept in a state of repair.

(e) Roofs.

1. All auxiliary structures on the roofs shall be kept clean, repaired or replaced.
2. Roofs shall be cleaned and kept free of trash, debris or any other elements which are not a permanent part of the building.

(f) Front, rear, and side yards, parking areas and vacant parcels.

1. When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district, provided, however, that the site shall be properly maintained free of weeds, litter, and garbage.
2. Any landscaping which was installed to comply with regulations of this subsection must be maintained.

(g) Walls, fences, signs. Walls, fences, signs and other accessory structures shall be repaired and maintained.

(B) *GRD-1, Gateway redevelopment district, Aragon redevelopment area.*

- (1) *Purpose of district.* The Gateway Redevelopment District, Aragon Redevelopment Area is established to promote the orderly development of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of development proposed within the district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained and the boundary of the adjacent historic district is positively reinforced. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the adjacent historic district.
- (2) *Urban character of the district.* The Aragon redevelopment area is characterized by integration of houses, shops, and work places. Mixed land use is encouraged by allowing home occupations and first floor work spaces with apartments and townhouses above. The Historic District is the basis for district architectural guidelines, which reflect the scale and lot sizes, and the list of permitted uses is similar to those uses permitted in the Historic District to the south.
- (3) *Uses permitted.*
 - (a) GRD-1, residential uses.

1.



PENSACOLA, FLORIDA | NOVEMBER 2016

Hawkshaw Urban Design Guidelines

Prepared by URBAN DESIGN ASSOCIATES



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PREPARED FOR
The City of Pensacola

PREPARED BY
Urban Design Associates





INTRODUCTION

Creating a Vibrant Downtown

The City of Pensacola has seen remarkable private investment and interest in the downtown neighborhoods and commercial districts. The city led initiatives to reclaim urban waterfront land for public uses including the new stadium, and Community Maritime Park reflects a strong commitment by public and private leadership in Pensacola to ensure the downtown and adjacent districts become an economic catalyst for the city as a whole.

The city's legacy of master planning and implementation of high quality, attractive public assets including streetscapes, parks, and infrastructure improvements have set the stage for ongoing growth within the city that reinforces the distinctive qualities of Pensacola's heritage and unique sense of place. New developments such as the expansion of IHMC in the downtown, a new urban hotel, an urban YMCA, ongoing residential infill, and new mixed-use infill in the core continue the pattern of reinvestment in the historic core and its adjacent neighborhoods.

One of the signature development sites, Hawkshaw is seen as an important gateway into the downtown with remarkable views of the bay and within easy walking distance to the vibrant shops and restaurants along Palafox Place. The 2.2-acre site presents an opportunity for private development teams to create a landmark development that builds on the momentum of market forces investing in a livable, distinctive downtown environment.



© visitpensacola



© visitpensacola

Aerial view of Palafox Pier in the downtown



© thelostdog

Investments in new park spaces, street landscape and attractions like the new baseball stadium, Pensacola's downtown is attracting new private investment.



© visitpensacola

Pensacola's historic character is a major destination in the region

OVERVIEW

DESIGN PRINCIPLES

- » Development form should respond to the scale and character of the adjacent historic district and the Aragon neighborhood.
- » Balance height and scale of development between residential areas to the west with mixed-use areas to the east and north.
- » Create a maximum 4-story expression within the first 8 feet depth of building massing fronting the park. Step up height from there.
- » Create diversity in building forms and architectural character on the site. Avoid a single project look and feel.
- » Avoid creating “a continuous wall of buildings” along the park edge
- » Site design should extend the sense of the park address through the use of courtyards, varied setbacks, and gardens
- » Architecture — both contemporary and traditional — should reflect Pensacola Heritage
- » Parking should be screened from public view by buildings fronting the major streets.

Design Matters

The future re-use of the Hawkshaw site has been the focus of a CRA effort to engage adjacent residents, business owners, and the development community to reach consensus on a vision and an approach to establishing fundamental design principles for development. The site sits within the Gateway Redevelopment District in the downtown and bridges two areas of different character and scale.

The approach outlined in this document, treats the site as a transitional link between the more modern, large-scale office use immediately to the east of the site across 10th Avenue and the finer grain, smaller scale residential neighborhood developing across 9th Avenue to the west. The current zoning allows for significant height and intensity of development as an incentive to encourage urban density and a significant residential presence to enhance and support amenities and local businesses in the downtown.

These urban design guidelines are consistent with existing design standards and zoning requirements while providing more specific guidance to development teams in the scale, massing and arrangement of buildings on the site to achieve the community vision. These principals are illustrated within this document to help clarify the intent and desired vision for the site as it relates to the surrounding neighborhood context and the frontage along Admiral Mason Park.

While proposals may vary in building types, use, and density, the key principles remain consistent. These guidelines illustrate two different approaches to achieving the maximum allowable density for multi-family uses on Hawkshaw as a reference for treatment along the public streets, the park, and the adjacent property to the north.



Images of the Gulf Power Offices (below); Aragon Neighborhood (bottom); and Admiral Mason Park (right)

The Hawkshaw site fronts Admiral Mason Park overlooking the bay. The site also shares a 9th Avenue address with the Aragon neighborhood and the 10th Avenue address with Gulf Power company offices.







URBAN DESIGN GUIDELINES



DESIGN GUIDELINES

PARCEL PROPERTIES

- » Zoning: Gateway Redevelopment District (GRD)
- » Parcel Site Area (per assessment): 96,625 sf. or 2.2 acres

GENERAL REQUIREMENTS

- » City of Pensacola Municipal Code:
 - › Redevelopment Land Use District (Section 12-2-12)
 - › Design Standards and Guidelines (Section 12-2-82)
 - › Off-Street Parking Requirements (Section 12-3)
 - › Landscape Regulations (Section 12-6)
- » City of Pensacola 2010 Community Redevelopment Plan

Governing Development Standards

Development regulations for the Hawkshaw site are listed in the adjacent list on this page. These guidelines are supplements to those legally binding requirements to help articulate the desired urban design character for the site.



Zoning District Designations



Location Map

DESIGN GUIDELINES

Site Description

The Hawkshaw site has utility easements along the north and eastern property boundaries. A former street, Colfax Street, ran along the northern boundary and was abandoned and incorporated into the adjoining parcels. The frontage along 10th Avenue requires a building setback of 39 feet from the eastern property line while the easement along the northern property line requires a 25-foot setback to buildings.

A summary of general requirements is listed on this page as a quick reference to the regulations. These are not complete and only serve to provide a high-level understanding of the key zoning parameters. Development teams are responsible for evaluating the zoning code impact on site development.

PARCEL PROPERTIES

- » Net Parcel Area (with easements and setbacks accounted for): 1.7 acres

PARCEL ZONING REQUIREMENTS

- » Density:
 - › Single-Family: 17.4 DU/Acre (31 DU Maximum)
 - › Multi-Family: 100 DU/Acre (180 DU Maximum)
- » Setbacks:
 - › 10 feet along 9th Avenue frontage
 - › 5 feet along E. Romana Street
- » Maximum Building Height:
 - › 100 feet
- » Off-Street Parking:
 - › Single-Family/Duplex (off public streets): 1 Space/Unit
 - › Single-Family/Duplex (off private streets): 2 Spaces/Unit
 - › Multi-Family/Townhouse: 1 Space/Unit

- › General Retail: 1 Space/300 sf.
- › Restaurant: 1 Space/100 sf.
- › Office: 1 Space/300 sf.
- › Maximum of 2 vehicular access points permitted off 9th Avenue
- › Maximum Impervious Coverage: 75%
- » Landscape:
 - › Multi-family residential developments are required to reserve 5% of the total lot area for recreation and open space facilities.
 - › Parking lot landscape requirements per Section 12-6-3B.
- » Stormwater:
 - › Note: raised finished floor elevations required to mitigate flooding. Conformance with regulations are part of the site plan submittal process.



Hawkshaw site setbacks and easements (For illustrative purposes only; reference scaled property survey)

-  PROPERTY / R.O.W. LINE
-  SETBACK LINE
-  MAX. LOT COVERAGE
-  MIN. PERVIOUS AREA

DEVELOPMENT BLOCKS

Building Height Envelope

KEY ELEMENTS

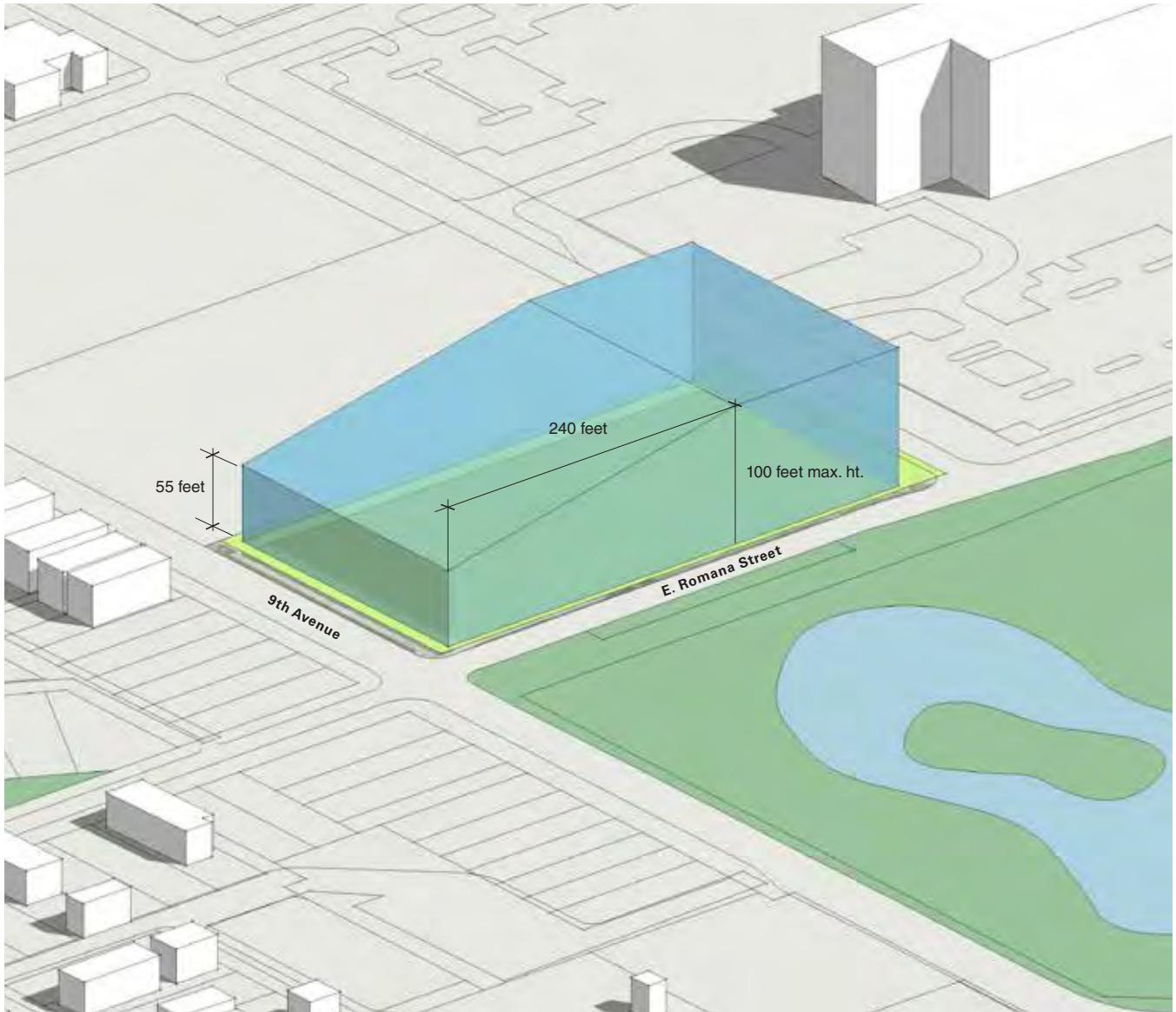
- » Hawkshaw Property Maximum Building Height: 100 ft. (Gateway District)
- » GRD-1 (Aragon) : Maximum Height 55 feet (3.5 stories)
- » Gulf Power Company Building: 5 Stories

The Gateway Redevelopment District (GRD) regulations govern the site and building development for the Hawkshaw site. Currently the site has a maximum building height of 100 feet. Maximum building height in the adjacent Aragon neighborhood (GRD-1) across 9th Avenue is 55 feet.

These guidelines call for a transition in height for buildings beginning at 9th Avenue with a maximum 55 foot height limit stepping up to 100 feet maximum measured at 240 feet east of the 9th Avenue property line for the site. This ensures a compatible scale along 9th Avenue with adjacent development.



Existing height limits in the Gateway Redevelopment District creates an abrupt transition in scale along 9th Avenue which has been developed as a 2- to 3-story scale with primarily residential uses.



Hawkshaw buildings would conform to a graduated height allowance from 55 feet height limit along 9th Avenue up to 100 feet maximum height moving west to east.

DEVELOPMENT BLOCKS

Building Massing Principles



Traditional building arrangements often create a series of internal courtyards and common entry plazas along park frontages.

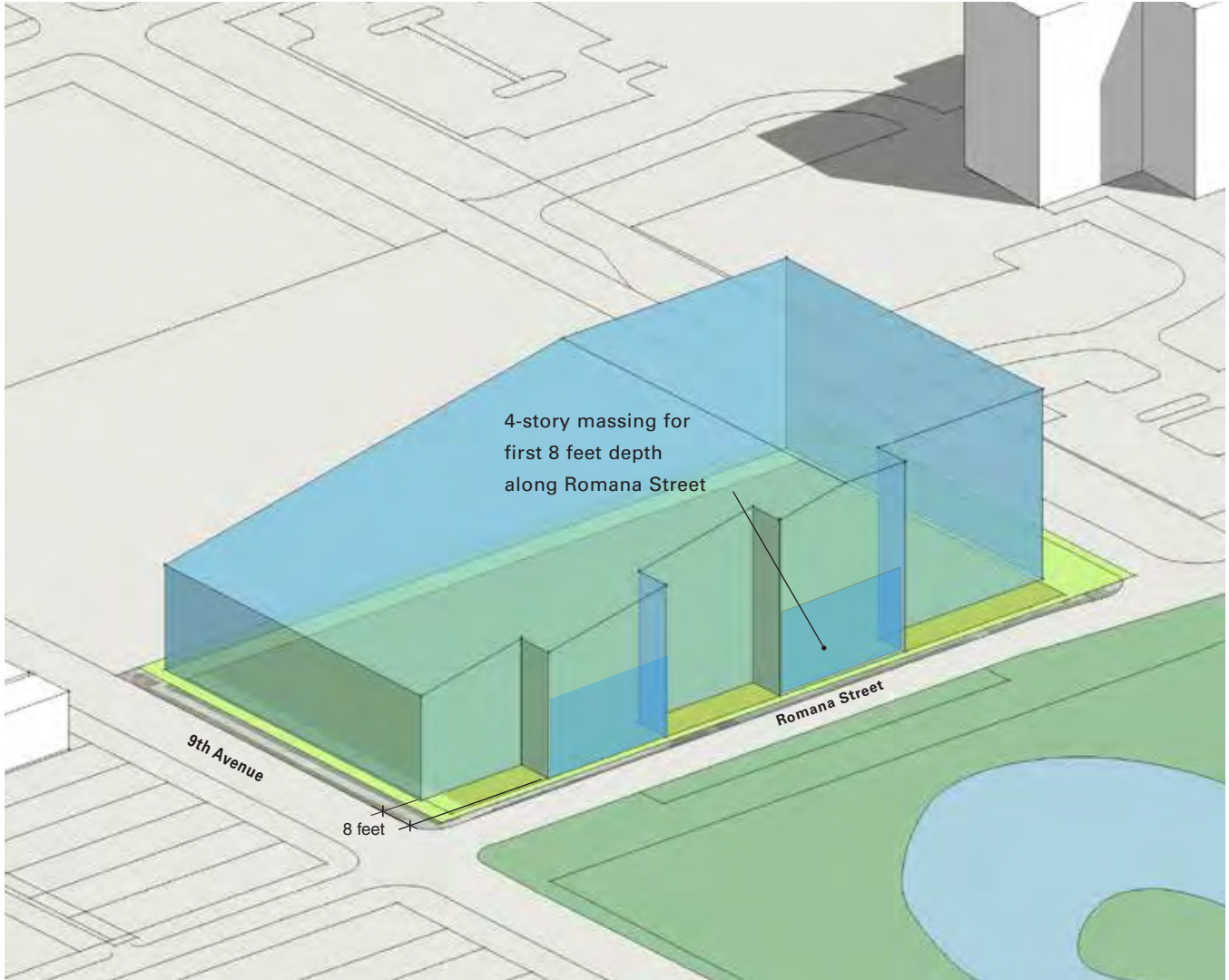
Another key principle for building and site design within the Hawkshaw site is the creation of a “garden frontage” along Romana Street adjacent to the park. This will extend the sense of the park address and avoid a continuous wall of buildings fronting the park. The 25% open space requirement for the site can be distributed in a pattern of courtyards and buildings with various setbacks.

Buildings along Romana Street should create a maximum four-story read within the first 8 feet of depth from the minimum setback line. This can be accomplished by the use of galleries in that zone, buildings stepping back above the four-story height or a combination of both.



One of the signature elements of traditional buildings found in Pensacola and the Gulf region are galleries and verandas. These elements help break down the scale of buildings and add indoor/outdoor living spaces that are “gifts to the street.”





Typical higher density mixed-use block composition (illustrative only)

ILLUSTRATED PRINCIPLES

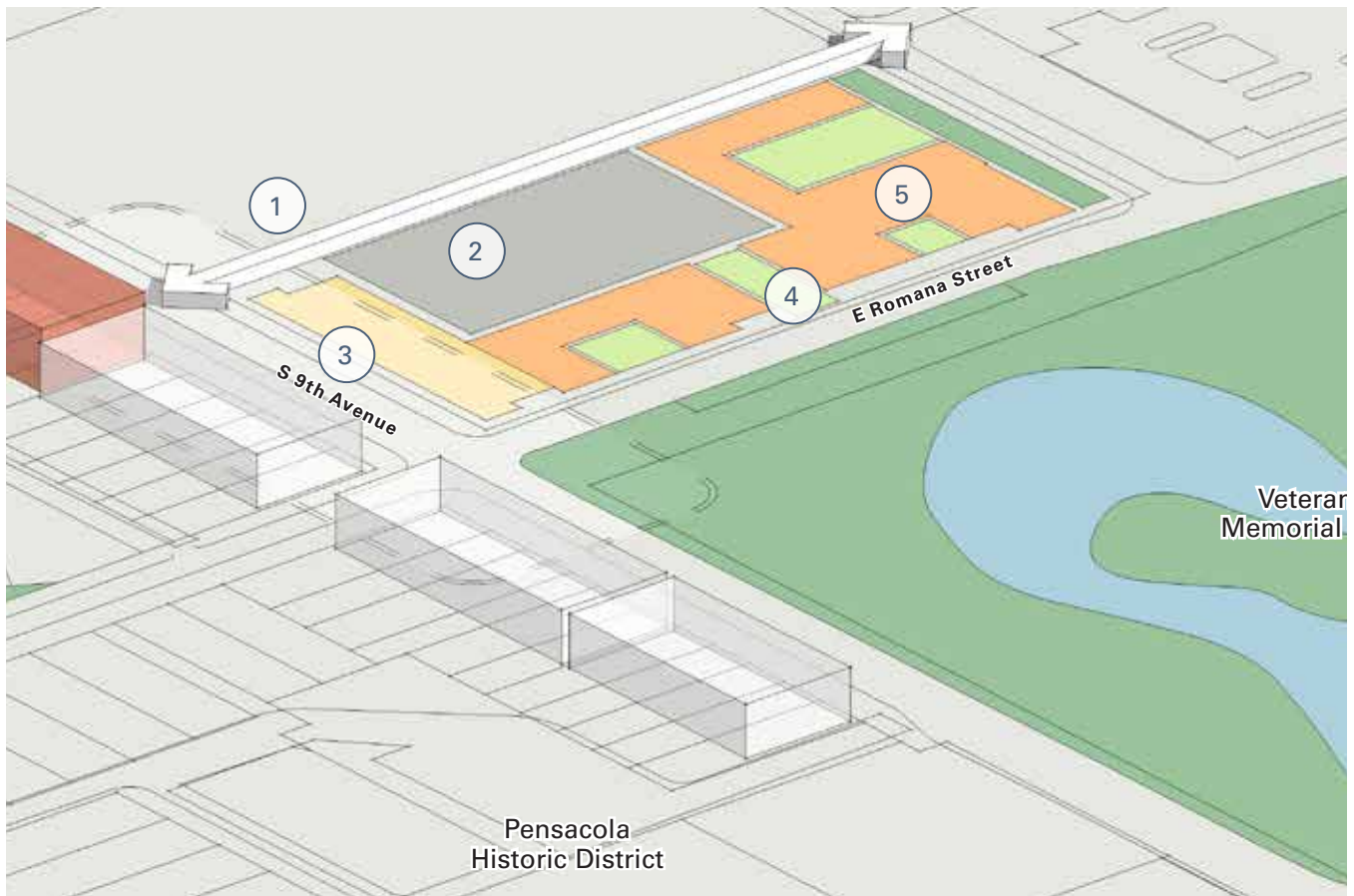
Prototypical Development Approach

OPTION 1 DIAGRAM KEY

1. Create parking and service access between 9th and 10th Avenues
2. Mid-block parking garage shielded from view on public frontages
3. Buildings facing 9th Avenue
4. Open Space is distributed along street frontages
5. Courtyard Buildings fronting Romana Street and 10th Avenue

The plan diagrams illustrated on the following pages demonstrate 2 approaches to achieving the allowable density using the articulated principles described on the previous pages. These include creating architectural diversity, screening parking from public view along the major streets and creating courtyards along Romana Street to avoid a continuous wall of buildings. The goals can be achieved through the placement and buildings and strategic use of building types.

This is meant to serve as a demonstration of how to respond to the design principles. Development and design teams may propose different building types and methods to achieve the same goals.



Guidelines encourage creating intra-lobby connections via mews



Option 1 — Site Development Strategy

Option 1 uses two different building types to achieve the allowable density, required open space and required on-site parking for a residential program. These diagrams illustrate an example of how to achieve the development principles and guidelines while maximizing the site development potential permitted under the current zoning. Both of these examples use the multi-family program of 180 units as the base assumption for testing.

OPTION 1 DIAGRAM KEY

- 1. Create a minimum of one separation between buildings facing 9th Avenue
- 2. Mid-block parking garage shielded from view by buildings on 9th Avenue, Romana Street, and 10th Avenue



Typical Office Block Composition (illustrative only)

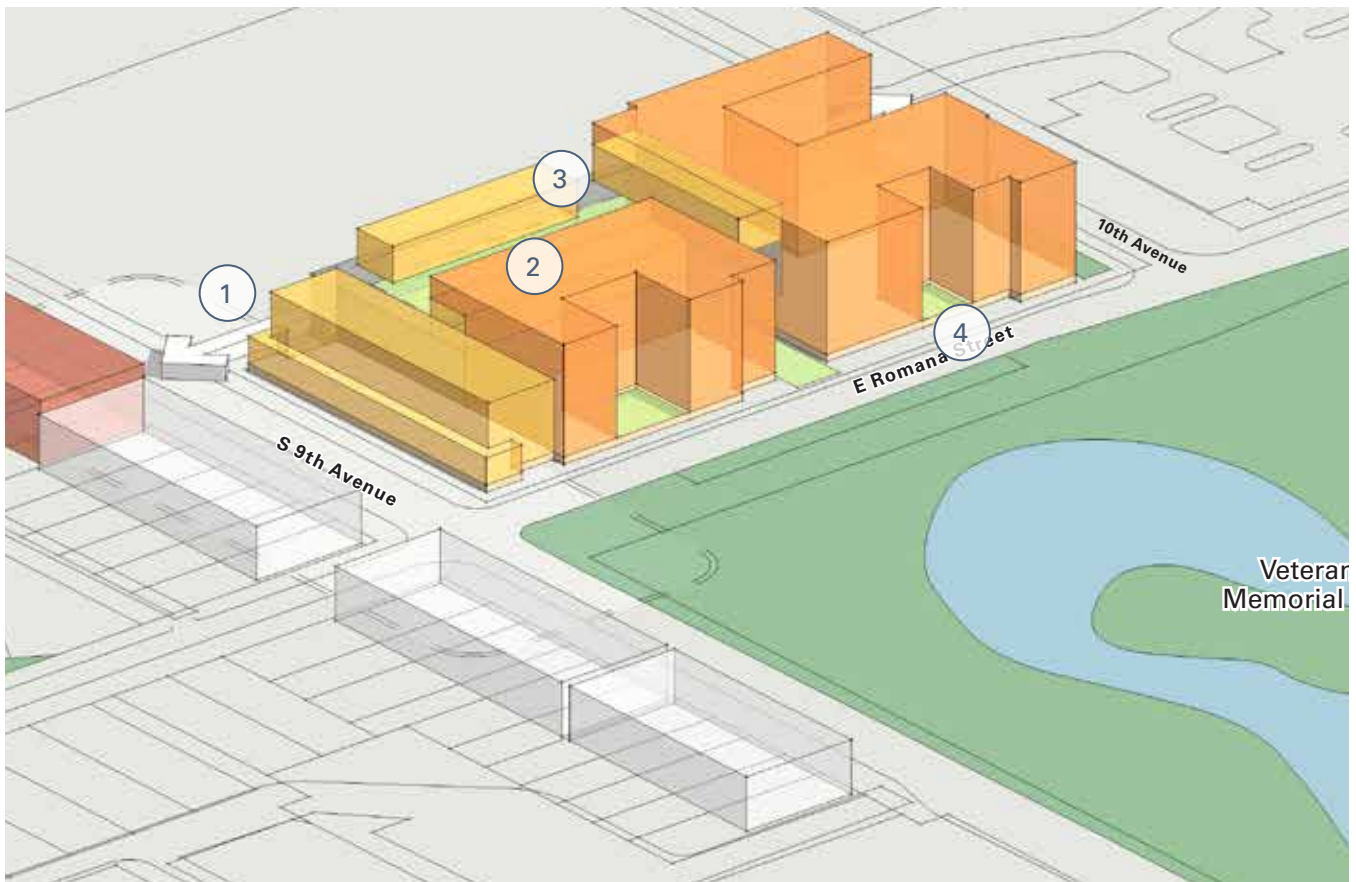
ILLUSTRATED PRINCIPLES

Option 1 — General Massing Approach

OVERALL SITE DIAGRAM

1. 3.5-story buildings facing 9th Avenue
2. 6-story courtyard buildings facing Romana Street
3. Potential for Courtyard/Green Roof on garage
4. Courtyards maximise views and create diversity and interest along Romana Street facing the bayfront

This approach shows an example of using 2 primary building types. A 3.5-stories townhouse facing 9th Avenue and 6-story multi-family buildings are courtyard types that allow for views to the water looking south and east. These create a “garden” edge along the park while screening the parking garage from 9th Avenue, Romana Street, and 10th Avenue.



This option uses a mix of townhouses and mid-rise building types attached to structured parking

REFINED MASSING ELEMENTS



OVERALL SITE DIAGRAM

1. Guidelines call for Pensacola Style galleries or porches at first level on a at least 50% of the frontage along 9th Avenue
2. Provide a break in buildings facing 9th Avenue
3. Galleries would also be a requirement on the park frontage to create a human scale at the street level
4. Create a 4-story expression for the first 8 feet of depth for facades fronting Romana Street



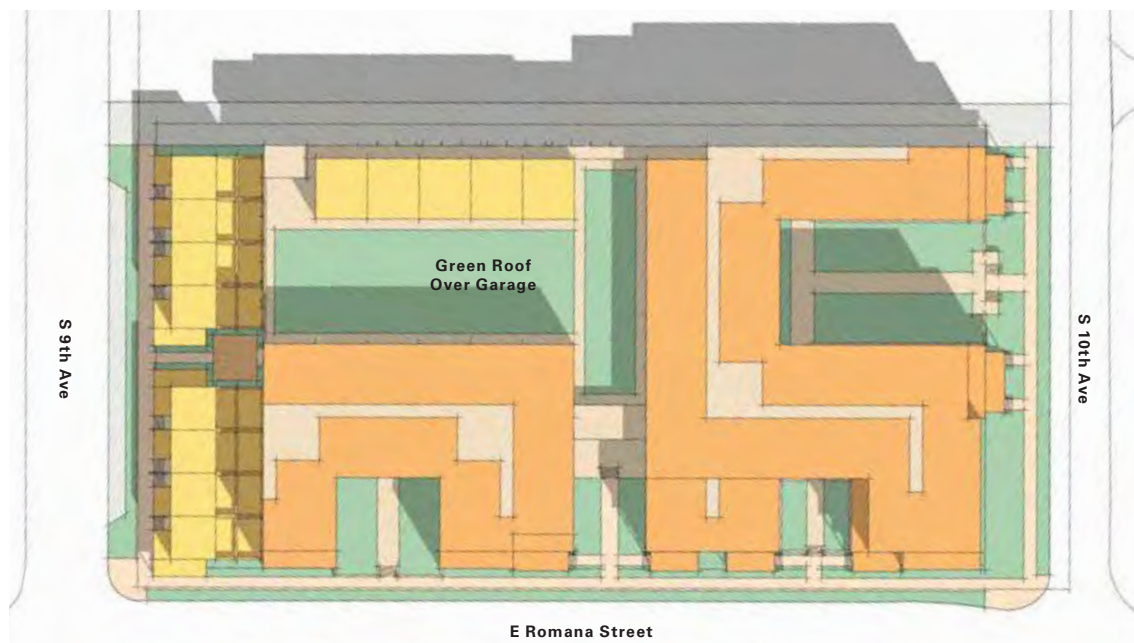
Typical articulation with galleries and porches to achieve Pensacola character and maintain 4 story read for facades along Romana S

ILLUSTRATED PRINCIPLES

Option 1 — Typical Site Development Plan



Option 1 — Illustrated ground floor plan showing distributed open space between multi-family buildings



Option 1 — Illustrated upper floors plan layout showing courtyard on garage with units fronting



Option 1 — Illustrated view of 6-story massing with galleries and building setbacks along Romana Street. Townhouses are shown facing 9th Avenue and lining the garage courtyard.

- MULTI-FAMILY RESIDENTIAL
- BUILDING CIRCULATION
- TOWNHOUSE
- PARKING GARAGE
- OPEN SPACE

DEVELOPMENT PROGRAM

- » Building Program:
 - › 180 Residential Units
- » Parking Spaces Required:
 - › Residential Units (1/Unit): 180
 - › Retail (1/300 sf)
- » Parking Spaces Provided:
 - › Garage: 210
- » Other Considerations:
 - › Building Height: 45'–80'
 - › Impervious Lot Coverage: 75%
 - › Private recreation space provided on green roof of garage and within courtyards

ILLUSTRATED PRINCIPLES

Option 1 — Perspective Views



Option 1 — Viewpoint along 9th Avenue looking north



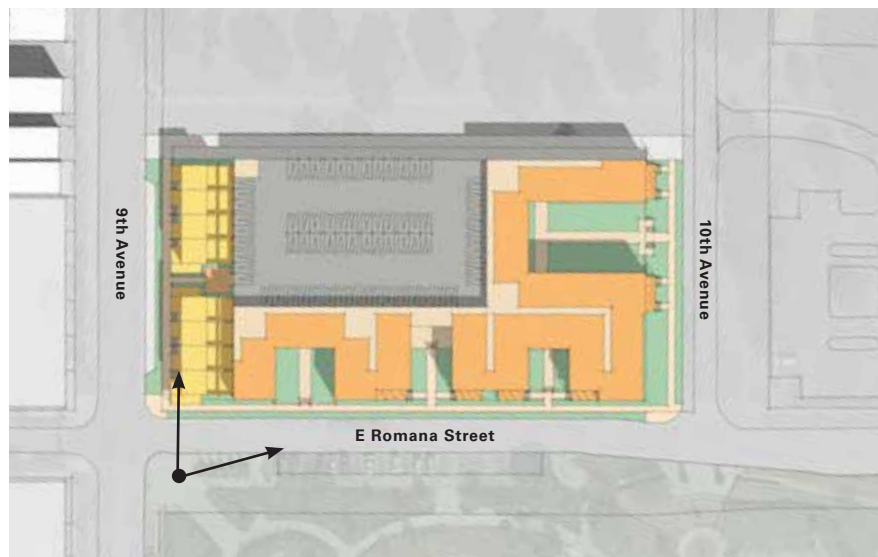
Option 1 — View of massing along 9th Avenue looking north



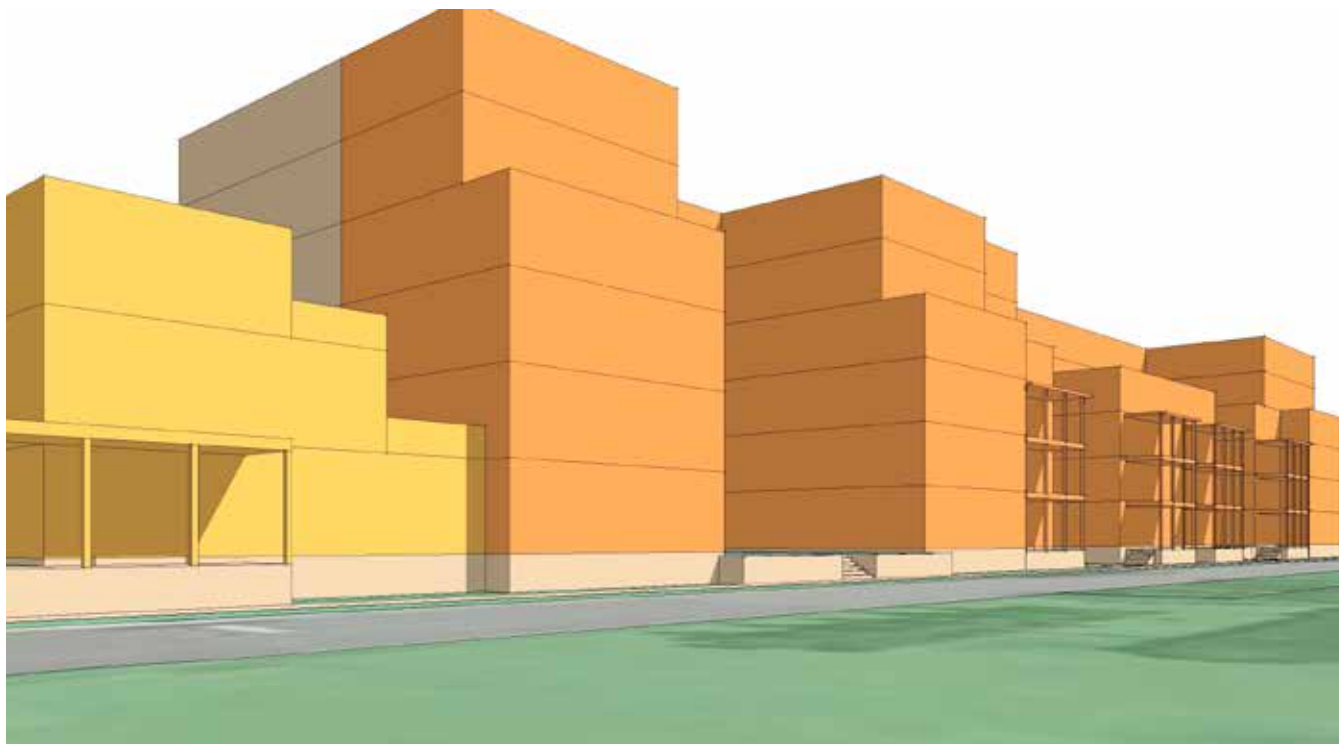
Option 1 — View of contemporary architectural treatment along 9th Avenue

ILLUSTRATED PRINCIPLES

Option 1 — Perspective Views



Option 1 — Viewpoint along E. Romana Street looking east



Option 1 — View of massing along E. Romana Street looking east



Option 1 — View of Architectural treatment with a mix of traditional and contemporary designs

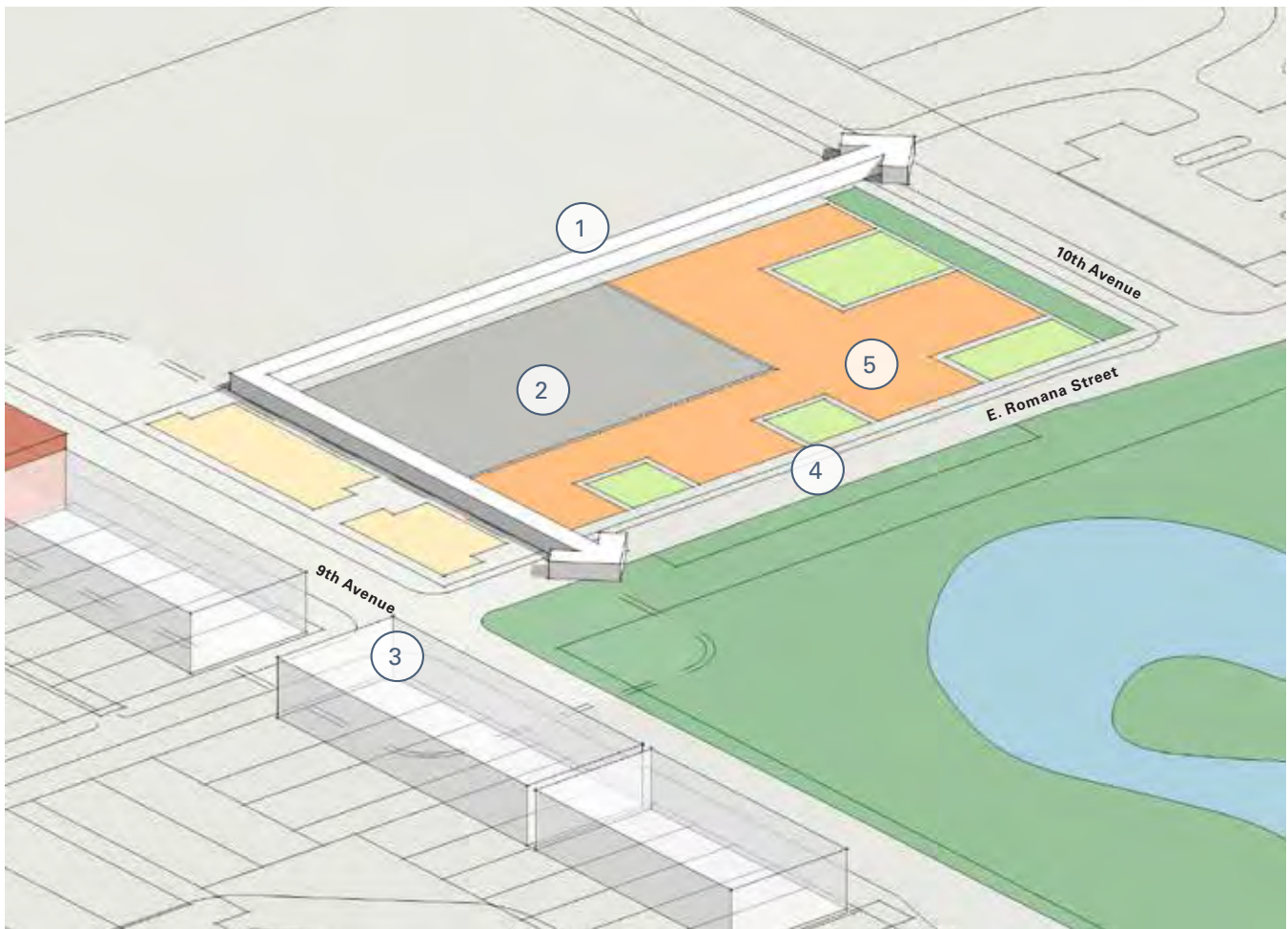
ILLUSTRATED PRINCIPLES

Option 2 — Site Development Strategy

OVERALL SITE DIAGRAM

1. Create parking and service access from Romana Street and 10th Avenue
2. Mid-block parking garage shielded from view on public frontages
3. Buildings facing 9th Avenue
4. Open Space distributed along park frontage
5. Buildings fronting Romana Street and 10th Avenue

The Option 2 strategy takes advantage of the height allowance to create views and anchor the eastern end of the site. This option also separates the townhouses from the parking garage by providing an alley to serve both the townhouses and the common parking garage while maintaining the goal of screen the parking.



OPTION 2 DIAGRAM KEY

1. Structured parking garage accessed from private drives off of Romana Street and 10th Avenue



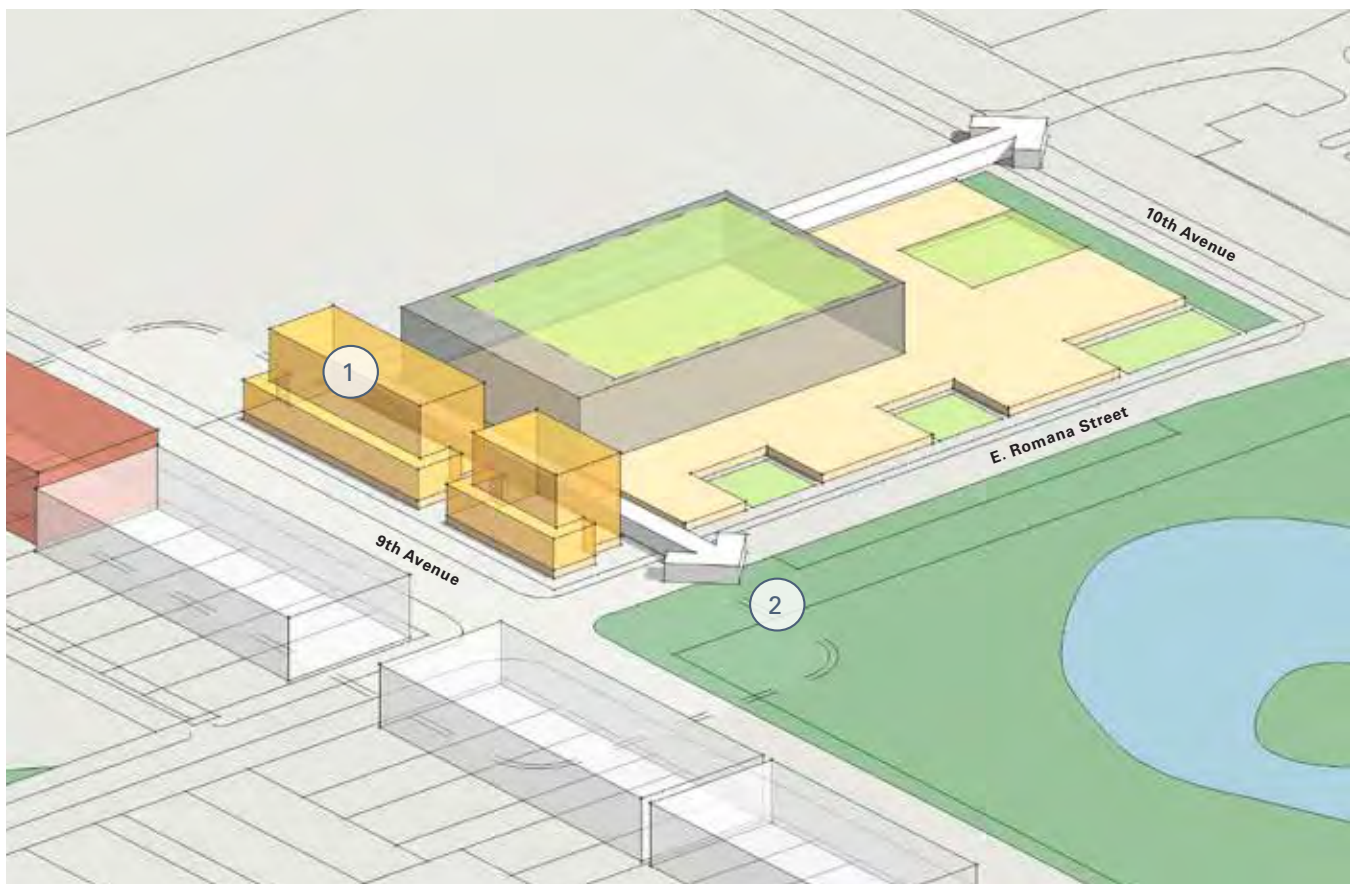
ILLUSTRATED PRINCIPLES

Option 2 — General Massing Approach

OVERALL SITE DIAGRAM

1. 3.5-story buildings facing 9th Avenue with one separation
2. Egress between buildings from Romana Street shields view of garage

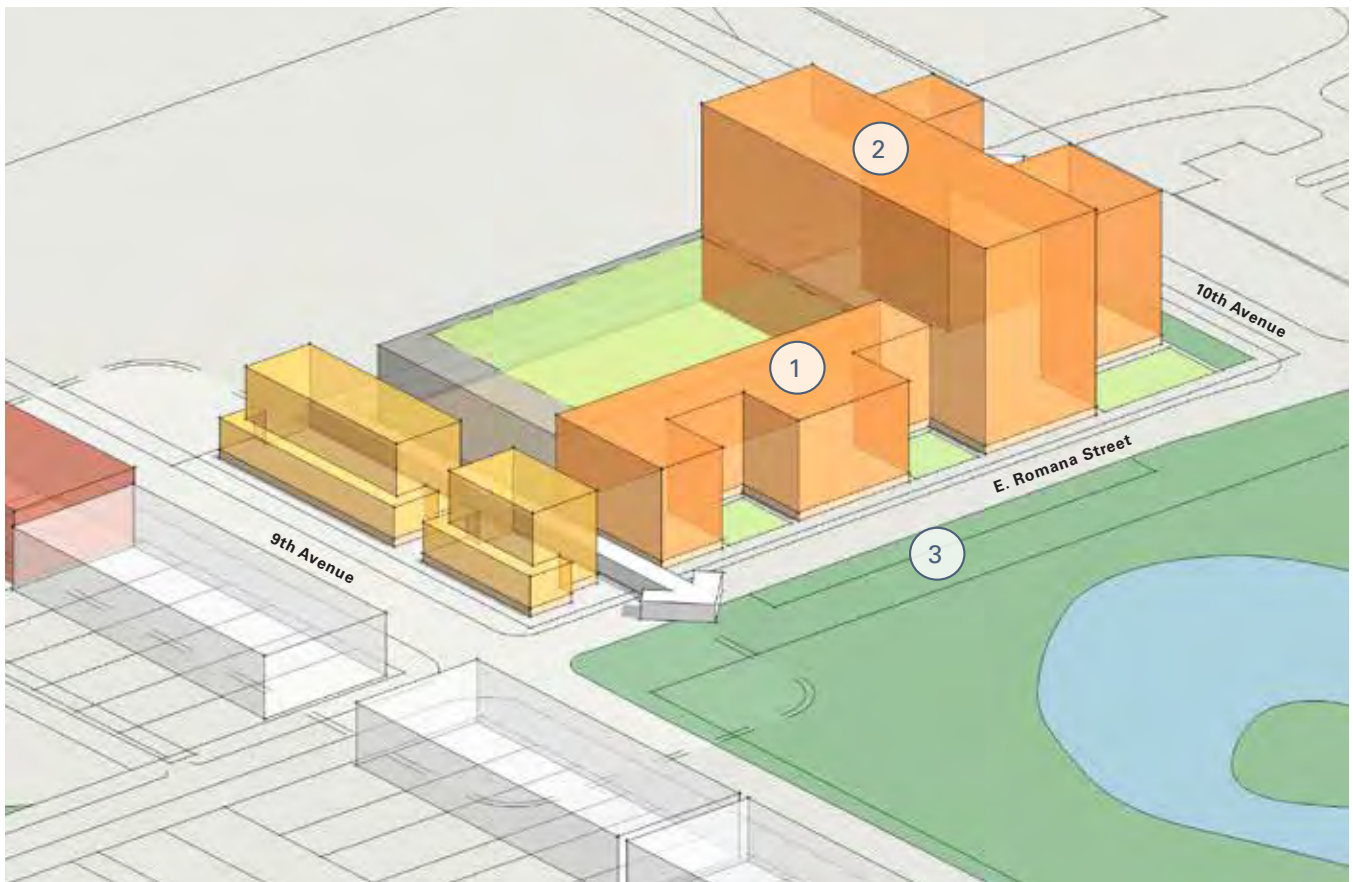
This approach shows an example of using 3 primary building types. A 3.5-story townhouse facing 9th Avenue, a 4-story multi-family building, and a 9-story multi-family building facing the park and 10th Avenue. The multi-family buildings are courtyard types that allow for views to the water looking south and east. These also create a “garden” edge along the park while screening the parking garage from 9th Avenue, Romana Street, and 10th Avenue.





OVERALL SITE DIAGRAM

1. 4-story courtyard building facing Romana Street screening the garage
2. 9-story building fronting 10th Avenue and Romana Street
3. Courtyards maximize views and create diversity and interest along Romana Street

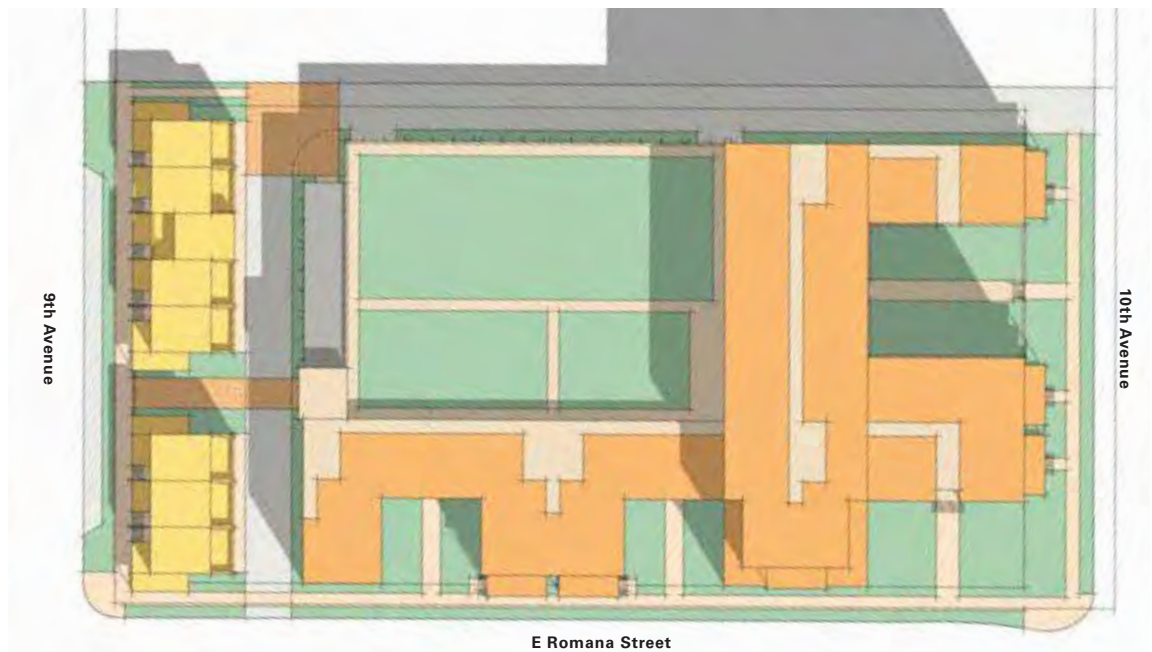


ILLUSTRATED PRINCIPLES

Option 2 — Typical Site Development Plan



Option 2 — Illustrated ground floor plan showing distributed open space between multi-family buildings



Option 2 — Illustrated upper floors plan layout showing courtyard on garage with units frontage from 9-story building



Option 2 — Illustrated view of 4-story massing and 9-story massing with galleries and building setbacks along Romana and 10th Avenue townhouses are shown facing 9th Avenue and lining the garage courtyard.

- MULTI-FAMILY RESIDENTIAL
- BUILDING CIRCULATION
- TOWNHOUSE
- PARKING GARAGE
- OPEN SPACE

DEVELOPMENT PROGRAM

- » Building Program:
 - › 180 Residential Units
- » Parking Spaces Required:
 - › Residential Units (1/Unit): 180
 - › Retail (1/300 sf)
- » Parking Spaces Provided:
 - › Garage: 210
- » Other Considerations:
 - › Building Height: 45'–100'
 - › Impervious Lot Coverage: 75%
 - › Includes courtyard space provided on green roof of garage and within courtyards at ground level

ILLUSTRATED PRINCIPLES

Option 2 — Perspective Views



Option 2 — Viewpoint along 9th Avenue looking north



Option 2 — Eyelevel view of massing along 9th Avenue looking north



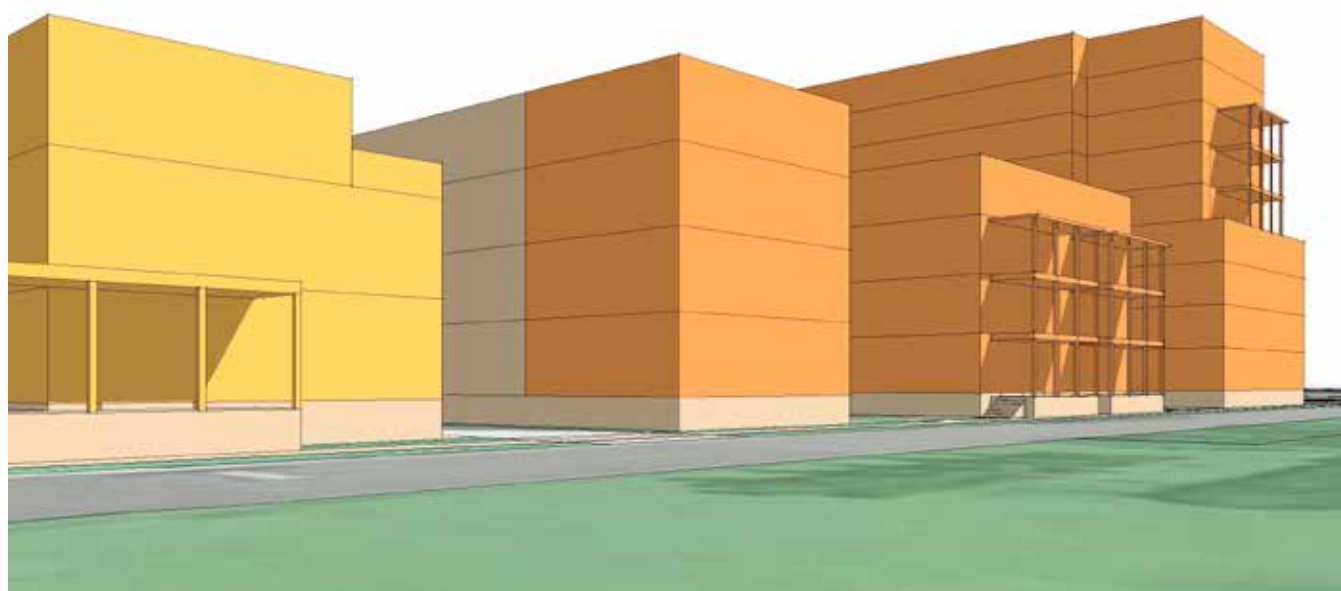
Option 2 — View of traditional architectural treatment along 9th Avenue showing galleries and scale

ILLUSTRATED PRINCIPLES

Option 2 — Perspective Views



Option 2 — Viewpoint along E. Romana Street looking east



Option 2 — Eyelevel view of massing along Romana Street



Option 2 — View of mix of traditional architectural treatment and contemporary architecture for 9-story building along Romana Street

CITY CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL

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State of Florida

County of Escambia:

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

CITY OF PENSACOLA, FLORIDA

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

10/30/17

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

Sworn to and Subscribed before me this 30th of October 2017, by Brittini L Pennington who is personally known to me

Affiant

Mark Dee Kent

Notary Public for the State of Florida

My Commission expires October 27, 2019

**CITY OF PENSACOLA, FLORIDA
NOTICE OF PUBLIC HEARING**

On Thursday, November 9, 2017 at 5:30 p.m. in the Council Chambers, of City Hall at 222 W. Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering the sale of the surplus CRA-owned property at 9th Avenue and E. Romana Street ("Hawkshaw Property") to Robert Montgomery, LLC, for construction of a mixed use development. The development proposal may be viewed on the City of Pensacola website at <http://www.cityofpensacola.com/DocumentCenter/View/9731>.

You are not required to respond or take action regarding this notice; but if you wish to speak before the City Council on this subject, you are invited to be present at the scheduled hearing.

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk at (850) 435-1606 (or TDD 435-1666) no later than 48 hours prior to the proceedings. For additional information on this matter, please call the Community Redevelopment Agency at 436-5650.
Legal No. 2500909 1T October 30, 2017

Publication Cost: \$154.34

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Customer No: PNJ-25615500



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00594

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

HAWKSHAW PROPERTY DEVELOPMENT AGREEMENT AND SALE

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In June 2017, NAI Halford issued a Request for Proposals (RFP) for redevelopment of the property at 9th Avenue and Romana Street (Hawkshaw) on behalf of the CRA. Proposals were received from Galveztown, LLC and Robert Montgomery, LLC. The Hawkshaw Proposal Selection Committee, appointed by the CRA, reviewed and ranked the two proposals. The selection Committee voted unanimously to recommend that the CRA approve the submission by Robert Montgomery, LLC as the top ranking proposal. On September 11, 2017, the CRA approved the proposal submitted by Robert Montgomery, LLC and authorized staff to move forward to negotiate a development agreement.

The purchase price offered by Robert Montgomery, LLC is \$1,600,000, which is \$600,000 above the competing proposal and \$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.

Robert Montgomery, LLC will pay to the CRA a deposit in the amount of \$100,000 which will be refundable during a seventy-five (75) day Inspection Period. The remaining balance will be paid upon closing in the amount of \$1,500,000.

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 as 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 staff to bring back a development agreement for CRA approval.

October 12, 2017 - City Council scheduled a Public Hearing on the proposed sale for November 9, 2017.

FUNDING:

Budget: \$ 0

Actual:	\$1,600,000	Proceeds from Sale of Property
	<u>(64,000)</u>	4% Realtor's Commission
	<u>\$1,536,000</u>	Net Revenue from Sale Proceeds

FINANCIAL IMPACT:

The buyer will pay to the CRA a deposit in the amount of \$100,000 upon execution of the development agreement/contract for sale. This deposit will be refundable during the seventy-five (75) day Inspection Period. The remaining balance will be paid upon closing, in the amount of \$1,500,000. 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

ATTACHMENTS:

- 1) Development Agreement - Hawkshaw Redevelopment

PRESENTATION: No

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017 by and between **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA**, a public body, corporate and politic, of the State of Florida ("Seller"), and **ROBERT MONTGOMERY, LLC**, a Florida limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of those certain parcels of land in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Seller issued the "Hawkshaw Development Opportunity" Request for Proposals attached hereto as Exhibit "B" and incorporated herein by reference (the "RFP");

WHEREAS, in response to the RFP, Buyer submitted the "Hawkshaw Proposal" dated August 7, 2017 attached hereto as Exhibit "C" and incorporated herein by reference (the "Buyer's Proposal"), which proposal was selected by Seller;

WHEREAS, this Agreement is entered into pursuant to the RFP and the Buyer's Proposal; and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, upon the terms and subject to the conditions set forth in this Agreement.

2. Purchase Price. The purchase price of the Property shall be ONE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00) (the "Purchase Price") and shall be payable as follows:

- (a) The Deposit (as defined in Section 3 below) shall be applied to the Purchase Price at Closing; and
- (b) The Purchase Price less the Deposit (subject to adjustment by the closing costs and prorations provided for elsewhere in this Agreement) shall be

paid in good and immediately available U. S. dollars by certified check payable to Seller or, at Seller's election in its sole discretion, by wire transfer.

3. Deposit. Simultaneously with Buyer's execution of this Agreement, Buyer shall deposit with McDonald Fleming Moorhead, Attorneys at Law, Pensacola, Florida ("Closing Agent") the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Deposit"). The Deposit shall be held in Closing Agent's Florida Bar IOTA account and shall be non-interest bearing to Seller and Buyer. The Deposit shall be held and disbursed only in accordance with the terms and conditions of this Agreement.

4. Inspection Period. Buyer shall have the right, subject to the terms herein, during normal business hours for a period of time commencing on the Effective Date and continuing for a period of seventy-five (75) days (the "Inspection Period") to enter upon, inspect and investigate the Property to determine whether or not the same is satisfactory to Buyer. If Buyer shall be dissatisfied with the Property, Buyer shall be entitled, as its sole remedy, to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period, whereupon this Agreement shall terminate, the Deposit shall be promptly returned to Buyer and the parties shall be released and relieved from further liability hereunder.

5. Entry and Inspection. During the Inspection Period, Seller shall make the Property available for inspection by Buyer during daylight hours and upon reasonable notice. During the Inspection Period, Buyer may, at Buyer's sole risk and expense, undertake a complete physical inspection of the Property as Buyer deems appropriate, including but not limited to soil tests and environmental audits; provided, however, that any such inspection does not cause any permanent damage to the Property. All such inspections, investigations and examinations shall be undertaken at Buyer's sole cost and expense. Buyer will coordinate all on-site inspections with Seller. After completing any inspections, Buyer shall restore and repair any damage caused by Buyer's inspections. Buyer hereby agrees to indemnify and hold Seller harmless from any and all damages or claims brought against Seller in connection with Buyer's inspections, investigations or examinations on the Property.

6. Closing. The delivery of the deed and other documents, the payment of the remainder of the Purchase Price and the consummation of the transactions contemplated by this Agreement (collectively, the "Closing") shall take place at the offices of Closing Agent, 127 Palafox Place, Suite 500, Pensacola, Florida, at 2:00 p.m. on the fifteenth (15th) day after the expiration of the Inspection Period, or such earlier date and time as the parties may mutually agree (the "Closing Date").

7. Ownership and Control of Buyer; Assignment by Buyer.

- (a) Buyer acknowledges and agrees that the identities of the persons who manage and control the Buyer are a material inducement for Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Buyer hereby represents and warrants to Seller that the

following persons are all of the members and managers of Buyer and that the percentage ownership and voting control of each such person is as indicated below:

- (i) Members: Robert Montgomery currently owns 100% of the membership interests in Buyer and holds 100% of the voting control of Buyer.
 - (ii) Managers: Robert Montgomery is the sole Manager of Buyer.
- (b) Not less than twenty one (21) days prior to a regularly scheduled meeting of Seller, Buyer shall give Seller written notice of any proposed change in the management or voting control of Buyer. Such notice shall state the names and addresses of all proposed new managers and, in the event of a proposed change in voting control, the names and addresses of the person or persons who will have voting control of Buyer as a result of such change, and their respective percentage ownership and voting rights and shall include such other information as Seller may reasonably request. Buyer shall not make, suffer or permit any change in the management or voting control of Buyer without the prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Unless Seller disapproves the requested change at the next regularly scheduled meeting of Seller that is more than twenty one (21) days after Buyer gives Seller the written notice required by this paragraph, the requested change shall be deemed approved.
- (c) Further, not less than twenty one (21) days prior to a regularly scheduled meeting of Seller, Buyer shall give Seller written notice of any proposed transfer or assignment by Buyer of this Agreement, in whole or in part, or of any of its legal or beneficial right, title or interest in, to or under this Agreement to any other person or entity. Such notice shall state the names and addresses of the proposed assignee and all principals, managers, officers and directors, as applicable, and those shareholders or members, as applicable, having voting control of the proposed assignee, and shall include such other information as Seller may reasonably request. Buyer shall not transfer or assign this Agreement, in whole or in part, or of any of its legal or beneficial right, title or interest in, to or under this Agreement to any other person or entity without the prior written approval of Seller, which approval may be given or withheld in Seller's sole and absolute discretion. Unless Seller disapproves the requested transfer or assignment at the next regularly scheduled meeting of Seller that is more than twenty one (21) days after Buyer gives Seller the written notice required by this paragraph, the requested transfer or assignment shall be deemed approved. Notwithstanding the foregoing, Buyer shall have the

absolute right to assign this Agreement to an entity where such entity has the same management and voting control as Buyer, which shall include modifications in management and/or voting control that have been approved by Seller pursuant to Section 7(b), above.

8. Buyer's Development Team. Buyer acknowledges and agrees that the members of Buyer's development team for the Project are a material inducement for Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Buyer hereby represents and warrants to Seller that Caldwell Associates Architects, Inc. will be the architect of record for the Project and that Morette Company will be the general contractor for the Project. Not less than twenty one (21) days prior to a regularly scheduled meeting of Seller, Buyer shall give Seller written notice of any proposed change in such architect of record or general contractor, together with such information as Seller may reasonably request. Buyer shall not change such architect of record or contractor without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Unless Seller disapproves the requested change at the next regularly scheduled meeting of Seller that is more than twenty one (21) days after Buyer gives Seller the written notice required by this Section, the requested change shall be deemed approved.

9. Project. Buyer shall construct on the Property the Project described in this Section. At Buyer's option, the Project may be constructed in two phases.

- (a) Phase I of the Project shall consist of a 3-story mixed-use commercial and multi-family residential building placed on the southwest corner of the Property with frontage directly on 9th Avenue and Romana Street. The Phase I building shall be elevated to meet current and anticipated revised minimum flood elevations and to help create a "four-story read" along the streets. The first floor of the Phase I building shall consist of (1) restaurant and (2) retail and/or office space. Wine World shall occupy restaurant and/or retail space in the Phase I building. The second and third floors of the Phase I building shall consist of condominium units. Phase I of the Project shall also include a paved surface parking lot on a portion of the Property behind the Phase II building site with access from Colfax Street and/or 10th Avenue, which shall include sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning and land use regulations.
- (b) Phase II of the Project shall consist of a 3-story residential building placed on the southerly portion of the Property with frontage directly on Romana Street. Phase II shall consist of residential condominium units. Phase II of the Project shall also include 32 covered parking spaces under the Phase II building and the completion of the Phase I paved surface parking lot, which shall include sufficient parking spaces to satisfy, at a minimum, applicable building code, zoning and land use requirements.

- (c) The Project buildings and structures shall contain approximately 102,000 conditioned gross square feet and approximately 142,000 total gross square feet including all conditioned square feet, parking under podium, elevated promenade, exterior corridors and balconies. The outward appearance of the buildings shall be substantially in accordance with the renderings contained in the Proposal.
- (d) Landscaping shall include traditional streetscapes along 9th Avenue and Romana Street, unique urban gardens fronting Admiral Mason Park, a mix of planted in-ground materials and materials set in architectural features such as planters, seating and other urban elements.
- (e) It is the Buyer's intent to develop the Project in substantial conformity with, to the extent practicable, the Buyer's Proposal including containing the configuration, types of materials and intended uses set forth in the Buyer's Proposal. To that end, Buyer intends to develop 39 residential units, 12 in Phase I and 27 in Phase II. Buyer covenants to construct no less than 33 residential units.
- (f) No material deviation shall be made from any of the foregoing requirements of paragraphs (a) through (e), hereinabove, except with the prior written consent of Seller in its sole and absolute discretion.
- (g) The provisions of this Section 9 shall be included in the special warranty deed conveying the Property to Buyer as covenants, conditions and restrictions that run with the land and shall be binding upon and against Buyer and all persons claiming any estate, lien or interest in the Property by, through or under Buyer.

10. Development Milestones.

- (a) Prior to the expiration of the Inspection Period, Buyer shall:
 - (i) Complete the programming and schematic design phases of the design of the Project and provide to Seller copies of the design documents through the schematic design phase, including without limitation an estimated construction schedule; and
 - (ii) Submit Buyer's design documents to the Gateway Review Board, together with such other documentation and information as may be required in order to obtain Gateway Review Board approval of the Project.
- (b) No later than one (1) year after the Closing, Buyer shall commence on-site construction of Phase I of the Project and shall certify in writing to Seller that on-site construction of Phase I of the improvements has commenced.

Thereafter, Buyer shall diligently and continuously prosecute such construction to completion.

- (c) No later than eighteen (18) months after the earlier of (i) commencing construction of Phase I or (ii) the deadline under paragraph (b) above, Buyer shall achieve substantial completion of Phase I ("substantial completion" of Phase I being defined as the date that a certificate of occupancy for Phase I is issued by the City of Pensacola).
- (d) No later than one (1) year after the earlier of (i) substantial completion of Phase I or (ii) the deadline under paragraph (c) above, Buyer shall commence on-site construction of Phase II of the Project and shall thereafter diligently and continuously prosecute such construction to completion.
- (e) No later than eighteen (18) months after the earlier of (i) commencing construction of Phase II or (ii) the deadline under paragraph (d) above, Buyer shall achieve substantial completion of Phase II of the Project ("substantial completion" of Phase II being defined as the date that a certificate of occupancy for Phase II is issued by the City of Pensacola).
- (f) If Buyer fails to comply with any of the requirements of paragraph (a) above, or if any of the documentation or information provided by Buyer pursuant to paragraph (a) above does not comply with the requirements of this Agreement, Seller, at its election and in its sole discretion, may terminate this Agreement by giving Buyer written notice of termination prior to the expiration of the Inspection Period (and the Closing Date shall be extended accordingly), and promptly after the giving of such notice by Seller, the Deposit shall be returned to Buyer and neither party shall have any further liability to the other under this Agreement.
- (g) Provided Buyer has not closed its construction financing for Phase I of the Project, if Buyer fails to meet the deadline required by paragraph (b) above, then Seller, at its election and in its sole discretion, shall have a one hundred eighty (180) day right to repurchase the Property, commencing from the date of the applicable deadline. Seller shall provide written notice to Buyer of Seller's election to exercise its repurchase right within sixty (60) days after the date of the applicable deadline. If Seller elects to exercise this right to repurchase the Property, Seller will pay Buyer an amount equal to the Purchase Price and thereupon Buyer shall re-convey the Property to Seller by special warranty deed. Notwithstanding the foregoing, in the event that Seller does not give Buyer written notice of its election to exercise its repurchase rights under this paragraph prior to the closing of Buyer's construction loan financing for Phase I of the Project, Seller's repurchase rights under this paragraph shall be deemed

extinguished, released, void and of no further force and effect without necessity for any further action of Seller or Buyer, and, at Buyer's request, Seller shall enter into, grant, and deliver any instrument that Buyer, or any title insurance company insuring the Property, reasonably deems necessary to clear the title to the Property from repurchase rights thereby making title to the Property marketable without further rights reserved herein. The rights herein are for the benefit of Seller and shall be enforceable by Seller, and no other.

- (h) Any of the deadlines set forth in paragraphs (b) through (e) above shall be extended day-for-day if Buyer is unable to achieve such deadline by reason of delays caused by a Force Majeure Event (hereinafter defined); provided that prior to the applicable deadline, Buyer shall give Seller written notice of the occurrence of the Force Majeure Event, including the full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing Buyer from, or delaying Buyer in, achieving the applicable deadline and provided, further, that Buyer shall use its reasonable efforts to mitigate the effect of the Force Majeure Event. "Force Majeure Event" is defined as an event or circumstance which is beyond the control and without the fault or negligence of Buyer or Buyer's architects, engineers or contractors and which by the exercise of reasonable diligence the party affected was unable to prevent, which events and circumstances shall include, without limitation, the following:
 - (a) financial upheaval, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
 - (b) abnormal weather conditions, earthquakes, flood, tornado, hurricane, other physical natural disaster or other acts of God; and
 - (c) labor or material shortages at regional or national levels, strikes at a national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by Buyer, its architects, engineers or general contractors and which affect an essential portion of the development or construction of the Project.
- (i) Any of the deadlines set forth in paragraphs (b) through (e) above shall be extended day-for-day during the period pending approval of the changes set forth in Sections 7(b), 7(c), and 8 above, from the date the Buyer provides notice to Seller of a change pursuant to Sections 7(b), 7(c), and 8 above, until Seller notifies Buyer of its decision regarding approval of such changes.
- (j) If Buyer fails to meet any of the deadlines required by paragraphs (b) through (e) above, Buyer shall pay Seller liquidated damages in the amount of \$2,500.00 per day for each day elapsing after the missed

deadline until the missed deadline is achieved up to a total sum of \$100,000.00.

- (k) The provisions of this Section 10 shall be included in the special warranty deed conveying the Property to Buyer as covenants, conditions and restrictions that run with the land and shall be binding upon and against Buyer and all persons claiming any estate, lien or interest in the Property by, through or under Buyer. Notwithstanding the foregoing, any covenants, conditions or restrictions shall be deemed extinguished, released, void and of no further effect as to condominium unit purchasers and their mortgagees.

11. Reporting Milestones. Buyer shall provide to Seller the indicated information as and when available consistent with the Development Milestones in Section 10 above:

- (a) A binding loan commitment for construction financing for Phase I of the Project issued and executed by a reliable and reputable institutional lender and accepted and executed by Buyer and all guarantors named in such commitment, and subject only to usual and customary conditions (other than the creditworthiness of the borrower and guarantors) that are not inconsistent with the terms of this Agreement.
- (b) Evidence of Buyer's ability to pay the cost of construction of Phase I of the Project in excess of funding to be provided pursuant to the loan commitment referenced above.
- (c) Evidence of the close of construction financing of Phase I of the Project.
- (d) A copy of the final critical path schedule for construction of Phase I of the Project.
- (e) Complete copies of Buyer's applications for all building and other permits required for the construction of Phase I of the Project.
- (f) Copies of the design documents for Phase II of the Project through the design development phase.
- (g) A binding loan commitment for construction financing for Phase II of the Project issued and executed by a reliable and reputable institutional lender and accepted and executed by Buyer and all guarantors named in such commitment, and subject only to usual and customary conditions (other than the creditworthiness of the borrower and guarantors) that are not inconsistent with the terms of this Agreement.

- (h) Evidence of Buyer's ability to pay the cost of construction of Phase II of the Project in excess of funding to be provided pursuant to the loan commitment referenced in paragraph (g) above.
- (i) A copy of the 100% complete construction and civil engineering documents, plans and specifications for Phase II of the Project.
- (j) A copy of the critical path schedule for construction of Phase II of the Project.
- (k) Complete copies of Buyer's applications for all building and other permits required for the construction of Phase II of the Project.
- (l) Certification in writing to Seller that on-site construction of the Phase II improvements has commenced.

The reporting requirements set forth in this Section 11 are intended to demonstrate that the Buyer is diligently pursuing the completion of the Project in accordance with the Development Milestones in Section 10 above, subject to delays caused by a Force Majeure Event (hereinafter defined).

12. Closing Costs. Seller shall pay: (i) the Clerk of Court's fees for recording all lien satisfactions and any and all documents required to cure any defects in title; (ii) Seller's attorneys' fees; and (iii) the brokerage commission due NAI Halford. Buyer shall pay all other closing costs, including without limitation: (i) the deed documentary stamp tax payable upon recording of the deed of conveyance; (ii) the costs and premium for an owner's title insurance policy in the amount of the Purchase Price; (iii) the cost of a current survey of the Property, if desired by Buyer; (iv) the Clerk of Court's fees for recording the deed of conveyance; (v) Buyer's attorneys' fees; and (vi) the costs associated with any financing obtained by Buyer.

13. Title.

- (a) At the Closing, Seller shall convey to Buyer, by special warranty deed, good and marketable fee simple title to the Property free and clear of all liens, claims, restrictions, encumbrances, easements and tenancies other than the Permitted Exceptions. As used in this Agreement, the term "Permitted Exceptions" shall mean and include the following:
 - (i) All present and future zoning, land use, comprehensive plans, future land use, building, health, safety and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, Federal or other governmental authority, including without limitation, all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Property or the use and improvement thereof;

- (ii) All claims, covenants, restrictions, servitudes, easements, reservations, conditions, consents, agreements and other matters of record;
 - (iii) Road rights of way affecting the Property, including without limitation Colfax Drive which is or may be a private easement and/or owned in whole or in part by a third party;
 - (iv) Real estate ad valorem taxes, assessments, water charges, sewer rents and local government charges for the current assessment period(s), all of which shall be prorated as of the Closing Date;
 - (v) All matters that would be disclosed by an accurate survey and inspection of the Property;
 - (vi) All exceptions listed in the Title Commitment issued pursuant to paragraph (b) below;
 - (vii) Reservation by Seller, pursuant to Section 270.11, Florida Statutes, of an undivided three-fourths royalty interest in and to an undivided three-fourths interest in, all phosphate, mineral and metals that are or may be in, on, or under the Property, and an undivided one-half interest in all the petroleum that is or may be in, on, or under the Property without any right of entry to mine, explore or develop for same;
 - (viii) The covenants, conditions and restrictions to be included in the deed pursuant to Sections 9 and 10 above.
- (b) Promptly after the Effective Date, Buyer shall order a title commitment (the "Title Commitment"), together with copies of all title documents listed as exceptions, from a nationally recognized title insurance company agreeing to issue to Buyer an Owner's ALTA Form B title insurance policy in the total amount of the Purchase Price insuring fee simple marketable title to the Property and upon receipt thereof Buyer shall deliver copy thereof to Seller. Buyer shall have fifteen (15) days after the Effective Date within which to notify Seller in writing of any defects or objections to the title appearing in the Title Commitment. If Buyer fails to give such written notice to Seller within such 15-day period, Buyer shall be conclusively deemed to have waived its right to object to any matters of title. In the event that Buyer gives Seller timely written notice of any title defects or objections, Seller shall make good faith efforts to cure such title defects or objections and must cure liens, judgments or encumbrances evidencing or securing monetary obligations. If Seller fails to remedy such title objections or defects at or prior to Closing, Buyer may in its sole

discretion either: (a) terminate this Agreement and receive a return of its Deposit; (b) waive such title objections or defects and consummate the Closing without reduction in the Purchase Price and without any other liability on the part of Seller; or (c) postpone the Closing for a reasonable time to allow Seller additional time to remedy said title defects or objections, and if thereafter Seller is still unable to remedy said title defects or objections, at that time Buyer may elect either (a) or (b). Notwithstanding the foregoing and without the need on the part of the Buyer to make any objection thereto: (i) all mortgages and other liens that can be discharged by the payment of money shall be discharged by Seller not later than Closing; and (ii) all tenancies and other possessory rights with respect to the Property shall be terminated by Seller at or prior to Closing, except as specifically provided for herein, and the Property shall be available to Buyer at Closing free of all mortgages and other monetary liens and free of all tenancies and other possessory rights except as specifically provided for herein.

- (c) Notwithstanding the foregoing or any other provision in this Agreement, in the event that Seller is unable to convey title of the kind and quality required by this Agreement for any reason whatsoever, Seller, may, in its sole and absolute discretion, terminate this Agreement and all rights of Buyer with respect to the Property shall wholly cease, and thereupon the Deposit shall be returned to Buyer as Buyer's sole and exclusive remedy. Nevertheless, Buyer may, in its sole discretion, elect to accept such title as Seller may be able to convey, without reduction of the Purchase Price and without any other liability on the part of the Seller.

14. PROPERTY CONVEYED "AS IS". BUYER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT AT THE CLOSING THE PROPERTY SHALL BE CONVEYED TO, AND ACCEPTED BY, BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS". SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF, OR THE SUITABILITY OF THE PROPERTY OR ANY PORTION THEREOF FOR BUYER'S INTENDED USE, NOR ANY OTHER REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR ANY PORTION THEREOF. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE WHATSOEVER, ORAL AS WELL AS WRITTEN, EXPRESS AS WELL AS IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF VALIDITY, ENFORCEABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND ITS REPRESENTATIVES HAVE HAD, OR WILL HAVE PRIOR TO CLOSING, AMPLE OPPORTUNITY TO EXAMINE, INSPECT AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE PROPERTY AND THAT BUYER UNDERSTANDS

AND AGREES THAT NEITHER SELLER NOR ANY MEMBER, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY OR CONSULTANT OF OR FOR SELLER HAS MADE OR IS MAKING ANY WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT THERETO EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES THAT IT IS RELYING AND SHALL RELY SOLELY UPON ITS OWN EXAMINATIONS AND INSPECTIONS AND UPON THE ADVICE OF ITS OWN ATTORNEYS, CONSULTANTS, AND EMPLOYEES (AND NOT UPON ANY STATEMENTS, WARRANTIES, REPRESENTATIONS, ADVICE OR INTERPRETATION OF LEGAL DOCUMENTS, WRITTEN OR ORAL, OF OR BY SELLER OR SELLER'S ATTORNEYS, AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES) AS TO ANY MATTERS WHATSOEVER PERTAINING TO THE PROPERTY AND ALL PORTIONS THEREOF. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, THE TRANSFER AND CONVEYANCE OF THE PROPERTY, AND THE DELIVERY OF THE CLOSING DOCUMENTS.

15. Risk of Loss and Condemnation. The risk of loss or damage to the Property from casualty or condemnation prior to the Closing shall be borne by the Seller.

16. Deliveries at Closing. At the Closing, the parties shall deliver all deeds, documents and other things reasonably necessary to consummate the sale and purchase of the Property pursuant to the terms of this Agreement, including without limitation the items indicated below:

- (a) Seller's Deliveries. Seller shall execute and/or deliver to Buyer the following:
 - (i) Special warranty deed in proper recordable form duly executed and acknowledged by Seller, subject only to the Permitted Exceptions;
 - (ii) Duly executed cancellations in recordable form cancelling all mortgages and liens, if any, encumbering the Property;
 - (iii) Seller's title insurance and lien waiver affidavits in customary form and substance satisfactory to the Title Company;
 - (iv) Full possession of the Property to the Buyer;
 - (v) An affidavit, in customary form and substance stating that Seller is a "United States corporation/person", as referred to and defined in Internal Revenue Code Sections 1445(f)(3) and 7701(g), and stating Seller's address and United States taxpayer identification number or social security number;
 - (vi) Evidence reasonably satisfactory to the Title Company that the person(s) executing the deeds and other Closing documents on

behalf of Seller has full authority to do so and to consummate, on behalf of Seller, the transactions contemplated by this Agreement;

- (vii) Closing statement; and
 - (viii) Any other documents contemplated by this Agreement or required by law to be delivered by Seller at or prior to the Closing.
- (b) Buyer's Deliveries. Buyer shall execute and/or deliver the following:
- (i) The Purchase Price, as increased or decreased by the prorations and adjustments provided for elsewhere in this Agreement, in good and immediately available U.S. dollars paid by certified check or by such other means as shall be acceptable to Seller, and to any other parties, the amounts in payment of the costs and expenses payable by Buyer incident to the Closing as required by this Agreement and set forth in the closing statement executed at the Closing;
 - (ii) Closing statement; and
 - (iii) Any other documents contemplated by this Agreement or required by law to be delivered by Buyer at or prior to the Closing.

17. Real Estate Taxes. Real estate ad valorem taxes assessed against the Property for the year of Closing, if any, shall be prorated as of the Closing Date. If the amount of such taxes for the year of Closing cannot be ascertained, the real estate ad valorem taxes assessed for the immediately preceding year shall be used for proration purposes at Closing and shall be deemed final and not subject to any "true up" after the Closing.

18. Brokerage. Seller and Buyer hereby agree to indemnify, defend and hold harmless the other against any claim of any broker, finder or other person or entity claiming a real estate commission or fee in connection with this sale by, through or under such indemnifying party, including all costs and reasonable attorneys' fees expended by the party so indemnified in the defense of any such claim.

19. Condemnation. In the event of an actual or proposed taking (by exercise of the power of eminent domain) of all or any portion of the Property with respect to which Seller receives notice or actual knowledge prior to Closing, Seller shall give Buyer prompt written notice thereof and Buyer shall have the option by written notice given to Seller prior to Closing of: (i) terminating this Agreement, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement; or (ii) proceeding to purchase the Property and receiving from Seller at Closing all of its right, title and interest in and to any award to which Seller may be entitled or, if such award is received by Seller prior to Closing, a credit of same toward the Purchase Price.

20. Notices. Any notice or demand that may be given hereunder shall be deemed to have been duly given upon delivery to the appropriate address provided below. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided.

If to Buyer:

Robert Montgomery, LLC
Attn: Robert Montgomery
657 E. Romana Street
Pensacola, Florida 32502

With copy to:

Stephen R. Moorhead, Esq.
McDonald Fleming Moorhead
127 Palafox Place, Suite 500
Pensacola, Florida 32502

If to Seller:

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA
222 West Main Street
Pensacola, Florida 32502
Attn: Helen Gibson

With copy to:

John P. Daniel, Esq.
Beggs & Lane, LLP
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, Florida 32502

21. Default.

- (a) In the event of a default by Buyer, Seller may terminate this Agreement by giving Buyer written notice of termination and retain the Deposit as liquidated damages (and not as a penalty or forfeiture), as Seller's sole and exclusive remedy.
- (b) If Seller shall fail or refuse to make settlement hereunder as herein required or shall default under any of its obligations under this Agreement, then, except as otherwise provided in this Agreement, Buyer at its option

and as its sole and exclusive remedies may: (i) postpone the Closing to allow Seller additional time to perform or satisfy any of its requirements, conditions, covenants or agreements or to cure any breach or failure thereof; (ii) waive any of Seller's requirements, conditions, covenants or agreements or any breach or failure thereof, without reduction or abatement in the Purchase Price; (iii) seek and obtain specific performance of this Agreement; or (iv) terminate this Agreement, whereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement. Buyer expressly waives the right to seek or recover monetary damages from Seller other than the return of the Deposit.

22. Miscellaneous.

- (a) The recitals set forth on page one of this Agreement are true and correct and are hereby incorporated herein by reference.
- (b) This Agreement constitutes the entire understanding and agreement between the parties with respect to the Property, and all prior negotiations, understandings and agreements, whether written or verbal, between the parties with respect to the Property are hereby superseded.
- (c) All of the terms, covenants, representations and warranties provided in this Agreement shall survive the Closing and consummation of the transactions contemplated hereby, shall continue in full force and effect and shall be enforceable after the Closing, and shall not be merged with the deed or other documents delivered in connection with the Closing.
- (d) This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against Seller and Buyer and their respective successors and assigns to the same extent as if specified at length throughout this Agreement.
- (e) In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is a Saturday, Sunday or legal holiday, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
- (f) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and

any party or signatory hereto may execute this Agreement by signing any such counterpart.

- (g) Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- (h) TIME IS OF THE ESSENCE IN COMPLYING WITH THE TERMS, CONDITIONS AND AGREEMENTS OF THIS AGREEMENT.
- (i) The "Effective Date" of this Agreement, which is the date upon which this Agreement shall be deemed to be effective, is the date upon which this Agreement is executed by the last party to execute this Agreement, as shown by the respective dates set forth below the places provided for the parties' execution.
- (j) Should either Buyer or Seller employ an attorney to enforce any of the terms and conditions hereof or of any of the Closing documents, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable cost, damages, and expenses, including reasonable attorneys' fees, expended or incurred by the prevailing party. The provisions of this paragraph shall survive the Closing. However, nothing herein is intended to serve as a waiver of the Buyer's sovereign immunity to which sovereign immunity applies, except as to the express terms of this Agreement, nor as a waiver of any applicable limitation on Buyer's liability for monetary damages, including without limitation attorney's fees under this paragraph, as provided by the laws and/or Constitution of the State of Florida. Nothing herein shall be construed as consent by Buyer to be sued by third parties in any matter arising out of this contract.

[End of Text; Signatures on Following Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the respective dates set forth below.

SELLER:

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA,**
a public body, corporate and politic, of the State of
Florida

By: _____
Jewel Cannada-Wynn, Its Chairperson

Date signed: _____

BUYER:

ROBERT MONTGOMERY, LLC,
a Florida limited liability company

By: _____
Robert Montgomery, Its Manager

Date signed: _____

EXHIBIT "A"

Legal Description of Property

All of Block 5, NEW CITY TRACT, according to the map of said City copyrighted by Thos. C. Watson in 1906 and Cemetery Lots 383 and 408, both inclusive, Old City Tract, according to map of said City copyrighted by Thos. C. Watson in 1906.

and

The South 25 feet of Colfax St. which abuts to the North and the West 39 feet of 10th Avenue which abuts to the East.

and

All additional interest in Colfax Street right of way that is owned by CRA, if any.

EXHIBIT “B”

Request for Proposals

Hawkshaw Development Opportunity



NAI Halford

DeeDee Davis, SIOR MICP
+1 850 433 0577
ddavis@naihalford.com
850.430.1503 Direct

Tina Tortomase MICP
+1 850 433 0577
ttortomase@naihalford.com
850.430.1520 Direct

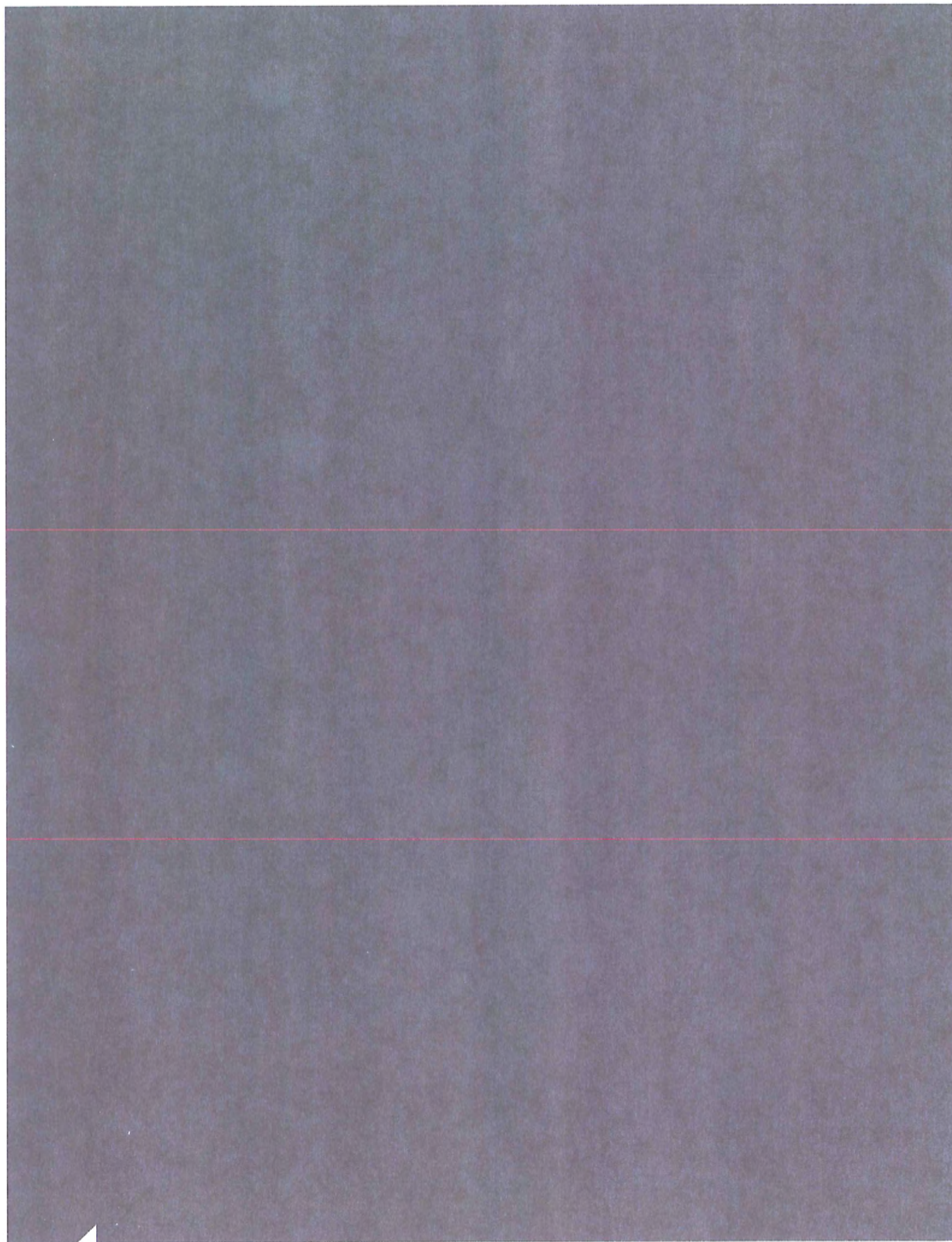


Table of Contents

Gateway Development Opportunity

- | | |
|---|----------------------------------|
| 1 | Property Details |
| 2 | Request For Proposal Information |
| 3 | About Pensacola |

1

Property Details

Historic Pensacola

Founded by Don Tristan de Luna in 1559, the Pensacola Bay Area was the first European settlement in the New World. Over the centuries, the flags of Spain, Britain, France, the Confederacy and the United States have flown over the “City of Five Flags.”

The city of Pensacola has led a strong initiative in reclaiming urban waterfront land for public use. This has resulted in a tremendous period of growth and revitalization to this historic, coastal city. Implementing a master plan of high quality, aesthetically pleasing public assets, streetscapes and infrastructure have set the tone for continued, distinctive growth.

Developing Pensacola

Pensacola has seen a tremendous revitalization in the past few years. Major new developments have spurred a first class wave of significant projects. Notably, the \$50M Community Maritime Park Wahoos Stadium was a major “kick start” to the revitalization movement. Also, of critical importance the relocation of the ECUA treatment plant from the downtown area, was an important impetus, for economic growth. Thoughtful, innovative planning by the City has led to upscale eateries, thriving retailers, beautifully rehabbed and repurposed historic buildings and some major new development projects.

*Signature Development Site in
Historic, Downtown Pensacola.*

Hawkshaw Offering

One of the signature development sites, Hawkshaw is seen as an important gateway into downtown with remarkable views of Pensacola Bay and within easy walking distance to the vibrant shops and restaurants along Palafox Place. Palafox Place was named one of ten great streets in America, by the American Planning Association in 2013.

Located in the downtown Business District of Pensacola, which includes typical private office buildings, government office buildings, courthouses, restaurants, shops and bars. There is also a historic district that includes a rich variety of residential and commercial buildings, along with many public parks. Most buildings have been completely renovated and serve as an additional tourist draw. Festivals are held throughout the year in this area. Historic, Downtown Pensacola is located four miles from pristine world reknowned area beaches.



*100 blk. South 9th Avenue
Pensacola, FL. 32502*

2.2 AC Level Ready Site
GRD Zoning

96,525 sf
Land Size

*Gateway Development
Opportunity*

225 x 429 '
Parcel Dimensions

Offered at
\$1,740,000

225' Frontage
9th Avenue

000S009025001005
Parcel ID

1

Property Details

Area Overview



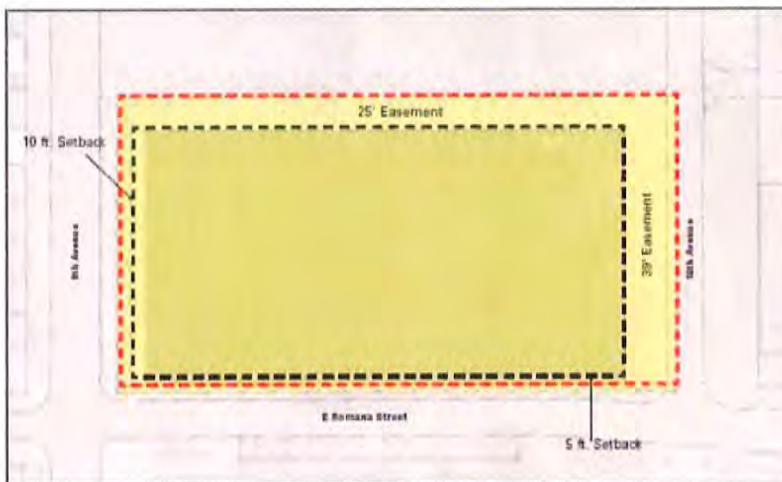
The Hawkshaw site fronts Admiral Mason Park with magnificent views to Pensacola Bay. Enjoying frontage on four streets provides for exceptional access





Location Map

- Net Parcel Area- (with easements and setbacks accounted for): 1.7 acres.
- FEMA has provided us with proposed new Floodplain Maps. They should be notifying us very soon of a 90 day comment period. After that, FEMA will review those comments that are received. If the new maps are adopted it should occur sometime between December 2017 and January 2018 from what I understand. The Hawkshaw property has a flood line that meanders diagonally across the property from Northwest to Southeast. Currently, the northeasterly section is in an X Zone (outside the 500 year floodplain) and the southwesterly section is in an AE 7 flood zone. Meaning that construction southwesterly of that flood zone line would have to meet the 7' flood elevation along with the City adopted 3' free-board. The finish floor elevation for the first floor would have to be at (7' + 3') 10 feet. The proposed maps increases that AE 7 to an AE 9 raising the finish floor elevation for the first floor to (9' + 3') 12 feet.



Setbacks

- 9th Ave- 10 feet
- East Romana Street- 5 feet
- 10th Ave- requires a building setback of 39 feet from the eastern property line.
- Easement along the northern property line requires a 25 foot setback to buildings.



Required Features

Typical articulation with balconies and porches to achieve Pensacola character and maintain 4 story read for facades along Romana Street (illustrative only)

2 Hawkshaw RFP

100 BLK. South 9th Avenue
Pensacola, FL. 32502

Hawkshaw Development Opportunity
Request for Proposal
Deadline for Submission: August 7, 2017

_____(Company) hereby expresses an interest in pursuing opportunities to develop 2.2 acres in the 100 S 9th Avenue Block of Pensacola, Florida, otherwise known as "Hawkshaw".

*** Project Overview: Shall be based on Hawkshaw Urban Design Guidelines

Please go to
<http://www.cityofpensacola.com/documentcenter/view/6626>

Proposals (3 hard copies and one electronic version) are due by 5:00 pm CST on Aug. 7, 2017.

Please return this Proposal to

NAI Halford
24 W. Chase Street
Pensacola, Florida 32502

Attention: DeeDee Davis, SIOR, MICP

Contact Information

Authorized Representative: _____

Title: _____

Date: _____

Evaluation committee will recommend one preferred proposal to CRA for consideration. The CRA reserves the right to accept or reject any or all proposals.

The vicinity of southern 9th Avenue and the subject property is envisioned to be developed as a walkable, urban mixed-use corridor. The CRA seeks a high-density residential or mixed use project. Proposers are advised to conduct necessary research, beyond review of these documents, to establish existing conditions of this property and to properly understand the requirements of its redevelopment including but not limited to the Hawkshaw Urban Design Guidelines.

No Known Environmental Conditions

The CRA is not aware of unusual existing regulated environmental conditions that could render development of this site infeasible. A reasonable due-diligence period will be in effect between selection of the successful proposer and contract closing.

Note: Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola or the Community Redevelopment Agency, City Council, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication pertaining to formal solicitations with any member of the Community Redevelopment Agency Board or any member of a selection/evaluation committee for RFPs, whether in person, by mail, or by electronic communications until such time as the CRA has completed all action with respect to the solicitation.

Additionally, any material submitted in response to the RFP will become a public document pursuant to Florida Statute 119.07. All proposal forms must be submitted in a sealed envelope and be signed by an authorized representative of the Proposer.

RFP Submittal

Please Submit the Following

Project Team/Experience/Credentials

1. Identity of Proposer, including the development team's organizational structure, and the names, affiliation and addresses of principals, including any and all general partners, stockholders owning 5% or more of the stock, and all officers.
2. Development team's professional qualifications and experience in types of uses proposed. Proposers shall demonstrate experience and ability to successfully complete a project of this general scope in a reasonable period of time, understanding that a phased implementation may be necessary.

Project Outline

1. A written description of the use of the site, including as applicable:
Building use(s), including overall dimensions
Residential price point(s), density and manner of sale/lease
Parking configuration and counts
Conceptual storm water facility configuration
Public amenities provided, if any

Landscaping Concept

2. Conceptual drawings of the proposed project, including conceptual site development plan, building elevations, and conceptual perspective rendering sufficient to reasonably represent the overall massing and architectural character and materials of the proposed project. Selected proposer must obtain CRA review and approval of final architectural design.
3. Offering price for the fee simple purchase of the property. It is understood that because this project will involve a public /private partnership, price is negotiable.

Completion Schedule

1. Project development schedule, including all milestones during planning and design, the construction period and commencement of operations.
2. Identify any special or unusual requirements for the sale of the subject land.
3. Identify any foreseeable variances to applicable regulations that may be requested during development of the proposed project.

RFP Submittal cont.

Project Financing and Economics

1. Provide complete and substantiated evidence of Proposer's financial capacity to undertake all aspects of the project, including letters from reputable financial institutions documenting the Proposer's ability to finance all aspects of the project.
2. The nature of private financing or commitment
3. Revenues to the City of Pensacola and Community Redevelopment Agency

Written proposals shall be reviewed and ranked by an Evaluation Committee approved by the CRA. The committee shall be comprised of professionals from the fields of financial services, real estate, and/or land development. At the discretion of the Evaluation Committee, respondents may be asked to provide oral presentations to the Committee.

Other General Conditions

1. The Evaluation Committee reserves the right to request any additional information if needed, from any or all proposers.
2. In the event it becomes necessary for the CRA to revise any part of this proposal subsequent to the advertisement of the RFP, revisions will be provided in the form of an addendum.
3. All proposals are subject to all applicable laws and regulations governing the use and development of land.
4. No Proposer shall assign its proposal or any rights or obligations thereunder without the written consent of the CRA.
5. The Proposer has carefully read the provisions, terms and conditions of the proposal document and does hereby agree to be bound thereby.

RFP Timeline

Timeline for Hawkshaw Decision

August 7, 2017	Deadline for Proposals
August 10, 2017	Presentations to Committee Recommended Committee: DeeDee Davis Christian Wagley Andy Terhaar
August 17, 2017	Oral Presentation (tentative)
September Meeting of CRA	Presentation of Preferred Proposal (tentative)

****DATES ARE SUBJECT TO CHANGE**

Hawkshaw Evaluation

Development Opportunity at Corner of 9th Avenue and East Romana Street
Hawkshaw

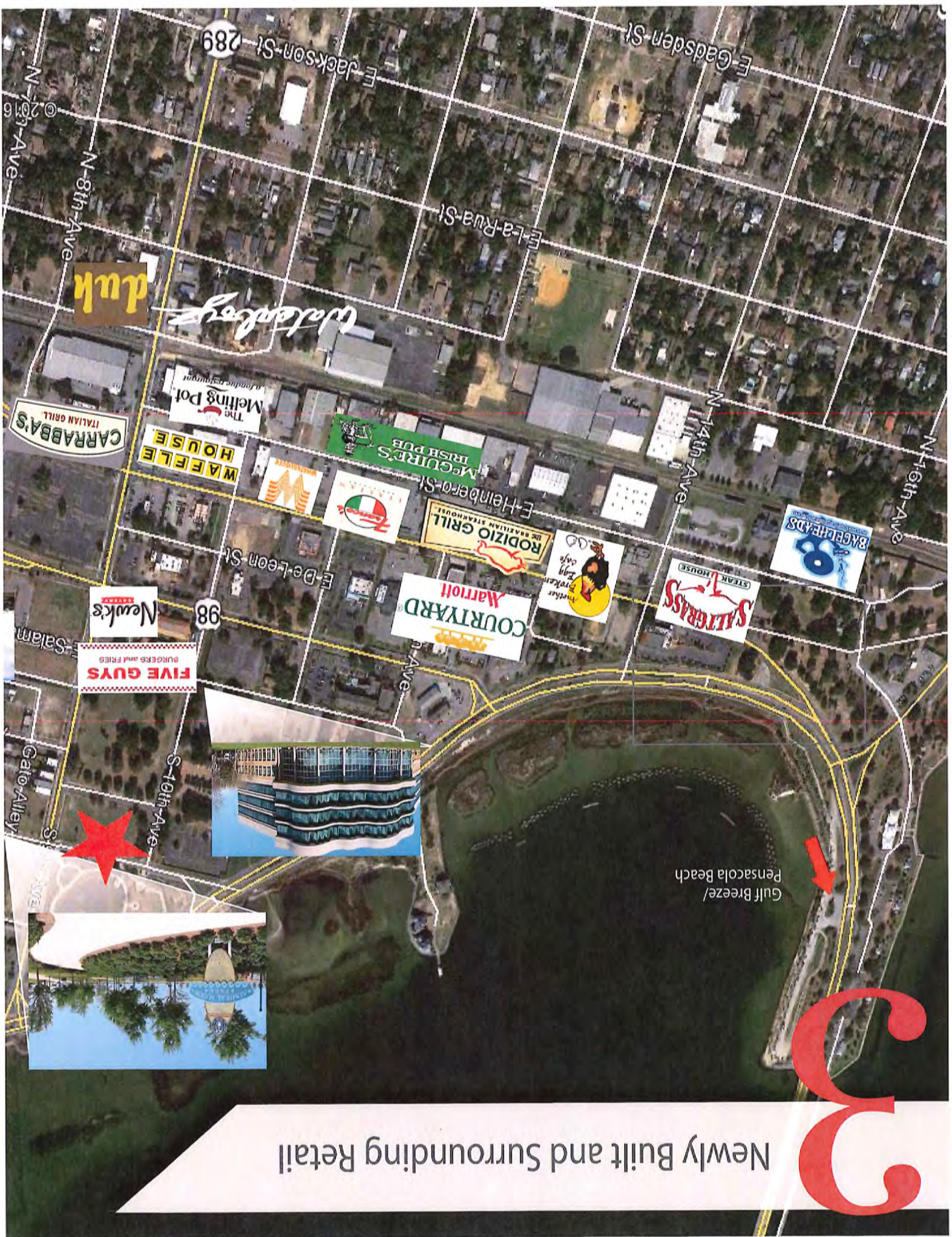
Evaluation Sheet

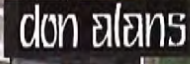
Name of Firm: _____

Reviewer: _____

	Points Available	Points Given
1. Financial Viability	0-30	
a) Nature of private financing interest		
b) Experience and qualifications of development and management team		
c) Revenues to the City and CRA from sale		
d) Revenues to City and CRA in projected Ad Valorem taxes		
e) Demonstrated ability to commence, perform and complete construction activities as scheduled		
2. Anticipated Benefits to Community	0-20	
a) Enhance surrounding land uses/neighborhood characteristics		
b) Promote Downtown Pensacola as vital/creative place to live, work, play		
3. Compatibility of Architectural Quality and Character to Hawkshaw Urban Design Guidelines	0-30	
a) Site development pattern		
b) Use of appropriate and compatible materials and details		
c) Appropriateness of building height/mass		
4. Density/Maximizing number of residential units	0-20	
5. SBE or MBE firm participation	0-5 (bonus)	

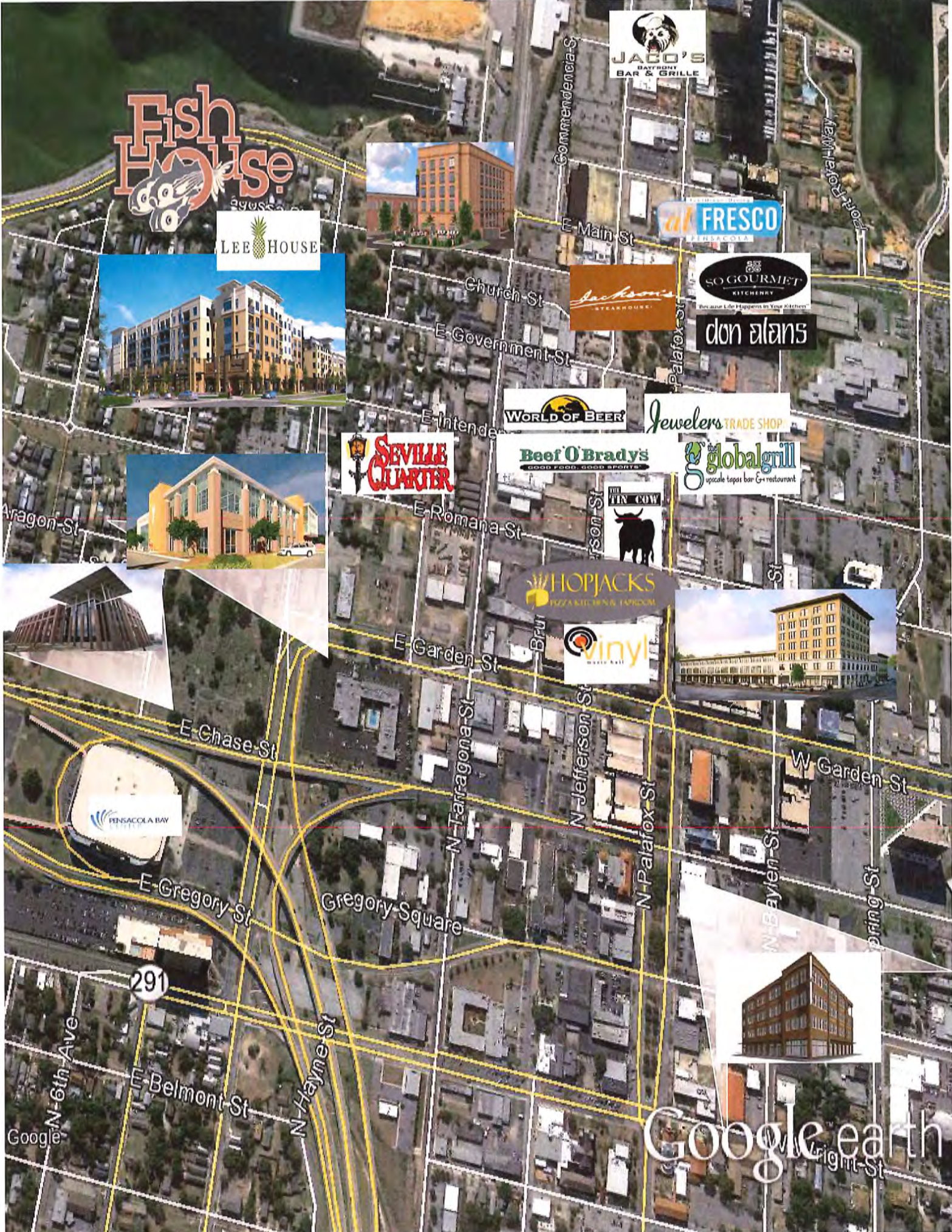
Newly Built and Surrounding Retail





291

Google earth



Listing Offering Team

DeeDee Davis, SIOR, MICP

Broker

Specialties

Office Buildings, Retail Stores, Development Projects

Scope of Service

Sales and Leasing of commercial office, retail, investment, industrial and development properties.

Professional Affiliations and Designations

Society of Industrial and Office Realtors (SIOR)
NAIOP

Chairman, Board of Directors Council on Aging

Member, Past President, The Aragon Group

Chairman, Pensacola Redistricting Commission

Pensacola Association Realtors

National Association of Realtors

Florida Association of Realtors

Master in Commercial Properties



DeeDee Davis, SIOR, MICP

Broker

d: 850 430 1503

ddavis@naihalford.com

Tina Tortomase, MICP

Sales Agent

Specialties

Office/ Retail Specialist

Scope of Service

Sales and Leasing of commercial office and retail properties.

Professional Affiliations

Chamber

Rotarian

NAIOP

Master in Commercial Properties



Tina Tortomase, MICP

Sales Agent/ Property Manager

d: 850 430 1520

ttortomase@naihalford.com

Committed to Northwest Florida. Connected to the World.

Established in 1983, NAI Halford, formerly The Halford Company was founded upon principles which served to set it apart then and continue to contribute in maintaining its preeminent position in Northwest Florida's Commercial Real Estate and Investment sector today.

Why NAI Halford?

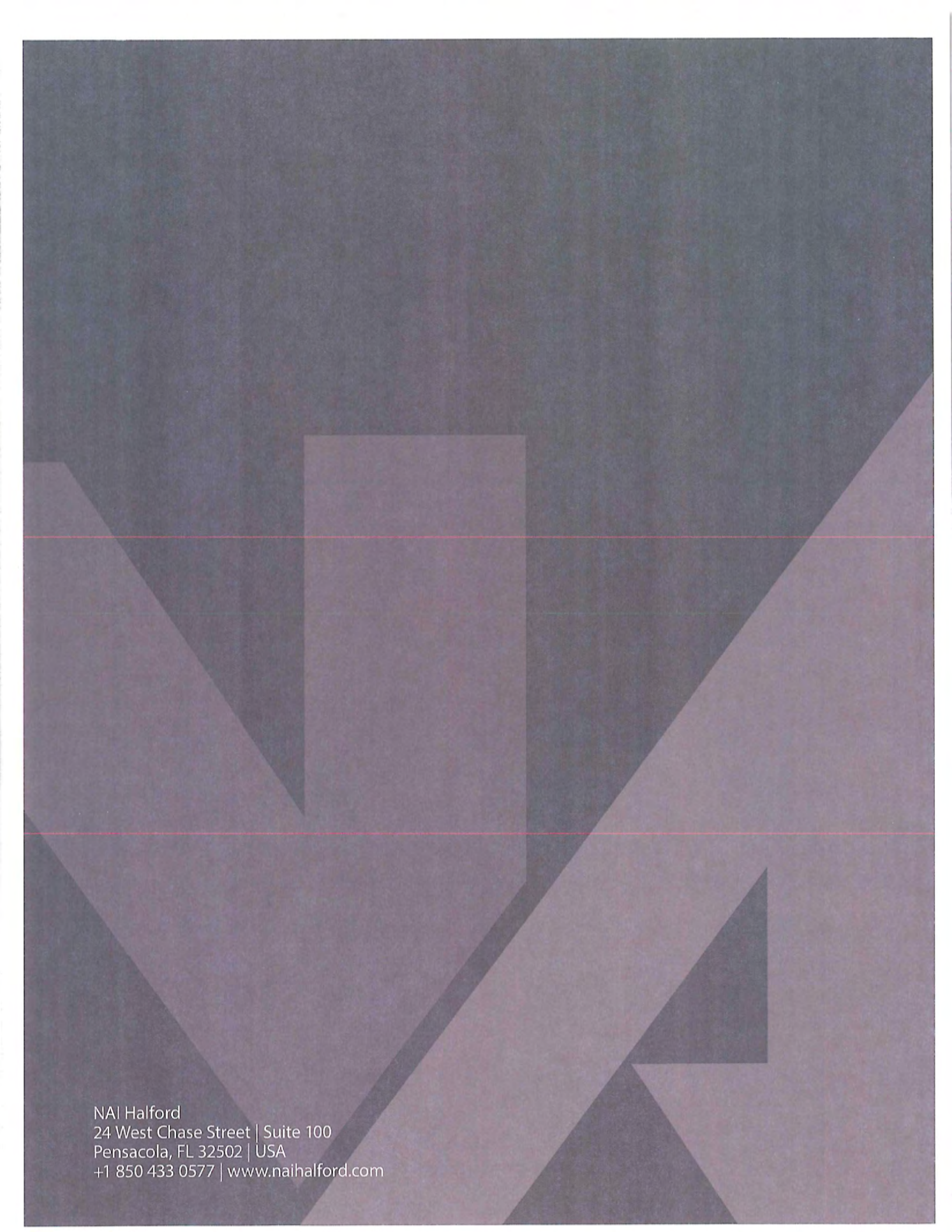
The benefit of a managed network is a marriage of the best in class of the local offices and businesses that are entrepreneurial in spirit and innovative on behalf of our client. Whether developing a large scale project or finding the right office at the right price for a small business, our Realtors are committed to providing quality professional service. From commercial sales to property management, leasing and tenant representation, no other real estate company in this area has the scope of services and the depth of experience offered by NAI Halford.

As the real estate market becomes increasingly more complex, the ability to be versatile gains importance. NAI Halford has developed a well-earned reputation for finding solutions for a variety of business needs. We have focused our growth and expansion on becoming an agency with an established network of specialists that help us to provide a wide assortment of quality services.

Connectivity

NAI Halford is northwest Florida's affiliate of NAI Global, a managed network of commercial real estate offices with 7,000 agents operating 400 offices in 55 countries worldwide. NAI Halford combines the power and expertise of NAI Global with the advantage of strong, long standing relationships in northwest Florida, securing our role as one of the most well respected full-service real estate organizations in the area.

Our clients come to us for our deep local knowledge. They build their businesses on the power of our managed global network.



NAI Halford
24 West Chase Street | Suite 100
Pensacola, FL 32502 | USA
+1 850 433 0577 | www.naihalford.com

EXHIBIT “C”

Buyer's Proposal

HAWKSHAW PROPOSAL

AUGUST 7, 2017



Submitted by: Robert Montgomery (850) 232-7912 robert@montgomeryrealtors.com





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.

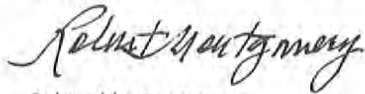
PURCHASE PRICE: The price offered for the site is \$1,600,000. A \$100,000 non-refundable binder would be paid upon signing a contract for purchase. Closing on the land will take place within 90 days of signing contract.

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,

A handwritten signature in black ink that reads "Robert Montgomery". The signature is fluid and cursive, with the first name "Robert" and last name "Montgomery" clearly legible.

Robert Montgomery
Developer



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

Palafax 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

Wholesale Revitalization to Base
Housing, NAS New Orleans, LA

Wholesale Revitalization to 199 Units
NAS New Orleans, LA



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

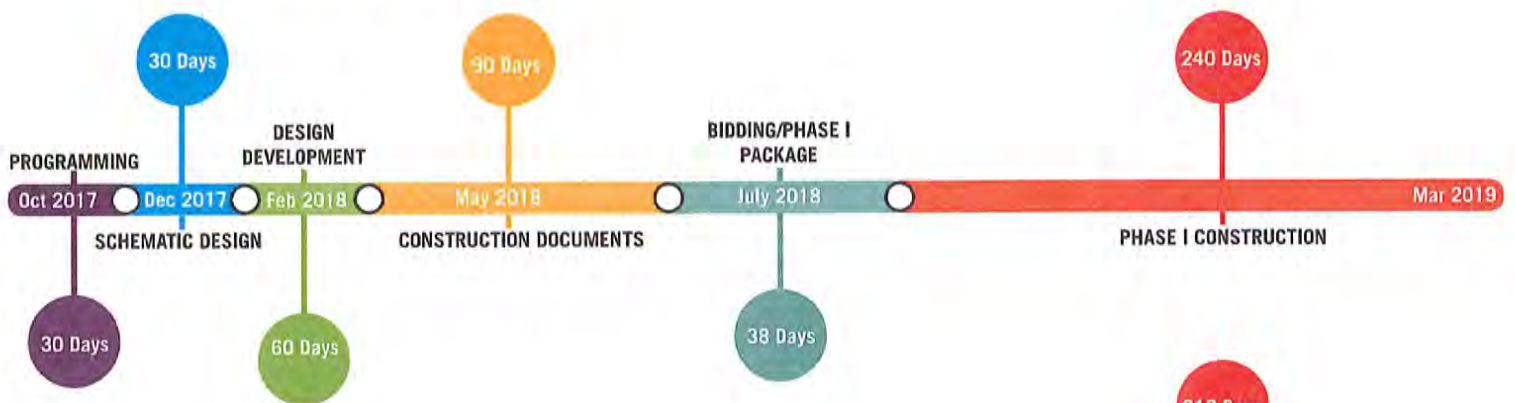


LANDSCAPING CONCEPT





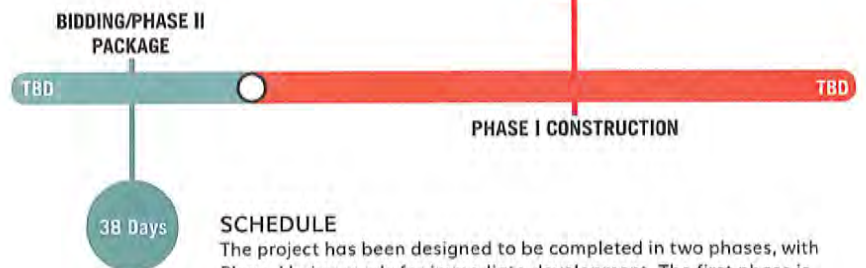
SCHEDULE



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.

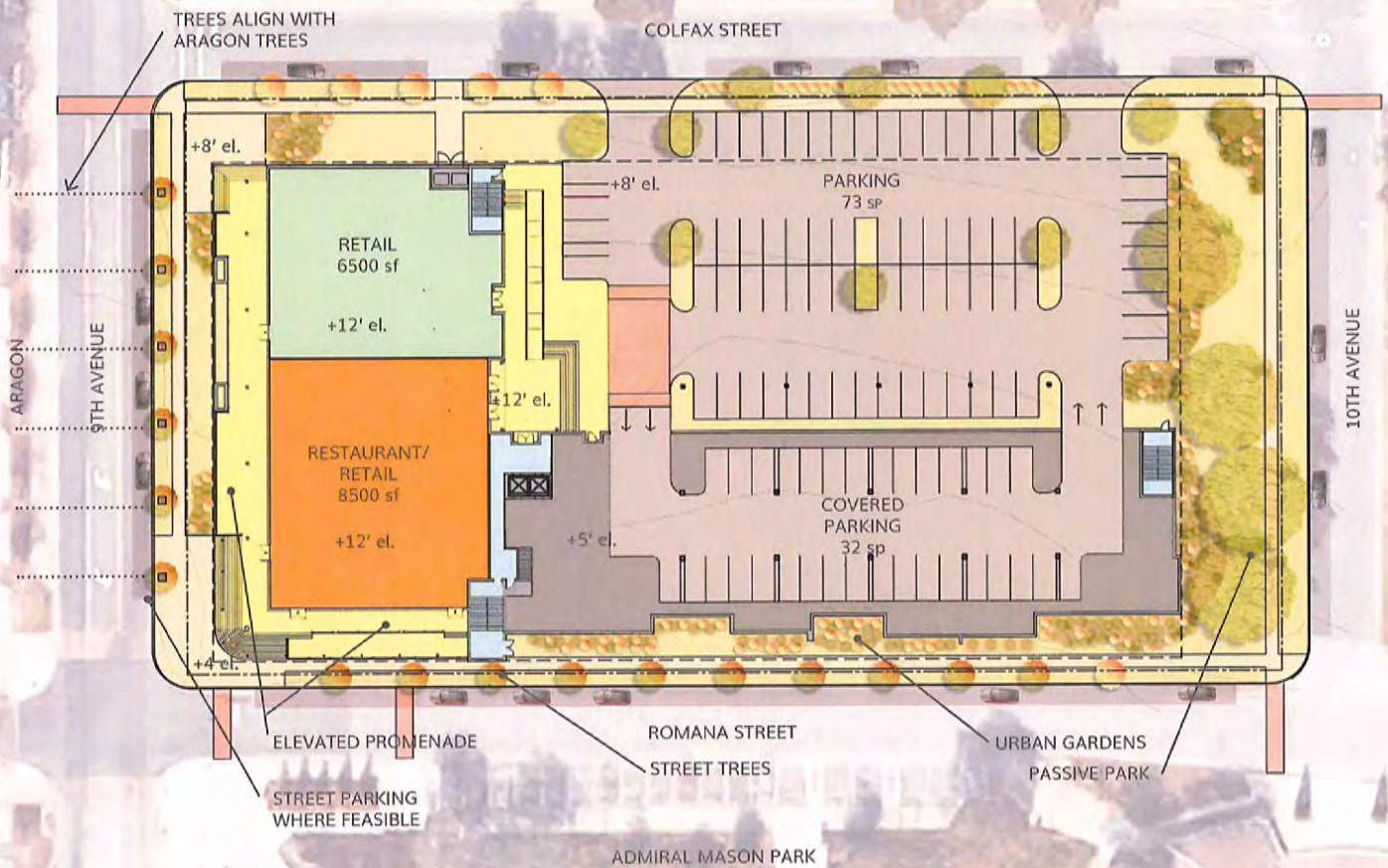
**We do not see any foreseeable variances to applicable regulations that may be requested during the development of the proposed project.



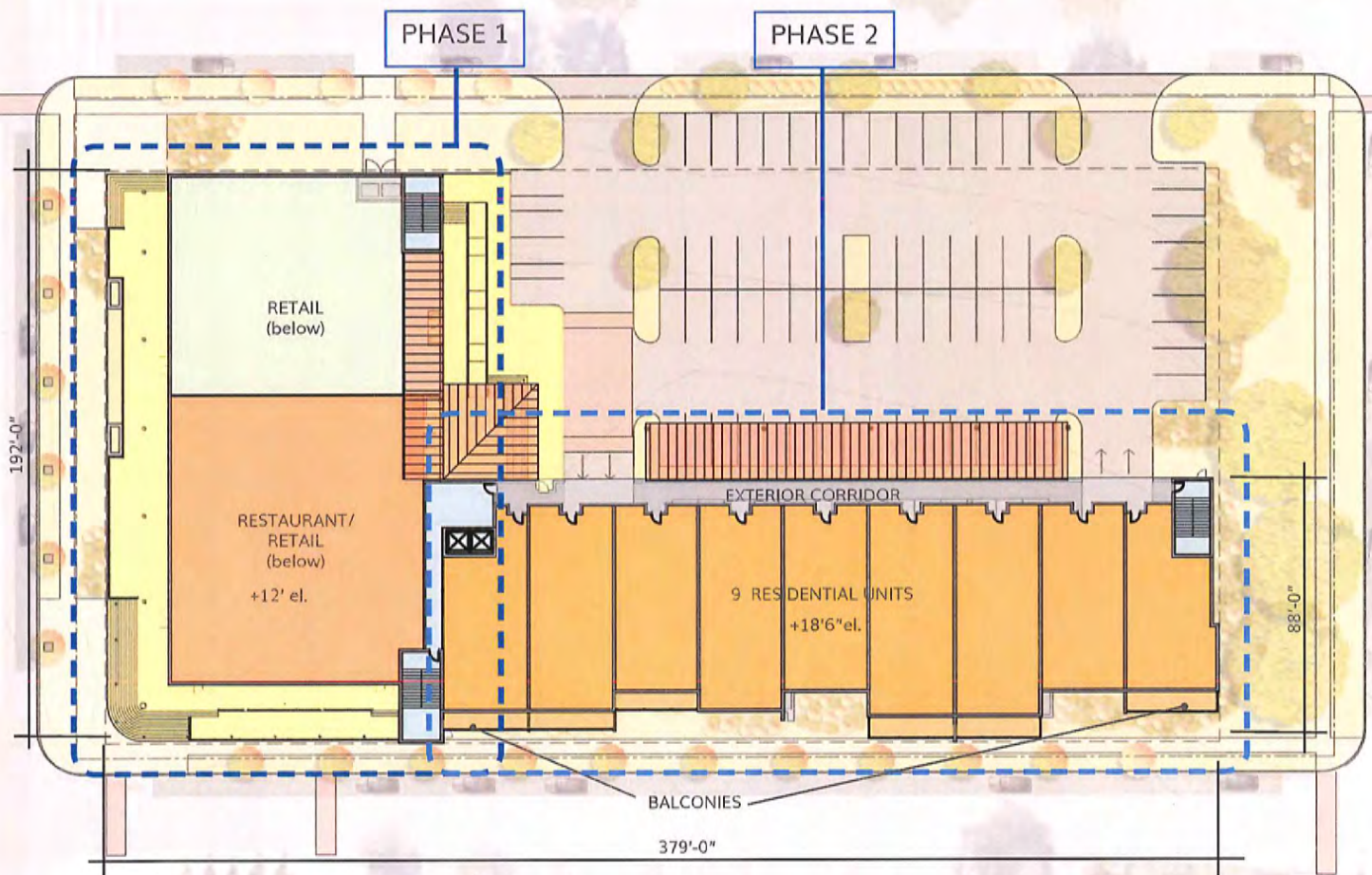
SCHEDULE

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.

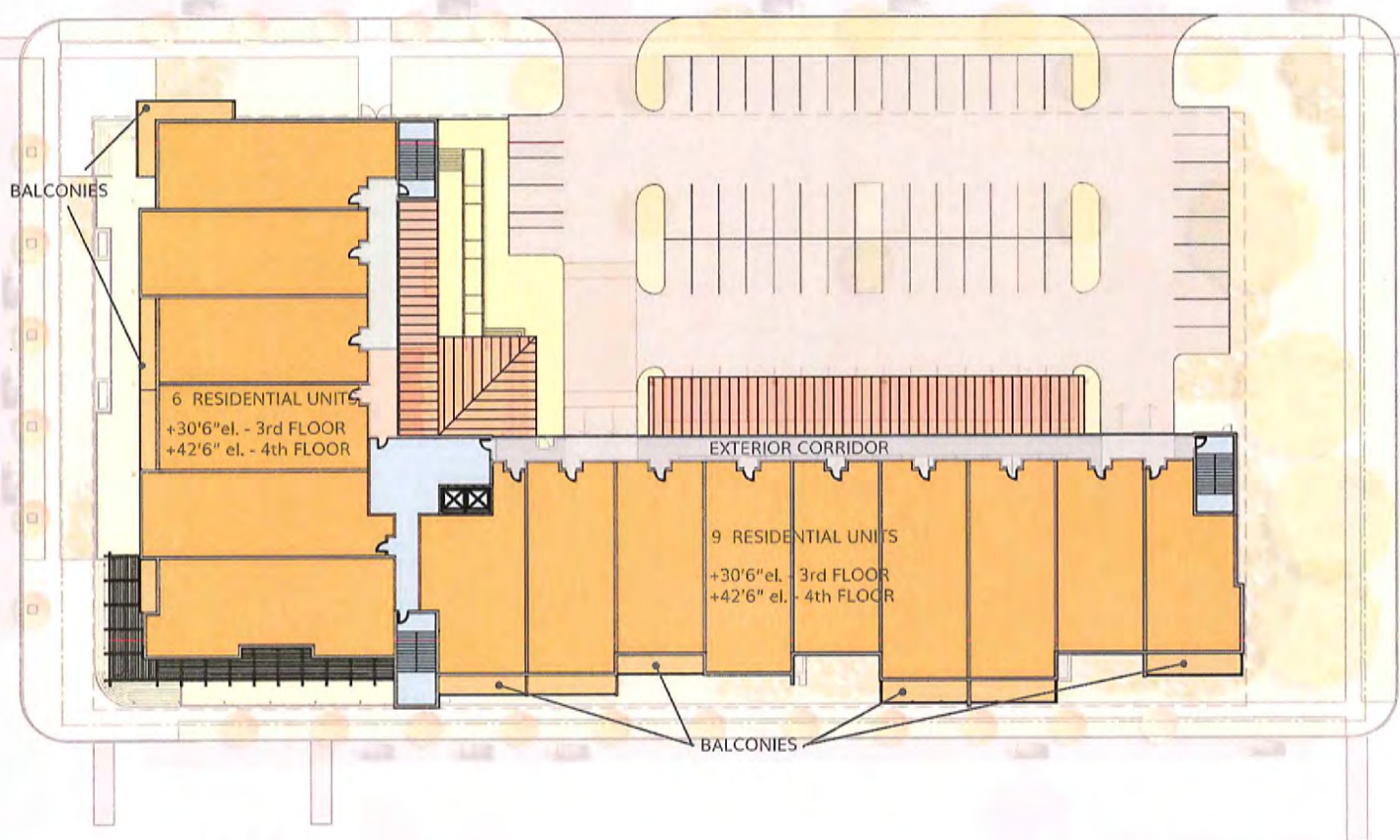
LANDSCAPE / STREET LEVEL PLAN



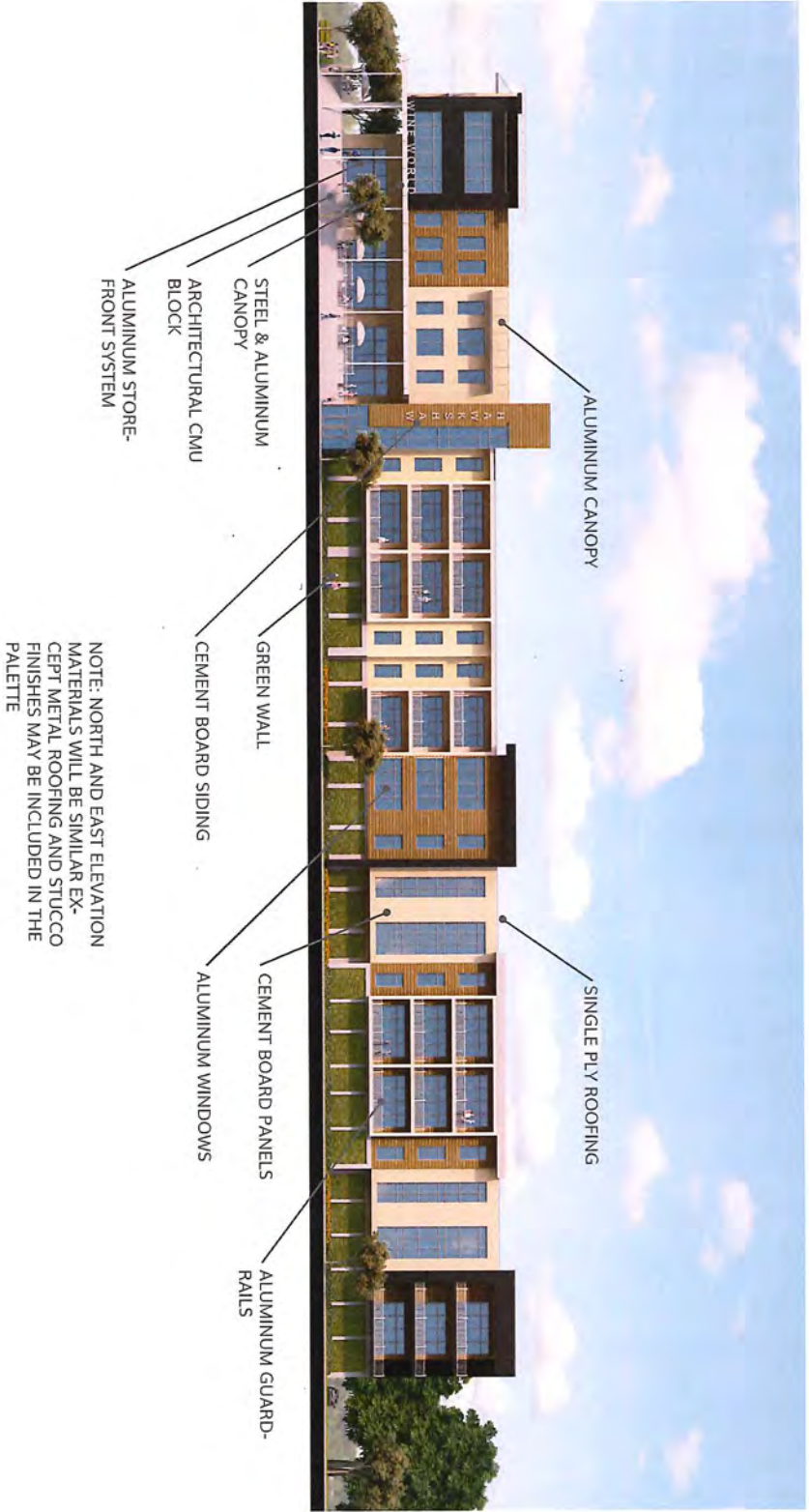
1ST FLOOR PLAN



2ND & 3RD FLOOR PLAN



ROMANA STREET ELEVATION



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



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 proposed 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,

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.

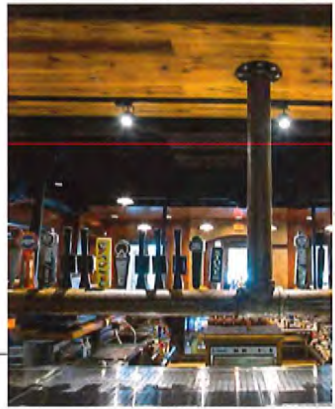
We are very excited about the potential opportunity and hope that you are equally interested in proceeding in a constructive and expeditious dialogue. We look forward to working with you to complete this transaction.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Norris F. McMahon".

Norris F. McMahon
Senior Vice President

(850) 433-5950 office 4850 Bayou Boulevard, Pensacola, Florida 32504





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-78

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

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

RECOMMENDATION:

That City Council adopt Resolution No. 17-78.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Urban Core projects, to be repaid from future Tax Increment Financing (TIF) revenues. Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and has recommended SmartBank as the lender. SmartBank has offered a twenty-two year and five month financing for the CRA's Urban Core Tax Increment Financing District at an initial fixed interest rate of 3.6%. On April 1, 2020, the interest rate will reset based on a predetermined formula as described in Section 7 of the Resolution. Interest will be paid semi-annually on October 1 and April 1 of each year and principal payments will be paid annually on April 1 commencing on April 1, 2018 and maturing on April 1, 2040.

The pledged revenues include Tax Increment Revenues derived from the Urban Core Redevelopment Area, and in the event that these revenues are insufficient, certain Non-Ad Valorem Revenues budgeted and appropriated for such purposes. The City's bond attorney has incorporated within the Resolution an interlocal agreement between the City and the CRA whereby the CRA agrees that in the event that Tax Increment Revenues are insufficient to fully pay the principal and interest on the Series 2017 Bond and the Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (collectively referred to as the Series 2009 Bonds), and the City advances any Non-Ad Valorem Revenues for the payment thereof, the CRA shall repay such advance plus interest to the City once funds become available. Since the Series 2017 Bond pledges the same revenue stream as the Series 2009 Bonds, the Series 2017 Bond will be issued on parity with the Series 2009 Bonds. In accordance with the Series 2009 Bonds Resolution, the City's bond attorney has incorporated within the Resolution the Report and Certificate of the Chief Financial Officer.

Upon approval of the financing by City Council, the Series 2017 Bond proceeds will be available to fund the acquisition of land, construction of certain streetscape projects, sidewalk enhancements, Jefferson Street Road Diet Project and Bay Ferry Project and certain other community redevelopment capital improvements to the Urban Core Community Redevelopment Area included in Urban Core Community Redevelopment Plan.

Based on current projections, Tax Increment Revenues are sufficient to meet debt service requirements for the twenty-two year and five month financing term as well as cover operations as currently structured in the Fiscal Year 2018 Budget. It is also projected that for the next twenty-two years and five months, Tax Increment Revenues will be fully committed and additional projects as identified in the Urban Core Community Redevelopment Plan will need to come from revenue growth or other sources.

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.

In accordance with Section 163.346, Florida Statutes, a notice regarding the proposed issuance of the Urban Core Redevelopment Revenue Bond, Series 2017 has been sent to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. Further, a notice of the public meeting has been published in the Pensacola News Journal of such proposed action in accordance with Florida Statutes.

PRIOR ACTION:

October 8, 2009 - City Council approved Resolution No. 33-09 providing for the issuance of the Redevelopment Revenues Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally

Taxable - Build America Bonds) in the amount of \$45,640,000.

April 10, 2017 - CRA requested that the City pursue financing options for eligible Urban Core projects, to be repaid from future Tax Increment Financing revenues.

FUNDING:

N/A

FINANCIAL IMPACT:

Estimated closing cost of \$70,000, estimated cost for partial funding of the Bay Ferry Project of \$787,037 and estimated Jefferson Street Road Diet Project of \$250,000 will be paid from the \$8,000,000 in bond proceeds resulting in total remaining estimated project funds of \$6,892,963. The twenty-two year and five month bond will have semiannual interest payments on October 1 and April 1 each year commencing on April 1, 2018. Principal payments will be due April 1 each year with the first payment due on April 1, 2018 and final maturity of April 1, 2040. Loan term assumes an initial fixed interest rate of 3.60%. On April 1, 2020, the interest rate will reset based on a predetermined formula as described in Section 7 of the Resolution. The pledged revenues include the Tax Increment Revenues and in the event that these revenues are insufficient, certain Non-Ad Valorem Revenues budgeted and appropriated for such purposes.

CITY ATTORNEY REVIEW: Yes

10/30/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Resolution No. 17-78
- 2) April 10, 2017 CRA action item approving TIF district projects and requesting financing

PRESENTATION: No

RESOLUTION NO. 17-78

OF THE

CITY OF PENSACOLA, FLORIDA

ADOPTED NOVEMBER 9, 2017

RELATING TO:

\$8,000,000

CITY OF PENSACOLA, FLORIDA
URBAN CORE REDEVELOPMENT REVENUE BOND,
SERIES 2017

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EXHIBIT A – FORM OF SERIES 2017 BOND

EXHIBIT B – FORM OF LENDER’S CERTIFICATE

EXHIBIT C – FORM OF DISCLOSURE LETTER

EXHIBIT D – PROPOSAL OF LENDER

EXHIBIT E – FORM OF INTERLOCAL AGREEMENT

EXHIBIT F – REPORT AND CERTIFICATE OF CHIEF FINANCIAL OFFICER

RESOLUTION NO. 17-78

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

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 Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Pensacola, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act"), and pursuant to Section 15.J of Resolution No. 33-09 duly adopted by the Issuer on October 8, 2009, as amended and supplemented (collectively, the "Original Resolution"). This Resolution shall be deemed a supplement to the Original Resolution (as supplemented hereby, the "Resolution").

Section 2. Definitions.

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

"Act" shall have the meaning ascribed thereto in Section 1 of this Resolution.

"Adjusted Interest Rate" shall have the meaning ascribed to it in Schedule 1 of the Series 2017 Bond.

"Agency" means The Community Redevelopment Agency of the City of Pensacola, Florida, created pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, as confirmed and ratified by Resolution No. 65-81 adopted by the City Council on September 22, 1981.

"Authorized Investments" means, with respect to the Series 2017 Bond, and after payment or defeasance of the 2009 Bonds, 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 subsequent nationally recognized bond counsel appointed by to the Issuer.

"Business Day" means any day of the year other than a day on which the Lender or the Issuer are lawfully closed for business.

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

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

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

"Date of Delivery" means November 15, 2017, or such other date which shall be agreed upon by the Issuer and the Lender.

"Default" or "Event of Default" shall mean, with respect to the Series 2017 Bond, an Event of Default as defined and described in Section 16(A) hereof.

"Default Rate" shall mean, with respect to the Series 2017 Bond, a rate of interest per annum equal to the lesser of eighteen percent (18.00%) or the maximum rate allowed by applicable law.

"Determination of Taxability" means an official and final action is taken or announced by the Internal Revenue Service or a court of competent jurisdiction determining or declaring interest on the Series 2017 Bond is or was includable in the gross income of the Registered Owner thereof for federal income tax purposes under the Code as a result of any action or inaction by the Issuer (which determination or declaration is final and non-appealable or is not appealed within the requisite time for appeal), and not due to a change of law.

"Financial Advisor" means RBC Capital Markets, LLC.

"Interest Payment Date" means, with respect to the Series 2017 Bond, each April 1 and October 1, commencing April 1, 2018, and continuing through the Maturity Date.

"Interest Rate Reset Date" means April 1, 2020.

"Interlocal Agreement" means the Interlocal Agreement between the Issuer and the Agency and relating to the Series 2017 Bond, the form of which is approved pursuant to Section 23 hereof.

"Issuer" means the City.

"Lender" means SmartBank Corporation, a Tennessee banking corporation, and its successors and assigns.

"Maturity Date" means April 1, 2040.

"Maximum Annual Non-Ad Valorem Debt Service" shall mean the maximum annual debt service requirement on a consolidated basis of all Non-Ad Valorem Revenue Obligations then outstanding for the then current or any subsequent Fiscal Year.

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

"Non-Ad Valorem Revenue Obligations" shall mean obligations evidencing indebtedness for borrowed money (i) payable from or secured by a pledge of or lien on one or more Non-Ad Valorem Revenues or covenant to budget and appropriate Non-Ad Valorem Revenues, or (ii) payable directly or indirectly from a covenant to budget and appropriate Non-Ad Valorem Revenues, but only if the Issuer reasonably expects to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations and only to the extent that amounts other than Non-Ad Valorem Revenues available and pledged to pay such obligations during the prior Fiscal Year for which audited financial statements are available were less than the maximum annual debt service for such obligations for the then current or any subsequent Fiscal Year. Non-Ad Valorem Revenue Obligations shall not include indebtedness for borrowed

money payable from or secured by a pledge or lien on Non-Ad Valorem Revenues of any enterprise fund of the Issuer.

"Non-Ad Valorem Revenues" shall mean the revenues of the Issuer in the General Fund which are legally available for payment of principal of and interest on the Series 2017 Bond in each year and which are derived by the Issuer from all sources other than ad valorem taxation on real and personal property. By subsequent resolution duly adopted, the Issuer may include in the definition of Non-Ad Valorem Revenues additional revenues from sources other than ad valorem taxation on real and personal property, so long as such revenues are legally available for payment of principal of and interest on the Series 2017 Bond in each year.

"Parity Obligations" shall mean, collectively, the Issuer's outstanding Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable – Build America Bonds – Direct Payments), each dated as of December 21, 2009.

"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, initially, the Chief Financial Officer.

"Payment Date" means any Interest Payment Date or Principal Payment Date.

"Permitted Lenders" 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.

"Principal Payment Date" means, with respect to the Series 2017 Bond, each April 1 commencing April 1, 2018, and continuing through the Maturity Date.

"Project Costs" means a portion of the cost of undertaking the Series 2017 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 Series 2017 Project; costs of issuance with respect to the Series 2017 Bond; the cost of acquiring and constructing the Series 2017 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 Series 2017 Project.

"Project Fund" means the Project Fund established with respect to the Series 2017 Bond pursuant to Section 13(B) hereof.

"Proposal" means the proposal for the purchase of the Series 2017 Bond submitted to the Issuer by the Lender, attached hereto as Exhibit D, and accepted by the Issuer with such changes as agreed to by the Issuer and the Lender.

"Registered Owner" shall have the meaning ascribed thereto in the Original Resolution, and with respect to the Series 2017 Bond, shall mean the Lender.

"Registrar" shall mean, with respect to the Series 2017 Bond, 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" shall have the meaning ascribed thereto in Section 1 hereof.

"Series 2017 Bond" means the City of Pensacola, Florida, Urban Core Redevelopment Revenue Bond, Series 2017, authorized herein, in substantially the form attached hereto as Exhibit A, with such changes, modifications, insertions or deletions as are authorized herein.

"Series 2017 Project" means the acquisition of land, construction of certain streetscape projects, sidewalk enhancements, Jefferson Street Road Diet Project and Bay Ferry Project and certain other community redevelopment capital improvements to the Urban Core Community Redevelopment Area included in Urban Core Community Redevelopment Plan, the costs of which are eligible for payment from Tax Increment Revenues.

"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 Delivery Date.

"Tax Increment Revenues" shall have the meaning ascribed thereto in the Original Resolution and includes the tax increment revenues paid into the Urban Core Community Redevelopment Trust Fund.

"Urban Core Community Redevelopment Area" means the "Redevelopment Area" as defined in the Original Resolution and includes the area designated as a community redevelopment area pursuant to the Act, Resolution No. 54-80 adopted by the City Council on September 25, 1980, as readopted and reaffirmed by Resolution No. 65-81 adopted by the City Council on September 22, 1981, and known generally as the "Urban Core Community Redevelopment Area".

"Urban Core Community Redevelopment Plan" means the Urban Core Community Redevelopment Area Plan approved by the Issuer pursuant to Resolution No. 02-10 adopted by the City Council on January 14, 2010, as the same may be amended from time to time.

"Urban Core Community Redevelopment Trust Fund" means "Redevelopment Trust Fund" as defined in the Original Resolution and includes the Urban Core Community Redevelopment Trust Fund established under Section 163.387, Florida Statutes, and Ordinance 13-84 of the Issuer enacted on March 8, 1984, into which the Tax Increment Revenues are deposited from time to time.

Section 3. Findings.

(A) Pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part II, Chapter 163, Florida Statutes, and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council, subject to all responsibilities and liabilities imposed or incurred, and enumerated certain powers of an Executive Committee therein described and certain powers of the City Council, including the power to issue revenue bonds.

(C) Resolution No. 22-10 adopted by the City Council on August 19, 2010, amended the composition of the Agency pursuant to the City's Charter which became effective on January 10, 2011, such that the Agency be comprised of the members of the City Council seated pursuant to the Charter and that such City Council assume the powers of the Executive Committee therein dissolved. An Interlocal Agreement dated April 12, 2017, between the City and the Agency, provides the Mayor certain executive authority and supervision over the daily operations of the Agency for the current Fiscal Year.

(D) Pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest.

(E) Pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund was established and provided that funds

allocated to and deposited in such fund shall be used for the purpose of financing the implementation of the Urban Core Community Redevelopment Plan. The Urban Core Community Redevelopment Trust Fund is required to be maintained and administered as a separate account of the City for the purposes expressed in such ordinance and Chapter 163, Florida Statutes.

(F) On January 14, 2010, the City Council adopted Resolution No. 02-10 approving a "Urban Core Community Redevelopment Plan 2010" for the Urban Core Community Redevelopment Area.

(G) Pursuant to the Interlocal Agreement, the Agency shall acknowledge the Issuer's issuance of the Series 2017 Bond and confirm, consent to and accept the terms thereof and as set forth herein. The Agency will further pledge the Tax Increment Revenues to the City and covenant to fund, pay, reimburse and repay the Issuer the amounts due under the Series 2017 Bond and hereunder, including payment of the principal of and interest on the Series 2017 Bond from Tax Increment Revenues or from any other funds of the Agency legally available for such purpose.

(H) 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 Series 2017 Project and that the Series 2017 Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act. Issuance of the Series 2017 Bond to finance the Series 2017 Project serves a paramount public purpose.

(I) The Issuer is without currently available funds to pay the cost of the Series 2017 Project, and it is necessary and desirable that the Issuer borrow the moneys necessary to provide for payment of the Series 2017 Project.

(J) The Series 2017 Bond will be payable from the Pledged Revenues on a parity with the Parity Obligations, as and to the extent provided herein and any Additional Parity Obligations hereafter issued in accordance with the Original Resolution. The Pledged Revenues are not currently pledged or encumbered to pay any obligations of the Agency or the Issuer except for payment of the Parity Obligations. It is estimated that the Pledged Revenues will be sufficient to pay the principal of and interest on the Series 2017 Bond herein authorized and to pay the Parity Obligations, as the same become due, and to make all deposits required by the Resolution or otherwise required to be paid from the Pledged Revenues.

(K) Section 15.J. of the Original Resolution provides for the issuance of Additional Parity Obligations under the terms, limitations and conditions provided therein.

(L) The City Council hereby accepts the Report and Certificate of the Chief Financial Officer attached hereto as Exhibit F in satisfaction of the requirements of Section 15.J.(a) and (c) of the Original Resolution with respect to the issuance of the Series 2017 Bond. The Issuer has

complied, or will comply prior to delivery of the Series 2017 Bond, with all the terms, conditions and restrictions contained in the Original Resolution. The Issuer is therefore legally entitled to issue the Series 2017 Bond as an "Additional Parity Obligation".

(M) The Series 2017 Bond herein authorized shall be on a parity and rank equally, as to lien on and source and security for payment from the Pledged Revenues, to the extent described herein and in the Original Resolution, and in all other respects, with the Parity Obligations and any Additional Parity Obligations hereafter issued in compliance with the Original Resolution. The Original Resolution shall remain in effect with respect to the Series 2017 Bond after the Parity Obligations are retired.

(N) The principal of and interest on the Series 2017 Bond and all required Sinking Fund and other payments shall be limited obligations of the Issuer, payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Revenues on a parity with the Parity Obligations and any Additional Parity Obligations hereafter issued, as provided herein and in the Original Resolution, and to the extent Pledged Revenues are insufficient, from certain Non-Ad Valorem Revenues budgeted and appropriated for such purposes, all as further described herein. The Series 2017 Bond shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision or public agency thereof, within the meaning of any constitutional or statutory provisions. Neither the State, nor any political subdivision or public agency thereof, nor the Issuer shall be obligated (1) to levy ad valorem taxes on any property to pay the principal of the Series 2017 Bond, the interest thereon or other costs incidental thereto or to continue or maintain activities or services which generate Non-Ad Valorem Revenues, or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, and to the extent budgeted and appropriated therefor, the Non-Ad Valorem Revenues, all in the manner provided herein and in the Original Resolution.

The Series 2017 Bond shall not constitute a lien upon any property of the Issuer, but shall constitute a lien only on the Pledged Revenues on a parity with the Parity Obligations and any Additional Parity Obligations hereafter issued, all in the manner provided herein and in the Original Resolution.

(O) It is necessary and desirable to provide for the securing of the Series 2017 Bond, the issuance of the Series 2017 Bond and the taking of all other action in connection therewith.

(P) It is necessary and desirable to approve the estimated costs of issuance to be paid by the Issuer in connection with the delivery of the Series 2017 Bond.

(Q) The Financial Advisor, after discussing terms upon which they would purchase the Series 2017 Bond with several potential purchasers, is recommending the Issuer award the Series 2017 Bond in a negotiated sale to the Lender pursuant to the terms in the Proposal.

(R) The Issuer has received an offer from the Lender to purchase the Series 2017 Bond.

Section 4. Authorization of Series 2017 Bond, Authorization of Series 2017 Project.

(A) Subject and pursuant to the provisions hereof and of the Original Resolution, an obligation of the Issuer to be known as the "City of Pensacola, Florida Urban Core Redevelopment Revenue Bond, Series 2017" is hereby authorized to be issued under and secured by the Resolution in the principal amount of \$8,000,000 for the purposes of financing the Series 2017 Project and paying the costs of issuing the Series 2017 Bond. Such Series 2017 Bond shall be issued as an "Additional Parity Obligation" under the Original Resolution. The Series 2017 Bond shall not constitute BABs as defined in the Original Resolution.

(B) The financing and/or reimbursing of the Series 2017 Project is hereby authorized. The City Council and the proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to construct the Series 2017 Project, which are not inconsistent with the terms and provisions of this Resolution.

Section 5. Award of Series 2017 Bond.

Because of the characteristics of the Series 2017 Bond, prevailing and expected market conditions it is in the best interest of the Issuer and shall effectuate the purpose of Chapter 163, Part III, Florida Statutes to accept the offer of the Lender to purchase the Series 2017 Bond at a private negotiated sale. 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 Proposal of the Lender; provided, however, in the event of any inconsistencies as between such Proposal and the Series 2017 Bond and the Resolution, the provisions of the Series 2017 Bond and the Resolution shall control.

Section 6. The Resolution to Constitute Contract.

In consideration of the acceptance of the Series 2017 Bond authorized to be issued hereunder by those who shall be Registered Owners of the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners.

Section 7. Description of the Series 2017 Bond.

The Series 2017 Bond shall be dated the Date of Delivery and shall be subject to the following terms:

(A) **Principal Amount.** The Series 2017 Bond shall be in the principal amount of \$8,000,000.

(B) **Interest Rate.** The interest rate on the Series 2017 Bond shall be a fixed rate, reset as provided herein. From the date of issuance of the Series 2017 Bond to the Interest Rate Reset Date, the interest rate on the Series 2017 Bond shall be equal to 3.60% per annum, subject to adjustment as provided in Schedule 1 of the Series 2017 Bond. From the Interest Rate Reset Date to the Maturity Date, the Series 2017 Bond shall bear interest at a fixed rate established as described below, subject to adjustment as provided in Schedule 1 of the Series 2017 Bond. After a Determination of Taxability, the Interest Rate shall equal the Adjusted Interest Rate and after an Event of Default the Interest Rate shall equal the Default Rate. Interest on the Series 2017 Bond shall be calculated using 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.

Commencing on the Interest Rate Reset Date, the interest rate on the Series 2017 Bond shall be an interest rate equal to the 20 Year Treasury Constant Maturity Rate as announced by the Board of Governors of the Federal Reserve System in effect as of the Interest Rate Reset Date, plus 1.10%. The Lender shall, within five (5) Business Days of a request from the Issuer, provide the Issuer with a written statement explaining the calculation of the interest rate. The Chief Financial Officer shall review such calculation and resolve any discrepancy with the Lender. In the event it is not feasible to determine the interest rate on the Series 2017 Bond pursuant to the formula described above, the rate shall be determined pursuant to a reasonably comparable formula approved by the Chief Financial Officer and the Lender, upon receipt of an Opinion of Bond Counsel to the effect that use of such formula to determine the interest rate of the Series 2017 Bond will not cause such interest to be included with gross income of the registered owner of the Series 2017 Bond for federal income tax purposes.

Anything provided herein or in the Series 2017 Bond to the contrary notwithstanding in no event shall interest be payable on the Series 2017 Bond at a rate in excess of the maximum rate permitted by applicable law.

(C) **Principal and Interest Payment Dates.** Principal on the Series 2017 Bond shall be paid annually on each Principal Payment Date, in amounts specified in Schedule 2 attached to the Series 2017 Bond, and shall mature on the Maturity Date. Interest on the Series 2017 Bond shall be paid semi-annually on each Interest Payment Date.

(D) **Prepayment of the Series 2017 Bond.** The Issuer may prepay the Series 2017 Bond in whole on any date and in part on any Principal Payment Date on or after April 1, 2023 or in whole on April 1, 2020, upon at least 10 days' prior written notice to the Registered Owner at a price of par plus accrued interest to the date of prepayment, including without limitation interest accrued after the Accrual Date at the Adjusted Interest Rate and the Additional Amount (as such terms are defined in Schedule 1 of the Series 2017 Bond). Unless otherwise agreed to by the Registered Owner of the Series 2017 Bond, all prepayments of the principal of the Series 2017

Bond shall be increments of \$1,000 and shall be applied to the prepayment of principal installments in inverse order of the Principal Payment Dates specified in Schedule 2 attached to the Series 2017 Bond.

(E) 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 Resolution. The Mayor is hereby authorized to approve the final principal amortization schedule attached as Schedule 2 to the Series 2017 Bond as shall comply with the terms of the Original Resolution and shall be accepted by the Lender; provided that the aggregate principal amount of the Series 2017 Bond shall not exceed \$8,000,000.

(F) Original Denomination. The Series 2017 Bond shall originally be issued in a single denomination in an amount equal to the original principal amount authorized hereunder.

Section 8. Execution and Delivery of Series 2017 Bond.

Notwithstanding the provisions of Section 8 of the Original Resolution and pursuant to Section 4.01(1) of its Charter, the Issuer hereby authorizes the Mayor to execute the Series 2017 Bond, such execution to be attested under seal by the City Clerk, approved as to content 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 Series 2017 Bond to the Lender, and to take such other actions as shall be necessary to consummate the loan. In case any one or more of the officers who shall have signed or sealed the Series 2017 Bond or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2017 Bond so signed and sealed has been actually sold and delivered, such Series 2017 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2017 Bond had not ceased to hold such office. The Series 2017 Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2017 Bond shall hold the proper office of the Issuer, although, at the date of such Series 2017 Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2017 Bond shall be actually sold and delivered

Section 9. Registration and Exchange of the Series 2017 Bond.

The Series 2017 Bond shall be in fully registered form. 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 and (ii) is not permitted in the event the remaining principal amount outstanding of the Series 2017 Bond is less than \$100,000. 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 transferee a new fully registered Series 2017 Bond of the same amount, maturity and interest rate as the Series 2017 Bond surrendered.

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 Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The Issuer 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 Issuer 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 registered 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 Resolution, 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 10. Application of Provisions of the Original Resolution.

(A) The Series 2017 Bond shall for all purposes be considered upon issuance to be an "Additional Parity Obligation" and a "Bond" issued under the authority of the Original Resolution, and shall be entitled to all the protection and security provided therein for the Parity

Obligations with respect to the Pledged Revenues, and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations with respect to the Pledged Revenues; provided that, anything provided in the Resolution to the contrary notwithstanding, the Series 2017 Bond shall not share in any subaccount of the Reserve Account hereafter established for any Additional Parity Obligations hereafter issued unless the resolution authorizing the same expressly provides otherwise.

The covenants and pledges contained in the Original Resolution are hereby incorporated by reference herein and shall be applicable to the Series 2017 Bond in like manner as applicable to the Parity Obligations, except to the extent the same are applicable in accordance with the terms of the Original Resolution solely to the Parity Obligations and except as specifically set forth therein and herein. The principal of and interest on the Series 2017 Bond shall be payable from the applicable funds and accounts established pursuant to the Original Resolution, all as provided herein and in the Original Resolution, on a parity with the Parity Obligations and any Additional Parity Obligations hereafter issued. The Pledged Revenues shall be deposited in the Revenue Fund as provided in the Original Resolution and applied to the payment of the Series 2017 Bond, on a parity with the Parity Obligations and any Additional Parity Obligations hereafter issued.

The Series 2017 Bond shall not be entitled to payment from any moneys in the Reserve Account or any subaccount of the Reserve Account hereafter established and no deposit to any subaccount of the Reserve Account is being made with respect to the Series 2017 Bond. Whenever the moneys in the Sinking Fund are insufficient for payment of all amounts due thereunder, any amounts therein shall be applied ratably to all of the Bonds outstanding, including the Series 2017 Bond; provided, however, moneys in any subaccount of the Reserve Account hereafter established shall be applied solely to pay the Bond Service Requirement in respect to such Additional Parity Obligations then outstanding entitled to payment from such subaccount, which shall not include the Series 2017 Bond.

(B) Upon the issuance of the Series 2017 Bond, the Issuer shall, in each month thereafter, increase the amounts of the deposits from Pledged Revenues in the Revenue Fund on a parity with the other payments to the Sinking Fund pursuant to Section 15.C. of the Original Resolution to provide for the payment of the principal (including Amortization Installments) and interest required in respect of the Series 2017 Bond.

(C) The gross amount required to pay principal of or interest and Amortization Installments on the Series 2017 Bond on any payment date shall be deposited in trust for such purposes with the Paying Agent in immediately available funds on such payment date. In accordance with the Original Resolution, 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 Bonds, then the failure to deposit the Pledged Revenues into the Revenue Fund and Sinking Fund in the amounts required hereunder and under the Original Resolution shall not be deemed a default thereunder or hereunder so long as the full amount of such deposits necessary

to make all such payments with respect to the Bonds are deposited in such funds on or prior to the date such payments are due.

Section 11. Additional Covenants.

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 the Resolution, the Issuer covenants with the Registered Owner of the Series 2017 Bond as follows:

(A) Disposition of Pledged Revenues. To the extent permitted by the Original Resolution and applicable law, those portions of the Tax Increment Revenues paid by Escambia County, Florida and the Downtown Improvement Board shall be deposited to the credit of the Sinking Fund and used to pay the Bond Service Requirement on the Series 2017 Bond prior to that portion of the Tax Increment Revenues paid by the City. To the extent Tax Increment Revenues and other amounts therein are insufficient to make such payments, the Issuer shall deposit prior to each Payment Date, Non-Ad Valorem Revenues budgeted and appropriated therefor as provided in Section 12 hereof sufficient to cause the amount on deposit in the Principal Account and Interest Account, respectively, to be sufficient to pay the principal of and interest on the Series 2017 Bond becoming due and payable on such Payment Date.

Pursuant to Section 15.C.(6) of the Original Resolution, Tax Increment Revenues in excess of the amounts necessary to make the deposits required hereby and by the Original Resolution may be used by the Agency and the Issuer for any lawful purpose of the Urban Core Community Redevelopment Trust Fund and of the Issuer, respectively.

(B) Tax Covenant. 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 Resolution.

(C) Financial Statements. At no cost to the Lender, the Issuer shall provide to the Lender its audited year-end financial statements no later than 210 days after the end of the each Fiscal Year prepared in accordance with generally accepted accounting principles.

(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, adopted annual budget for each Fiscal Year upon request of the Lender. The Issuer will provide the Lender such other financial or public information as the Lender may reasonably request.

(E) Additional Debt. The Issuer covenants and agrees that it will not issue debt obligations which are secured by or payable from Non-Ad Valorem Revenues unless its Non-Ad Valorem Revenues for the most recent two (2) Fiscal Years for which audited financial statements are available (average of actual receipts over the prior two (2) years) plus reasonably projected receipts of any new source of Non-Ad Valorem Revenues that has been levied to the extent not fully reflected in such audited financial statements less Non-Ad Valorem Revenues arising from and accounted for in any enterprise fund of the Issuer (except those funds which have been transferred from any retained earnings of such enterprise fund to the Issuer's general fund for general fund expenditure) shall equal at least two (2.0) times the combined Maximum Annual Non-Ad Valorem Debt Service on all Non-Ad Valorem Revenue Obligations, including Non-Ad Valorem Revenue Obligations proposed to be issued.

Debt service on any Non-Ad Valorem Revenue Obligations shall be computed in accordance with the requirements of the documents under which such portion of the Non-Ad Valorem Revenue Obligations were issued or incurred; provided, however, that for purposes of this Section 12.E., interest on any Non-Ad Valorem Revenue 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 20 Bond Index published by *The Bond Buyer*, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer. The maximum annual debt service on Non-Ad Valorem Revenue Obligations, whether bearing interest at a fixed or variable interest rate, constituting Balloon Indebtedness, shall be determined assuming such Non-Ad Valorem Revenue 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 Non-Ad Valorem Revenue Obligations, 25% or more of the original principal of which matures during any one Fiscal Year.

(F) 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 Tax Increment Revenues.

(G) 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 enforce the collection and receipt of the Tax Increment Revenues. The Issuer shall exercise all legally available remedies to enforce such collection and receipt now or hereafter available under law.

(H) Expenditure of Proceeds. Proceeds of the Series 2017 Bond shall be expended only for costs which are eligible for payment from Tax Increment Revenues.

Section 12. Covenant to Budget and Appropriate.

To the extent that receipts of the Pledged Revenues are insufficient in any Fiscal Year to pay the Bond Service Requirement on the Series 2017 Bond, the Issuer covenants to budget and appropriate sufficient Non-Ad Valorem Revenues to cure such deficiency. Nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Issuer, and neither the Lender nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the purpose of making up such deficiency or maintain or continue any program or services which generate Non-Ad Valorem Revenues. The obligations hereunder do not constitute a general obligation indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Lender nor any other person shall have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. Except to the extent expressly set forth herein, this Resolution and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to budget and appropriate said Non-Ad Valorem Revenues or any revenues or taxes of the Issuer for other legally permissible purposes. Notwithstanding any provisions of this Resolution or the Series 2017 Bond to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Issuer other than Pledged Revenues, but shall be payable solely as provided in this Section and are subject in all respects to the provisions of Section 166.241, Florida Statutes, and are subject, further, to the funding of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer.

The amount of Non-Ad Valorem Revenues available to be budgeted and appropriated to make the Bond Service Requirements with respect to the Series 2017 Bond hereunder are subject to the satisfaction of funding requirements for obligations secured by an express pledge of or lien on Non-Ad Valorem Revenues and funding of essential governmental services of the Issuer; however, such obligation to pay the Bond Service Requirements of the Series 2017 Bond is cumulative and would carry over from Fiscal Year to Fiscal Year.

Section 13. Application of Proceeds of Series 2017 Bond.

Simultaneously with the delivery of the Series 2017 Bond to the Lender, proceeds of the Series 2017 Bond shall be applied as follows:

(A) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2017 Bond.

(B) Proceeds of the Series 2017 Bond remaining after payment of costs of issuance shall be deposited into a separate account of the Issuer hereby created and established to be known as the "City of Pensacola, Florida, Urban Core Redevelopment Revenue Bond, Series 2017 Project Fund" (the "Project Fund") and shall be used by the Issuer 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 Series 2017 Project has been completed, at which time such income, together with any balance remaining in the Project Fund, shall be deposited to the credit of the Sinking Fund and 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.

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 14. Amendment.

This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Series 2017 Bond, except with the written consent of the Registered Owner.

Section 15. Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2017 Bond is intended or shall be construed to give to any person other than the Issuer and the Registered Owner any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions, and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Registered Owner.

Section 16. Events of Default; Notice and Remedies.

(A) Events of Default. The following shall be "Events of Default" hereunder, 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:

(1) Failure by the Issuer to make any payment of principal of or interest on the Series 2017 Bond within five (5) days of the date due.

(2) Failure by the Issuer to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under the Original Resolution

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 Registered Owner, unless the Registered Owner shall agree in writing to an extension of such time prior to its expiration;

(3) The making of any warranty, representation or other statement by the Issuer or by an officer or agent of the Issuer herein or in any instrument furnished in compliance with or in reference to the Resolution which is false or misleading in any material adverse respect;

(4) The filing of a petition against the Issuer or the Agency 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 ninety (90) days of such filing;

(5) The filing by the Issuer or the Agency 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 or the Agency to the filing of any petition against it under such law; or

(6) The admission by the Issuer or the Agency 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 or Agency'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.

Upon an Event of Default specified in paragraphs (1) through (6) above, the Interest Rate shall immediately and automatically become the Default Rate.

In accordance with Section 15.G. of the Original Resolution, the Registered Owner of the Series 2017 Bond may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State, or granted and contained in the Original Resolution, and may enforce and compel the performance of all duties required in the Original Resolution or by any applicable statutes to be performed by the Issuer or any officer thereof.

(B) Notice of Defaults. The Issuer shall within five (5) Business Days after it acquires knowledge thereof, notify the Registered Owner of the Series 2017 Bond in writing (a) upon the happening, occurrence, or existence of any Event of Default that the Registered Owner is not otherwise aware of, or (b) 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.

(C) Remedies. For all Events of Default, 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 the United States of America, or granted and contained herein, and to enforce and compel the performance of all duties required by the Resolution 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 Resolution or the Issuer's rights under the Interlocal Agreement to the full extent permitted or authorized by the laws of the State or the United States of America. The Issuer hereby agrees to reimburse the Registered Owner for all reasonable legal and collection costs incurred by the Registered Owner in connection with the exercise of any remedies hereunder. The Registered Owner may exercise any remedies under the Resolution without any consent of any other holder, owner or creditor of any Bonds issued under the Resolution.

The right to accelerate and to declare immediately due and payable all or any portion of the principal of the Series 2017 Bond upon the occurrence of an Event of Default ("Right of Acceleration") shall not be a remedy hereunder; unless, however, any Additional Parity Obligation issued in accordance with the terms hereof or the Original Resolution includes a Right of Acceleration. The Issuer shall provide notice thereof to the Registered Owner within ten (10) days of the delivery of such Additional Parity Obligation, together with a copy of any loan document, security agreement, or other agreement evidencing such Additional Parity Obligation. Upon the execution and delivery of an Additional Parity Obligation that includes the Right of Acceleration as a remedy, the Right of Acceleration shall be a remedy hereunder from and after the effective date of such Additional Parity Obligation for so long as such obligation is outstanding, regardless of whether the Issuer fails to provide such notice.

The Issuer and the Registered Owner each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Series 2017 Bond or arising out of, under or in conjunction with the Series 2017 Bond or the Resolution.

Section 17. Severability.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2017 Bond issued hereunder.

Section 18. Business Days.

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 herein, 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 herein, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

Section 19. Applicable Provisions of Law.

This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 20. Rules of Interpretation.

Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 21. Captions.

The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 22. 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 hereon, against any present or former member, officer or employee of the City Council or the City or any person executing the Series 2017 Bond.

Section 23. Approval of Interlocal Agreement.

The form of Interlocal Agreement between the Issuer and the Agency and relating to the Series 2017 Bond, attached hereto as Exhibit E, is hereby approved. The Interlocal Agreement with such non-material omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor, the City Administrator, City Attorney, the Clerk or the Chief Financial Officer prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the execution thereof by the Mayor. The Issuer hereby authorizes the Mayor to execute the Interlocal Agreement, such execution to be attested under seal by the City Clerk,

approved as to content by the Chief Financial Officer and designated as legal in form and valid as drawn by the City Attorney.

Section 24. Authorizations.

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 issuance, execution and delivery of the Series 2017 Bond and the execution and delivery of the Interlocal Agreement and are authorized and empowered, collectively or individually, to take all actions 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 Series 2017 Bond and the Interlocal Agreement and which are not inconsistent with the terms and provisions hereof and other actions relating to the Series 2017 Bond and the Interlocal Agreement heretofore taken by the Issuer.

Section 25. Repealer.

This Resolution supersedes all prior actions of City Council inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict; provided, however, that nothing herein shall effect any vested rights of the Holder or holders of the Parity Obligations.

Section 26. Amendments to Original Resolution.

(a) The second paragraph of Section 15.C. of the Original Resolution is hereby amended in its entirety to read as follows:

All Pledged Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of on or before the fifteenth (15th) day of each month commencing in the month immediately following the delivery of the Bonds, first to deposit to the Rebate Fund established under Section 15(K) of this Resolution an amount estimated to be sufficient to timely provide for the Rebate Deposit, if any, required thereunder, and then only in the following manner and in the following order of priority; provided, however, that to the extent permitted by applicable law, that portion of the Tax Increment Revenues paid by Escambia County, Florida and the Downtown Improvement Board shall be applied to make the deposits required hereby prior to that portion of the Tax Increment Revenues paid by the City:

(b) Effective upon the payment, or redemption or defeasance pursuant to Section 17 of the Original Resolution of all of the 2009 Bonds, subsection 15.J.(b) of the Original Resolution is hereby amended in its entirety to read as follows:

(b) There shall have been filed with the City Council of the Issuer a certificate of the City's Chief Financial Officer (i) setting forth the amount of Tax Increment Revenues for the Fiscal Year immediately preceding the date of sale of the proposed Additional Parity Obligations or, if determined or determinable based upon the adopted final budgets of the applicable taxing authorities, for the Fiscal Year in which such Additional Parity Obligations are sold, and (ii) stating that the Tax Increment Revenues described in (i) above equal at least 1.25 times the Maximum Bond Service Requirement on all Bonds then outstanding and on the proposed Additional Parity Obligations with respect to which such certificate is made.

By acceptance of the Series 2017 Bond, the Lender, as the initial registered owner of the Series 2017 Bond, shall be deemed to have irrevocably consented in writing to the amendment to the Original Resolution provided in this Section.

[Remainder of page intentionally left blank]

Section 27. 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: November 9, 2017

[SEAL]

Approved: _____
Brian Spencer, Council President

ATTEST:

Ericka L. Burnett, City Clerk

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 RESOLUTION.**

No. R-1

\$8,000,000

**CITY OF PENSACOLA, FLORIDA
URBAN CORE REDEVELOPMENT REVENUE BOND,
SERIES 2017**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>
3.60%	April 1, 2040	November 15, 2017
Subject to reset and adjustment as herein described		

REGISTERED OWNER: SMARTBANK CORPORATION

PRINCIPAL AMOUNT: EIGHT MILLION DOLLARS

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 2 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, subject to reset as herein described and adjustment as set forth in Schedule 1 attached hereto, 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.

From the Date of Issue to the Initial Interest Rate Reset Date (as defined in the herein defined Resolution), the Interest Rate shall be as described above, subject to adjustment as provided in Schedule 1 hereof. From the Initial Interest Rate Reset Date to the Maturity Date

hereof, the Interest Rate shall be established as described in the Resolution, subject to adjustment as provided in Schedule 1 hereof.

The Issuer may prepay this Bond in whole on any date or in part on any Principal Payment Date on or after April 1, 2023, or in whole on April 1, 2020 upon at least 10 days' prior written notice to the Registered Owner at a price of par plus accrued interest to the date of prepayment, including without limitation interest accrued after the Accrual Date at the Adjusted Interest Rate and the Additional Amount (as such terms are defined in Schedule 1 attached hereto). Unless otherwise agreed to by the Registered Owner hereof, all prepayments of the principal of this Bond shall be increments of \$1,000 and shall be applied to the prepayment of principal in inverse order of the Principal Payment Dates indicated in Schedule 2 attached hereto.

This Bond is being issued in the principal amount \$8,000,000 to finance the costs of the Series 2017 Project of the Issuer under the authority of and in full compliance with the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and Resolution No. 33-09 ("Resolution No. 33-09"), duly adopted by the City Council of the Issuer on October 8, 2009, as amended and supplemented, and as particularly supplemented by Resolution No. 17-78 ("Resolution No. 17-78"), duly adopted by the City Council of the Issuer on November 9, 2017 (collectively, the "Resolution"), to which reference should be made to ascertain those terms and conditions. The terms and provisions of 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 Issue in accordance with the Resolution.

This Bond is payable from and secured solely by the Pledged Revenues consisting primarily of the Tax Increment Revenues and, to the extent Tax Increment Revenues are insufficient to pay the Bond Service Requirements of this Bond under the Resolution, from certain Non-Ad Valorem Revenues budgeted and appropriated to cure such deficiencies, all in the manner provided in, and subject to the terms and conditions of, the Resolution. The lien upon and pledge of the Pledged Revenues securing this Bond is on a parity with the Issuer's outstanding Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable – Build America Bonds – Direct Payment) (collectively, the "Parity Obligations") and any Additional Parity Obligations hereafter issued, all in the manner provided in the Resolution. Anything provided in the Resolution to the contrary notwithstanding, this Bond shall not be entitled to payment from moneys in the Reserve Account and no deposit to the Reserve Account is being made with respect to this Bond.

The principal of and interest on this Bond and all required Sinking Fund and other payments shall be limited obligations of the Issuer, payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Revenues on a parity with the Parity Obligations and any Additional Parity Obligations hereafter issued in accordance with the Resolution, as provided the Resolution, and to the extent Pledged Revenues are insufficient, from certain Non-Ad Valorem Revenues budgeted and appropriated for such purposes, all as further described in

the Resolution. This Bond shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision or public agency thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision or public agency thereof, nor the Issuer shall be obligated (1) to levy ad valorem taxes on any property to pay the principal hereof, the interest hereon, or other costs incidental hereto or to continue or maintain activities or services which generate Non-Ad Valorem Revenues, or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, and to the extent budgeted and appropriated therefor, the Non-Ad Valorem Revenues, all in the manner provided in the Resolution. Reference is made to the Resolution 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 Resolution, and to enforce and compel the performance of all duties required by the Resolution 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 Resolution to the full extent permitted or authorized by the laws of the State of Florida or the United States of America.

The Issuer waives its right to trial by jury in the event of any proceedings in state or federal courts to enforce the terms of this Bond or of the Resolution, and the Registered Owner, by its acceptance of this Bond, waives its right to trial by jury in any such proceedings.

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

This Bond is subject to all the terms of the Resolution and Schedule 1 attached hereto.

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 and (ii) is not permitted in the event the remaining principal amount outstanding thereof is less than \$100,000.

By acceptance hereof, the Registered Owner hereof is deemed to have irrevocably consented in writing to the amendment to Resolution No. 33-09 provided in Section 26 of Resolution No. 17-78.

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.

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 substance by the Chief Financial Officer, and designated legal in form and valid as drawn by the City Attorney, as of the Dated Date set forth above.

CITY OF PENSACOLA, FLORIDA

[SEAL]

By: _____
Ashton J. Hayward, III, Mayor

ATTEST:

By: _____
Ericka L. Burnett City Clerk

Approved as to Substance:

By: _____
Richard Barker, Jr.
Chief Financial Officer

Legal in Form and Valid as Drawn:

By: _____
Lysia H. Bowling
City Attorney

CERTIFICATE OF AUTHENTICATION OF REGISTRAR

This Bond constitutes the Urban Core Redevelopment 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 1 TO SERIES 2017 BOND

ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

The Interest Rate on the Series 2017 Bond shall be subject to adjustment as provided herein and in the Resolution. The Registered Owner shall provide to the Issuer such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the following Interest Rate adjustment provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

Upon the occurrence of a Determination of Taxability, the interest rate on the Series 2017 Bond shall be adjusted to the Adjusted Interest Rate as of the Accrual Date (as such terms are defined below); and (i) the Issuer shall, on the next Interest Payment Date (or if the Series 2017 Bond shall have matured, within thirty (30) days after demand by the Registered Owner of the Series 2017 Bond), pay to the Registered Owner of the Series 2017 Bond an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on the Series 2017 Bond at the Adjusted Interest Rate from the Accrual Date to such next Interest Payment Date (or the Maturity Date), and (B) the actual interest paid by the Issuer on the Series 2017 Bond from the Accrual Date to such next Interest Payment Date (or the Maturity Date), and (2) any interest and penalties required to be paid as a result of any additional federal income taxes imposed upon such Registered Owner arising as a result of such Determination of Taxability (collectively, the "Additional Amount"); and (ii) from and after such next Interest Payment Date, the Series 2017 Bond shall continue to bear interest at the Adjusted Interest Rate for the period such Determination of Taxability continues to be applicable with respect to the Series 2017 Bond. This adjustment shall survive payment of the Series 2017 Bond until such time as the federal statute of limitations under which the interest on the Series 2017 Bond could be declared taxable under the Code shall have expired.

"Accrual Date" means the date from which the interest payable on the Series 2017 Bond shall be includable for federal income tax purposes in the gross income of the Registered Owner thereof as a result of a Determination of Taxability.

"Adjusted Interest Rate" means initially an interest rate equal to 4.87% per annum. The Adjusted Interest Rate shall be established on the Interest Rate Reset Date.

Notwithstanding anything in the foregoing to the contrary, upon the occurrence and during the continuation of an Event of Default, the Interest Rate shall be established at a rate at all times equal to the Default Rate.

Notwithstanding any provision in the Resolution or the Series 2017 Bond to the contrary, in no event shall the Interest Rate exceed the maximum interest rate permitted by applicable law.

SCHEDULE 2 TO SERIES 2017 BOND

BOND SERVICE REQUIREMENTS FOR THE SERIES 2017 BOND

Principal Payment Date (April 1)	Amortization Installment
2018	\$ 125,000
2019	125,000
2020	125,000
2021	125,000
2022	125,000
2023	125,000
2024	125,000
2025	125,000
2026	125,000
2027	125,000
2028	393,000
2029	411,000
2030	430,000
2031	449,000
2032	469,000
2033	490,000
2034	512,000
2035	535,000
2036	560,000
2037	585,000
2038	611,000
2039	638,000
2040*	667,000
Total	\$8,000,000

*Maturity Date

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

We certify that the following are true and correct in relation to the loan by Smart Bank (the "Lender") of \$8,000,000 evidenced by the Urban Core Redevelopment Revenue Bond, Series 2017 (the "Bond") dated November 15, 2017, and issued by the City of Pensacola, Florida (the "Issuer") pursuant to Resolution No. 33-09 duly adopted by the Issuer on October 8, 2009, as amended and supplemented, and as particularly supplemented by Resolution No. 17-78, duly adopted by the Issuer on November 9, 2017 (the "Resolution"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto by the Resolution.

1. The Lender is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act") or a "qualified institutional buyer" (as defined under Rule 144A of the 1933 Act).

2. The Lender is a corporation that is engaged as a regular part of its business in making loans.

3. The Lender has made its own inquiry and analysis with respect to the Issuer, the 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 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.

SMARTBANK CORPORATION

By: _____
Name: Ric Nickelsen
Title: 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 \$8,000,000 Urban Core Redevelopment Revenue Bond, Series 2017 ("Series 2017 Bond"). 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):

\$[_____]

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 Series 2017 Project as defined in Resolution No. 17-78 adopted by the Issuer on November 9, 2017 (the "2017 Resolution") and reimburse the Issuer for any Project Costs, as defined in the 2017 Resolution. Unless earlier prepaid, the Series 2017 Bond is expected to be repaid by April 1, 2040. At an initial fixed interest rate of 3.60%, total interest paid over the life of the Series 2017 Bond is projected to equal \$_____ and issuance of the Series 2017 Bond will result in a projected maximum of approximately \$_____ of Pledged 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:

SmartBank Corporation
201 North Palafox Street
Pensacola, Florida 32502

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this ____ day of November, 2017.

SMARTBANK CORPORATION

By: _____

Name: Ric Nickelsen

Title: Vice President

EXHIBIT D

PROPOSAL OF LENDER

[Follows]



October 27, 2017

Honorable Mayor and City Council
City of Pensacola, Florida

Re: City of Pensacola, Florida Urban Core District Community Redevelopment Note,
Series 2017

Please accept this letter as a commitment of SmartBank or the "Bank" to purchase the
above captioned Bonds upon the terms and conditions outlined below:

Issuer: City of Pensacola, Florida.

Amount: Not to exceed \$8,000,000 (Eight Million Dollars)

Purpose of Issue: The Note proceeds will be used to finance various improvements
within the Urban Core community redevelopment area (collectively the "Project").

Authority for Issue: Provisions of the Florida Constitution, the Charter of the City of
Pensacola, Florida, as amended; Chapter 166, Part II of the Florida Statutes, Chapter 163, Florida
Statutes, and any other valid constitutional and statutory authority.

Dated Date of Note: Date of Delivery.

Form of Certificates: The Note will be issued as a single typewritten or printed
certificate, in fully registered form.

Interest Rate & Term:

Final Maturity *

Annual Interest Rate**

Maturing April 1, 2040 – fully amortized***

3.60%

* The Bank would fully fund the loan on the day we close the loan.

** The quoted fixed interest rate is contingent upon the Issuer accepting our proposal by no later
than 15 days from the date of this letter. If the Issuer accepts our proposal by the stipulated

October 27, 2017

time, we will hold the above referenced fixed interest rate firm, provided that the Note is closed (fully funded) no later than November 30, 2017. Should the Note not be funded by November 30, 2017, a higher rate could apply, which would be based upon market conditions at the time the loan is actually closed. In addition, the rate shall be subject to adjustment on April 1, 2020, based on the 20 Year Treasury Constant Maturity Rate Plus 1.10%.

***Our pricing is based on the loan being amortized over a 22.5 year term utilizing approximately level debt. The loan would have a "final maturity" of no later than April 1, 2040.

Interest and Principal Payments: Interest would be calculated on a 30 over 360 day basis. Interest and principal would be payable semi-annually. The interest payments would be due on April 1 and October 1 of each year commencing April 1, 2018 and principal payments due on each April 1, commencing April 1, 2018; see the attached "sample" amortization schedule. Although the dates and amounts could change, in all cases the final maturity date would need to occur no later than April 1, 2040.

Prepayment Provisions: The principal may be prepaid in whole on any date on and after April 1, 2023 with 10 days advance written notice to the Bank without prepayment penalty. Principal may be prepaid in part on any principal payment date on and after April 1, 2023 with 10 days advance written notice to the Bank without prepayment penalty, provided that the Issuer pays all accrued interest which shall have accrued to the date of prepayment and provided further that any principal prepayments shall be in multiples of one-thousands (\$1,000.00). In addition, the Issuer shall have an ability to prepay the loan on whole on April 1, 2020 at a price of par plus accrued interest to such date. Prepayments in part shall be deemed to apply to those principal installments with the latest maturities of the Bonds in inverse order.

Credit Approval: Already approved.

Security: The Bonds would be secured by a pledge of the tax increment revenues generated within the Issuer's Urban Core Community Redevelopment Area, on a parity with the Issuer's Series 2009 Bonds, and by a covenant to budget and appropriate legally available non-ad valorem revenues of the Issuer on a basis similar to that applicable to the Series 2009 Bonds.

Additional Debt: The Issuer would be permitted to issue additional debt on parity with the Note and the Series 2009 Bonds provided that the tax increment revenues are equal to not less than 1.25 times the maximum annual debt service for the existing and proposed debt.

Documentation: All documentation would need to be acceptable to the Bank and "Bank Counsel". The Bank and Bank Counsel would need to review and approve all documentation prior to adoption and/or acceptance by the Issuer's City Council. The loan documentation would include standard terms, conditions, and covenants which are customary for this type of financing.

October 27, 2017

We understand that Bond Counsel will be Bryant Miller Olive, P.A. Bond Counsel would draft the loan documents and issue the customary legal and tax opinions. The Issuer's Local Counsel would also issue an opinion letter as to the due authorization and validity of the authorizing documents and the Note. Based on this, the role of "Bank Counsel" would be that of a "review function" only. We have outlined the cost of Bank Counsel in the paragraph captioned "Closing costs, fees and expenses" presented below.

Additional Terms and Conditions:

* All legal and tax opinions would be addressed to the Bank and be in a form and substance acceptable to the Bank. The Issuer's legal counsel would opine as to the authority, legality, validity and enforceability of any pertinent ordinances, the Authorizing Resolution, the Note, and such other proceedings of the City Commission and CRA Board as the Bank and Bank Counsel may deem necessary.

* The Issuer would covenant to use the proceeds of the Bonds only for those projects which are eligible to receive the tax increment revenue distributions.

* No Impairment: the pledge of the tax increment revenues will not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the CRA or the City.

* The Issuer would be required to do all things necessary (including taking legal action should it be necessary) to enforce the receipt of the tax increment revenues.

* The Issuer would warrant in the loan documents that the tax increment revenues are not currently pledged to any other obligations or debts, other than the Issuer's Series 2009 Bonds.

* Prior to funding the Note the Issuer would furnish to us a final "Sources and Uses" of funds statement, based on the final numbers.

* Prior to closing the Note the Issuer would provide to the Bank a certificate to the effect that (i) the financial statements were prepared in accordance with GAAP and fairly present the financial condition of the Issuer and the CRA, respectively, as of their date, and (ii) since the date of the information presented in the 2016 audit (latest audit available at this time) there has been no material adverse change in the financial condition of the City and the CRA, respectively, or the pledged sources of repayment.

* We would require that the interest rate on the loan be "grossed up" and applied retroactively to the date of any event of taxability should it be determined by the Internal Revenue Service that the tax status of the Note has changed due to the actions or inaction of the Issuer. Such "gross up" would not exceed any statutory limit imposed by the State of Florida and would be equal to the tax equivalent yield as originally contemplated by the Bank.

October 27, 2017

* Provision would be made for a "default interest rate" equal to 18% or any statutory interest rate limitation imposed by the State of Florida, whichever is less.

* The loan documentation would define standard events of default as are customary for this type of transaction and would provide reasonable remedies to the Bank in the event of default under the loan documents, but would exclude the right of acceleration unless other loans secured by the same revenue sources are granted such rights.

* The Issuer, immediately upon receiving knowledge of an event of default, would provide written notice to the Bank in the event of default.

* The Issuer would reimburse the Bank (or its agent e.g., receiver, trustee, etc.) for all reasonable legal and collection costs to exercise its remedies or collect its payments for the loan in the event of default.

* The Bank's remedies could be exercised independently of all other series of debt obligations of the Issuer and would require no other noteholders', bondholders' or creditors' approvals to exercise such remedies in the event of default.

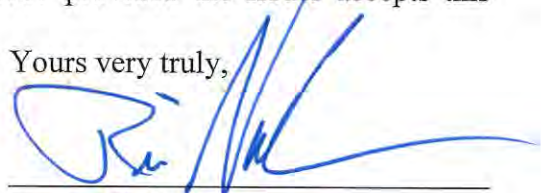
* The Issuer would provide to the Bank (at no cost) the following information: a copy of its audited financial statement annually (automatically within 210 days after fiscal year end or whenever it becomes available, whichever occurs first), annual operating budgets (if requested by the Bank), and such other financial information as the Bank may reasonably request.

Closing costs, fees and expenses: The Bank would charge no fees and assess no closing costs for its own benefit. However, we would require the Issuer to reimburse the Bank for "Bank Counsel" expenses. Bank Counsel's fee will not exceed \$6,000 if its role is limited to a "review" function only. All other legal expense i.e., Bond Counsel and the Issuer's Local Counsel would be paid directly by the Issuer. See the "Documentation" paragraph above for more detail.

Delivery: As soon as possible after all approvals, but in any event the loan would be closed no later than November 30, 2017 in order for us to hold firm the quoted fixed rate of interest.

This proposal shall remain valid November 30, 2017 provided the Issuer accepts this proposal within 15 days from the date of this letter.

Yours very truly,



Name: Ric Nickelsen

Title: Vice President, SmartBank

October 27, 2017

Accepted and Approved:

The City of Pensacola Community Redevelopment Agency and the City of Pensacola, Florida have accepted this Financing Proposal from SmartBank and hereby selects SmartBank to finance the above referenced Project.

Approved and accepted: As of this ____ day of November, 2017.

EXHIBIT E

FORM OF INTERLOCAL AGREEMENT

[Follows]

INTERLOCAL AGREEMENT

between

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

INTERLOCAL AGREEMENT URBAN CORE REDEVELOPMENT REVENUE BONDS

This INTERLOCAL AGREEMENT made and entered into this ____ day of November, 2017 (herein, the "Agreement"), by and between THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA, a public body corporate and politic of the State of Florida (the "Agency"), and the CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida (the "City");

W I T N E S S E T H:

WHEREAS, on September 25, 1980, the City Council of the City (the "City Council") adopted Resolution No. 55-80 which created the Community Redevelopment Agency of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes; and

WHEREAS, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

WHEREAS, pursuant to Sections 163.2520 and 163.387, Florida Statutes, on March 8, 1984, the City Council enacted Ordinance No. 13-84, creating and establishing the Urban Core Community Redevelopment Trust Fund; and

WHEREAS, pursuant to Resolution No. 15-84, on March 17, 1984, the City Council approved the Community Redevelopment Plan for the Urban Core Community Redevelopment Area, dated March 1984 (the "1984 Plan") and the Community Redevelopment Project described therein, which 1984 Plan was modified and amended pursuant to Resolution No. 19-89 adopted by the City Council on April 6, 1989, and subsequently repealed and replaced with the "Urban

Core Community Redevelopment Plan 2010" pursuant to Resolution No. 02-10 adopted by the City Council on January 14, 2010; and

WHEREAS, the Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City; and

WHEREAS, the City and the Agency have determined to redevelop and revitalize the Urban Core Community Redevelopment Area as a visibly attractive, economically viable, and socially desirable area of the City; and

WHEREAS, pursuant to Resolution No. 33-09 adopted by the City Council of the City on October 8, 2009 (the "Original Bond Resolution"), the City previously issued its City of Pensacola, Florida Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable-Build America Bonds – Direct Payment) in the original aggregate principal amount of \$45,640,000 (collectively, the "2009 Bonds") to finance the 2009 Project (as defined in the Original Bond Resolution) in the Urban Core Community Redevelopment Area; and

WHEREAS, pursuant to Section 15.M. of the Original Bond Resolution, the City provided a covenant to budget and appropriate Non-Ad Valorem Revenues (as defined in the Original Bond Resolution) sufficient after application of other Pledged Revenues and Federal Direct Payments (as such terms are defined in the Original Bond Resolution) to pay debt service on the 2009 Bonds in order to provide additional credit support for the 2009 Bonds; and

WHEREAS, at the request of the Agency, the City is issuing its City of Pensacola, Florida Urban Core Redevelopment Revenue Bond, Series 2017 (the "2017 Bond") in the original aggregate principal amount of \$8,000,000, pursuant to the Original Bond Resolution, as supplemented by Resolution No. 17-78 adopted by the City Council of the City on November 9, 2017 (the "2017 Resolution" and, together with the Original Bond Resolution, the "Bond Resolution") to finance the 2017 Project (as defined in the 2017 Resolution) in the Urban Core Community Redevelopment Area; and

WHEREAS, pursuant to Section 12 of the 2017 Resolution, the City has covenanted to budget and appropriate Non-Ad Valorem Revenues to the extent Pledged Revenues are all insufficient in any Fiscal Year to pay debt service on the 2017 Bond in an amount sufficient to cure such deficiency in order to provide additional credit support for the 2017 Bonds; and

WHEREAS, in accordance with the intent and purpose of Section 163.01, Florida Statutes, the parties have elected to enter into this Agreement to jointly and collectively provide for the acceptance by the Agency of the issuance of the 2017 Bond by the City and to document and evidence the intent and obligation of the Agency to repay the City any payment by the City from Non-Ad Valorem Revenues for debt service on the 2009 Bonds pursuant to Section 15.M.

of the Original Bond Resolution or on the 2017 Bond pursuant to Section 12 of the 2017 Resolution, as provided herein; and

WHEREAS, the City Council and the Agency have determined that this Agreement and the 2017 Project and expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Urban Core Community Redevelopment Area consistent with the Urban Core Community Redevelopment Plan.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the sufficiency of which is hereby acknowledged by the City and the Agency agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to and under the authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the "Act"), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, and other applicable law, as amended and supplemented.

Section 2. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

Section 3. Definitions. Unless the context otherwise requires, all terms used herein shall have the meanings assigned to such terms in the Bond Resolution.

Section 4. 2017 Bond Accepted; Obligation to Repay City.

(A) The City's issuance of the 2017 Bond is hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Bond Resolution.

(B) The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due under the 2017 Bond and the Bond Resolution, including payment of the principal of and interest on the 2017 Bond. The Agency hereby pledges the Tax Increment Revenues to the City and shall pay the amounts due hereunder from Tax Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Pledged Revenues and Federal Direct Payments are insufficient to fully pay the principal of and interest on the 2009 Bonds or the Tax Increment Revenues are insufficient to fully pay the principal of and interest on the 2017 Bond all in accordance with the Bond Resolution, and the City has budgeted, appropriated and used any Non-Ad Valorem Revenues for the payment thereof in accordance with the terms of Section 15.M. of the Original Bond Resolution with respect to the 2009 Bonds or Section 12 of the 2017 Resolution with respect to the 2017 Bond (an "Advance"), the Agency shall repay such Advance and pay interest on such Advance at the "WSJ Prime Rate" published by *The Wall Street Journal* or such other prime rate as published by such other

publication as the City's Chief Financial Officer may reasonably designate in substantially equal annual installments commencing in the Fiscal Year following the date of such Advance with the final installment due April 1, 2040. In the event Tax Increment Revenues are not sufficient in any year to pay an installment then due, such installment shall be treated as an additional Advance and amortized as provided above. The obligations of the Agency described in this Section 4.(B) are cumulative and shall continue until amounts due hereunder and under the Bond Resolution are fully paid. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency's obligation hereunder to make payments sufficient to pay the 2009 Bonds, the 2017 Bond and any Additional Parity Obligations issued in accordance with the Bond Resolution. Anything provided herein or in the Bond Resolution to the contrary notwithstanding, and to the extent permitted by applicable law, that portion of the Tax Increment Revenues paid by Escambia County, Florida and the Downtown Improvement Board shall be applied to make payments required hereunder prior to that portion of the Tax Increment Revenues paid by the City.

Section 5. Term. This Agreement shall become effective upon execution by the Parties and continue in full force and effect until the obligations hereunder approved by this Agreement, including principal and accumulated interest, has been fully repaid.

Section 6. Amendments. This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section 7. Assignment. No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

Section 8. Severability. The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

Section 9. Controlling Law; Venue. Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

Section 10. Members Not Liable.

(A) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(B) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in his or her individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

Section 11. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

Section 12. Notices.

(A) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the CRA:	The Community Redevelopment Agency of the City of Pensacola, Florida 222 W. Main St. Pensacola, Florida 32502 Attention: Administrator
-------------	--

To the City:	City of Pensacola 222 W. Main St. Pensacola, Florida 32502 Attention: Mayor
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(B) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Article.

Section 13. Execution of Agreement. This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in this Article, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

Section 14. Limited Obligation. Neither the full faith and credit of the City, the Agency or of the State of Florida or any political subdivision thereof is pledged to meet the funding obligations hereunder, and no party shall ever have the right to compel any exercise of any ad valorem taxing power of the City, the Agency or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce any payment or funding of money provided for hereunder. This Agreement shall not constitute a lien upon any property of the City or the Agency except in the manner and to the express extent described herein.

Section 15. City and Agency Not Liable. Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

Section 16. Filing with County Clerk of the Court. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County, Florida, as provided by Section 163.01(11), Florida Statutes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, FLORIDA

Attest:

Jewel Cannada-Wynn, Chairwoman

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

Ashton J. Hayward, III, Mayor

Legal in Form and Valid as Drawn:

Attest:

Lysia Bowling, City Attorney

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Content:

Richard Barker, Jr.
Chief Financial Officer

M. Helen Gibson
Community Redevelopment Agency
Administrator

[Signature Page to Interlocal Agreement]

EXHIBIT F

REPORT AND CERTIFICATE OF CHIEF FINANCIAL OFFICER

EXHIBIT F

REPORT AND CERTIFICATE OF CHIEF FINANCIAL OFFICER

On October 8, 2009, City Council approved resolution No. 33-09 providing for the issuance of the Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable - Build America Bonds - Direct Payments). Resolution No. 33-09 allows for the issuance of additional parity obligations provided the Chief Financial Officer [Director of Finance] of the City of Pensacola provides certain assurances as outlined in Section 15.J.(a) and 15.J.(c), collectively referred to as the Report and Certificate of the Chief Financial Officer.

The Chief Financial Officer hereby reports that the Urban Core Redevelopment Revenue Bond, Series 2017 estimated capital costs of projects proposed to be financed total \$7,930,000 and include the acquisition of land, construction of certain streetscape projects and sidewalk enhancements totaling \$6,892,963, the estimated cost for partial funding of the Bay Ferry Project of \$787,037 and the estimated Jefferson Street Road Diet Project of \$250,000. These projects are expected to be completed within thirty-six (36) months of the bond closing date. The Bond Service Requirements estimated as of this date are set forth in Schedule 1 attached hereto. Projected annual expenses of the operation and maintenance of the projects are not expected to exceed seventy-five thousand (\$75,000) per year. There are no projected annual costs for renewals, replacements or additions related to the projects nor is there expected to be any annual revenues derived from facilities proposed to be constructed.

The Chief Financial Officer hereby certifies that the annual budgeted revenues for fiscal year 2018 will be sufficient to pay all fiscal year 2018 expenses to be incurred in the operation of the Urban Core Community Redevelopment Area, the Bond Service Requirement (calculated in accordance with Section 4 of the definition of "Bond Service Requirement" defined in Resolution No. 33-09) on the Redevelopment Revenue Bonds, Series 2009B (Federally Taxable - Build America Bonds - Direct Payments) and the Bond Service Requirement on the Urban Core Redevelopment Revenue Bond, Series 2017.

CHIEF FINANCIAL OFFICER OF THE
CITY OF PENSACOLA, FLORIDA

Date of Authentication

SCHEDULE 1 TO REPORT AND CERTIFICATE OF CHIEF FINANCIAL OFFICER

ESTIMATED BOND SERVICE REQUIREMENTS

Period Ending (September 30)	2017 Bond	Maritime D/S	Aggregate Bond Service Requirement
2018	\$ 245,284.44	\$ 3,109,200	\$3,354,484.44
2019	438,425.00	3,110,800	3,549,225.00
2020	433,450.00	3,110,700	3,544,150.00
2021	428,475.00	3,126,900	3,555,375.00
2022	423,500.00	3,127,500	3,551,000.00
2023	418,525.00	3,125,637	3,544,162.00
2024	413,550.00	3,126,378	3,539,928.00
2025	408,575.00	3,124,456	3,533,031.00
2026	403,600.00	3,125,766	3,529,366.00
2027	398,625.00	3,128,772	3,527,397.00
2028	661,650.00	3,128,236	3,789,886.00
2029	664,008.60	3,129,161	3,793,169.60
2030	666,650.80	3,126,308	3,792,958.80
2031	668,536.80	3,124,678	3,793,214.80
2032	670,666.60	3,129,036	3,799,702.60
2033	673,000.40	3,128,909	3,801,909.40
2034	675,498.40	3,124,297	3,799,795.40
2035	678,120.80	3,125,960	3,804,080.80
2036	681,827.80	3,127,702	3,809,529.80
2037	684,539.80	3,129,288	3,813,827.80
2038	687,256.80	3,125,485	3,812,741.80
2039	689,939.00	3,126,293	3,816,232.00
2040*	693,546.60	3,126,243	3,819,789.60
Total	\$12,807,251.84	\$71,867,705	\$84,674,956.84

*Maturity Date



Memorandum

File #: 17-00250

Community Redevelopment Agency

4/10/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Jewel Cannada-Wynn, Chairperson

SUBJECT:

APPROVAL OF CRA PROJECTS

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve the proposed project funding allocation from the current year CRA budget. Further that the CRA request that the City of Pensacola pursue financing options, to be repaid from future TIF revenues, for those projects requiring financing.

SUMMARY:

The following revitalization projects are recommended for approval for funding and implementation in the Urban Core, Eastside, and Westside CRA districts during fiscal years 2017 and 2018. Projects are proposed to be funded from available current year TIF, program income and/or financing. Proposed revisions to Chapter 163 of the Florida Statutes, governing Community Redevelopment Agencies, would restrict the ability of CRA's to undertake or fund any projects which have not been previously approved or for which debt service repayment has not been committed prior to a specified date in 2017.

Urban Core	
Projects to be Funded With Funds Available in	Amount
New Market Tax Credit Unwind	\$100,000
Community Policing	100,000
Belmont Devilliers Commercial Façade Program	150,000
Affordable Housing Rehabilitation	437,500
Redevelopment Area Design Guideline Development	35,000
Pelican Drop Support	30,000
Streetscape Amenities Repair/Replacement	100,000
Disposition of CRA Properties	20,000
Projects Requiring Financing	
Devilliers Streetscape Expansion	5,200,000
Reus Streetscape Improvements	5,200,000

A Street Streetscape Improvements	5,200,000
Total	\$16,572,500

Eastside	
Projects to be Funded With Funds Available in	Amount
Chappie James Museum and Flight Academy Park	\$1,313,340
Redevelopment Area Design Guideline Development	25,000
Chappie James Museum and Flight Academy Park	440,000
Projects Requiring Financing	
Affordable Housing Rehabilitation	350,000
Hollice T. Williams Greenway Improvements	16,400,000
Total	\$18,528,340

Westside	
Projects to be Funded With Funds Available in	Amount
Redevelopment Area Design Guideline Development	\$25,000
Commercial Façade Program	25,000
Affordable Housing Rehabilitation	100,000
Community Policing	90,000
Hazardous Tree Removal Program	10,000
Projects Requiring Financing	
West Moreno/Baptist Area Streetscape Improvements	12,300,000
Property Rehabilitation, Land Acquisition, Clearance	2,200,000
A Street Streetscape Improvements	5,200,000
Sidewalk Enhancement	15,000
Total	\$19,965,000

PRIOR ACTION:

August 1, 2016 - CRA Board approved Fiscal Year 2017 Budget Resolutions for the Urban Core Tax Increment Financing District, the Eastside Tax Increment Financing District, and the Westside Tax Increment Financing District.

FUNDING:

N/A

FINANCIAL IMPACT:

Proposed projects are to be funded from current year TIF, program income, and/or proposed financing, with debt service to be paid from future TIF revenues.

CITY ATTORNEY REVIEW: Yes

4/4/2017

STAFF CONTACT:

M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

None

PRESENTATION: No

Robyn Tice

From: Don Kraher
Sent: Tuesday, October 24, 2017 5:04 PM
To: Brian Spencer; Gerald Wingate; Jewel Cannada-Wynn; Sherri Myers; Larry B. Johnson; P.C. Wu; Andy Terhaar
Cc: Elaine Mager; Sonja Gaines; Ericka Burnett; Robyn Tice; Helen Gibson; Victoria D'Angelo
Subject: Urban Core Redevelopment Revenue Bond, Series 2017 Notice
Attachments: Notice - Urban Core Redevelopment Revenue Bond, Series 2017.pdf

Council President and Members of City Council

Please find attached a notice regarding a Public Hearing to be held regarding the Urban Core Redevelopment Revenue Bond, Series 2017.

Respectfully,

Don Kraher
Council Executive
Office of City Council
City of Pensacola
222 West Main St.
Pensacola, FL 32502
850-435-1686 / Cell: 850-384-6363
dkraher@cityofpensacola.com



OFFICE of the MAYOR

REGISTERED MAIL

October 23, 2017

Don Kraher, City Council Executive
City Council of the City of Pensacola
222 W. Main Street
Pensacola, FL 32502

RE: City of Pensacola, Florida Urban Core Redevelopment Revenue Bond, Series 2017; and
Interlocal Agreement between the City of Pensacola and the City of Pensacola Community
Redevelopment Agency

Mr. Kraher:

The purpose of this letter is to provide notice that the City Council of the City of Pensacola (the "City") will hold a public meeting to consider authorizing issuance of the City's Urban Core Redevelopment Revenue Bond, Series 2017 in a principal amount not to exceed \$8,000,000 (the "Series 2017 Bond"), and an interlocal agreement (the "Interlocal Agreement") between the City and the City of Pensacola Community Redevelopment Agency (the "Agency").

Proceeds of the Series 2017 Bond will be used to finance certain community redevelopment capital improvements in the Urban Core Community Redevelopment Area included in the community redevelopment plan for the Urban Core Community. The Series 2017 Bond will be repaid by tax increment revenues paid into the Urban Core Community Redevelopment Trust Fund established by City Ordinance No. 13-84 adopted on March 8, 1984.

The Interlocal Agreement provides that to the extent that tax increment revenues paid into the Urban Core Community Redevelopment Trust Fund are insufficient to fully pay annual principal and interest on the Series 2017 Bond, and the City has budgeted, appropriated and used any Non-Ad Valorem Revenues for the payment thereof in accordance with the terms of the Bond Resolution (an "Advance"), the Agency shall repay such Advance and interest on such Advance.

The public meeting will be held on November 9, 2017, at 5:30 pm or as shortly thereafter as may be heard, in Council Chambers located on the first floor of City Hall at 222 W. Main Street, Pensacola, Florida 32502. This notice is being sent on behalf of the City of Pensacola and the City of Pensacola Community Redevelopment Agency to all taxing authorities which have the power to levy ad valorem taxes on real property within the Urban Core Community Redevelopment Area,

in accordance with Section 163.346, Florida Statutes. Please note that although this notice has been provided to all such taxing authorities, the City of Pensacola, Florida and Escambia County, Florida are the only authorities which contribute increment revenues used to support redevelopment activities in those redevelopment areas.

At the public meeting, the City Council will consider adoption of a resolution authorizing issuance of the Series 2017 Bond and the Interlocal Agreement. Interested parties may appear at the public meeting and be heard with respect to the proposed resolution. Copies of such resolution, together with the Interlocal Agreement, the community redevelopment plan and the ordinances and resolution establishing the redevelopment area and trust fund referenced above, are available for inspection by the public at the Office of the City Clerk, 222 W. Main Street, Pensacola, Florida 32502. If you have any questions or would like further information, please contact Richard Barker, Jr., Chief Financial Officer, at 850-435-1823.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Olson", with a stylized flourish at the end.

Eric Olson
City Administrator



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-79

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-79 - APPROPRIATING FUNDING IN CONNECTION WITH THE URBAN CORE REDEVELOPMENT REVENUE BOND, SERIES 2017.

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On April 10, 2017, the Community Redevelopment Agency (CRA) requested that the City pursue financing options for eligible Urban Core projects, to be repaid from future Tax Increment Financing (TIF) revenues. Mitch Owens, the City's Financial Advisor with RBC Capital Markets, LLC has pursued financing options and has recommended SmartBank as the lender. SmartBank has offered a twenty-two year and five month financing for the CRA's Urban Core Tax Increment Financing District at an initial fixed interest rate of 3.6%. On April 1, 2020, the interest rate will reset based on a predetermined formula as described in Section 7 of the Resolution. Interest will be paid semi-annually on October 1 and April 1 of each year and principal payments will be paid annually on April 1 commencing on April 1, 2018 and maturing on April 1, 2040.

The pledged revenues include Tax Increment Revenues derived from the Urban Core Redevelopment Area, and in the event that these revenues are insufficient, certain Non-Ad Valorem Revenues budgeted and appropriated for such purposes. The City's bond attorney has incorporated within the Resolution an interlocal agreement between the City and the CRA whereby the CRA agrees that in the event that Tax Increment Revenues are insufficient to fully pay the principal and interest on the Series 2017 Bond and the Redevelopment Revenue Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (collectively referred to as the Series 2009 Bonds), and the City advances any Non-Ad Valorem Revenues for the payment thereof, the CRA shall repay such advance plus interest to the City once funds become available. Since the Series 2017 Bond pledges the same revenue stream as the Series 2009 Bonds, the Series 2017 Bond will be issued on parity with the

Series 2009 Bonds. In accordance with the Series 2009 Bonds Resolution, the City's bond attorney has incorporated within the Resolution the Report and Certificate of the Chief Financial Officer.

Upon approval of the financing by City Council, the Series 2017 Bond proceeds will be available to fund the acquisition of land, construction of certain streetscape projects, sidewalk enhancements, Jefferson Street Road Diet Project and Bay Ferry Project and certain other community redevelopment capital improvements to the Urban Core Community Redevelopment Area included in Urban Core Community Redevelopment Plan.

Based on current projections, Tax Increment Revenues are sufficient to meet debt service requirements for the twenty-two year and five month financing term as well as cover operations as currently structured in the Fiscal Year 2018 Budget. It is also projected that for the next twenty-two years and five months, Tax Increment Revenues will be fully committed and additional projects as identified in the Urban Core Community Redevelopment Plan will need to come from revenue growth or other sources.

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.

In accordance with Section 163.346, Florida Statutes, a notice regarding the proposed issuance of the Urban Core Redevelopment Revenue Bond, Series 2017 has been sent to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area. Further, a notice of the public meeting has been published in the Pensacola News Journal of such proposed action in accordance with Florida Statutes.

PRIOR ACTION:

October 8, 2009 - City Council approved Resolution No. 33-09 providing for the issuance of the Redevelopment Revenues Bonds, Series 2009A and Redevelopment Revenue Bonds, Series 2009B (Federally Taxable - Build America Bonds) in the amount of \$45,640,000.

April 10, 2017 - CRA requested that the City pursue financing options for eligible Urban Core projects, to be repaid from future Tax Increment Financing revenues.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 17-79 will appropriate funding for the Community Redevelopment Agency's Urban Core Redevelopment Revenue Bond, Series 2017. Estimated closing cost of \$70,000, estimated cost for partial funding of the Bay Ferry Project of \$787,037 and estimated Jefferson Street Road Diet Project of \$250,000 will be paid from the \$8,000,000 in bond proceeds resulting in total remaining estimated project funds of \$6,892,963.

CITY ATTORNEY REVIEW: Yes

10/30/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-79
- 2) Supplemental Budget Explanation No. 17-79

PRESENTATION: No

**RESOLUTION
NO. 17-79**

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. CRA SERIES 2017 PROJECT FUND

To:	Bond Proceeds	8,000,000
To:	Operating Expenses	70,000
To:	Capital Outlay	7,930,000

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**NOVEMBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - CRA SERIES 2017 BOND- RES NO. 17-79**

FUND	AMOUNT	DESCRIPTION
CRA SERIES 2017 PROJECT FUND		
Estimated Revenues		
Bond Proceeds	8,000,000	Appropriate estimated revenue from Bond Proceeds
Total Revenues	<u>8,000,000</u>	
Appropriations		
Operating Expenses	70,000	Appropriate funding for Operating Expenses
Capital Outlay	<u>7,930,000</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>8,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00613

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

FISH HATCHERY LEASE

RECOMMENDATION:

That City Council declare the Lease with the Florida Fish and Wildlife Commission void in accordance with Paragraph 20 of the Lease; based on the Commission's failure to commence construction of the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center at Bruce Beach within the three (3) years of execution of the Lease on May 12, 2014.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 12, 2014, the Florida Fish and Wildlife Conservation Commission entered into a lease with the City of Pensacola for the lease of 44.45 acres of prime commercial real estate, valued by the Escambia County Property Appraiser for tax purpose to be \$6,959,474 million dollars, located on waterfront property known as Bruce Beach.

By the terms of the agreement, Section 20 Performance Schedule, the Commission is required to "commence construction" of the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center within three years of the signing of the lease. The Commission has failed to provide any documents that evidence it has begun commencement of construction within the meaning of the law, or establish standards within the construction industry. The sponsor of this recommendation has written a number of e-mails to Eric Olson, the City Administrator and Gil McRae asking for all documents that evidence the event that gives rise to their assertion that the Commission has "commenced construction" as that term is used in the construction industry. Those facts have not been forthcoming. The Commission expressly agreed in Section 20 of the lease, that should it fail to "commence construction" within the first 3 years of signing the lease, that "the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void." (Emphasis added).

PRIOR ACTION:

May 12, 2014 - Execution of Lease between the City of Pensacola and Florida Fish and Wildlife Commission

May 8, 2014 - City Council authorized the Mayor to negotiate with and enter into a Lease agreement with the Florida Fish and Wildlife Commission for the building of a Hatchery at Bruce Beach

FUNDING:

N/A

FINANCIAL IMPACT:

To be determined

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Fish Hatchery Lease
- 2) Property Appraiser Sheet
- 3) Joint Press Release
- 4) Gil McRae email reply re Hatchery Lease - Myers
- 5) Public Records Request re Hatchery - Myers
- 6) Public Records Request II - No Response- Myers

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

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

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Magellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

[Signature]
Print Name: Harold Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS

[ECPA Home](#)

Chris Jones Escambia County Property Appraiser

[Real Estate
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List](#)
[Amendment 1/Portability
Calculations](#)
[Back](#)
☒ Navigate Mode
 ☒ Account
 ☐ Reference

[Printer Friendly Version](#)

General Information Reference: 000S009070014044 Account: 152190000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: Use Code: VACANT COMMERCIAL Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector		2013 Certified Roll Assessment Improvements: \$0 Land: \$6,959,474 Total: \$6,959,474 Save Our Homes: \$0 Disclaimer Amendment 1/Portability Calculations																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/15/2008</td> <td>6417</td> <td>1666</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1974</td> <td>829</td> <td>382</td> <td>\$15,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	12/15/2008	6417	1666	\$100	QC	View Instr	01/1974	829	382	\$15,000	WD	View Instr	2013 Certified Roll Exemptions MUNICIPAL OWNED Legal Description LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT... Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)															
12/15/2008	6417	1666	\$100	QC	View Instr															
01/1974	829	382	\$15,000	WD	View Instr															
Parcel Information Section Map Id: CA098 Approx. Acreage: 44.5500 Zoned: M-1 WRD Evacuation & Flood Information Open Report																				
Buildings Images None																				

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

Last Updated: 04/18/2014 (tc.2114)



- Joint Statement -

WWW.CITYOFPENSACOLA.COM

PUBLIC INFORMATION OFFICE

@cityofpensacola

FOR IMMEDIATE RELEASE

October 18, 2017

MEDIA CONTACT:

Vernon Stewart
Public Information Officer
City of Pensacola
850 435 1623

Susan Smith
Community Relations Director
Florida Fish and Wildlife Conservation Commission
850-528-1755

**Joint Statement from FWC and Office of the Mayor
regarding Hatchery Project**

"The City of Pensacola and the Florida Fish and Wildlife Conservation Commission (FWC) agree that construction commenced as contemplated, that no violations of the lease have occurred and that the project is moving forward as planned. At the time the project was discussed, the parties were aware that the project required public meetings and other agency involvement. Thus the lease, as approved, balanced the risk of undue delay or stagnation with a negotiated provision for commencement of construction as agreed to by the parties to trigger a completion of construction deadline. The City has been apprised of FWC's progress throughout, and the parties are in agreement that the completion of construction deadline is February 14, 2020. To not honor the lease would be a violation of the contract."

-City of Pensacola Mayor Ashton Hayward and FWC Executive Director Nick Wiley

Don Kraher

From: Sherri Myers
Sent: Saturday, October 21, 2017 7:15 AM
To: Joseph Baucum
Subject: Fwd: Fish Hatchery lease

See below.

Sent from my iPhone

Begin forwarded message:

From: "McRae, Gil" <Gil.McRae@MyFWC.com>
Date: October 21, 2017 at 6:49:47 AM CDT
To: Sherri Myers <smyers@cityofpensacola.com>
Subject: Re: Fish Hatchery lease

Ms. Myers, the joint statement recently released by the City of Pensacola and FWC identify the deadline for completion of construction as Feb. 14, 2020. Per the lease terms, this would coincide with a commencement of construction date of Feb. 14, 2017. DEP is managing the design/build of the facility and they are the custodians of the records associated with those activities. Mr. Pearce Barrett is the appropriate contact person for DEP.

From: Sherri Myers <smyers@cityofpensacola.com>
Sent: Friday, October 20, 2017 6:50:55 PM
To: McRae, Gil
Subject: Fish Hatchery lease

Dear Mr. McRae, per paragraph 20 of the lease that was entered into between the City of Pensacola and the Florida Fish and Wildlife on May 12, 2014 for the establishment of a fish hatchery on Bruce Beach on Pensacola, Florida, the WFC has 3 years from the date of commencement of construction to complete the project. Please provide me with the "date of commencement of construction", and the documents that evidence the event establishing that date. You may consider this an open record request. Thank you in advance, Sherri Myers, Pensacola City Council, District 2.

Don Kraher

From: Sherri Myers <sfmada@aol.com>
Sent: Tuesday, October 24, 2017 12:45 PM
To: Don Kraher
Subject: Fwd: Public Records Request :: W068774-101817

Sent from AOL Mobile Mail

-----Original Message-----

From: Florida Fish and Wildlife Conservation Commission <fwc@mycusthelp.net>
To: sfmada <sfmada@aol.com>
CC: Kelly.richmond <Kelly.richmond@myfwc.com>; hollie.weathersbee <hollie.weathersbee@myfwc.com>
Sent: Tue, Oct 24, 2017 08:14 AM
Subject: Public Records Request :: W068774-101817

--- Please respond above this line ---



10/24/2017

Ms. Sherri Myers
526 Parker Dr.
Pensacola FL 32504

Agency Tracker# W068774-101817

Good morning, Ms. Myers:

Your request of 10/18/2017 has been received in this office. In accordance with Chapter 119.07(1), Florida Statutes and Section 1.7, Internal Management Policies and Procedures of the Florida Fish and Wildlife Conservation Commission, we have reviewed your request.

The Florida Department of Environmental Protection is managing the design and construction of the hatchery. Please contact them for any responsive records.

If I can provide additional information or assistance, please let me know.

Sincerely,

Hollie Weathersbee
Public Records Manager

cc: Kelly Richmond, Fish and Wildlife Research Institute

Visit [Ask FWC](#) to find answers fast, contact us and view your previous requests.

Don Kraher

From: Sherri Myers <sfmada@aol.com>
Sent: Monday, October 30, 2017 1:37 PM
To: Don Kraher
Subject: Open Record - please print off and attach to agenda item. There has been no response.

Request Type:Public Records Request Contact E-Mail:sfmada@aol.com Reference No:W002066-101917

Describe the record(s) you are requesting: 1. All records of any kind, including all permits, site plans, surveys, or any other documents pertaining to the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center at Bruce Beach. 2. All records that evidence the date of commencement of construction as required by paragraph 20 of the Lease Agreement between the City of Pensacola and Florida Fish and Wildlife Commission for the construction of the above project in paragraph 2. Type of Records Requested:Other*For better results, be specific. Include dates, names, email addresses, phone numbers, or other search terms for locating records. Rather than asking for all records over several years, consider starting with a limited request and then make follow-up requests. Examples: "I am requesting all phone records, documents, written correspondence and emails to/from [City Official] and [ABC, Inc.] for the period September 1, 2013 to December 31, 2013 regarding [subject]". "I would like to request copies of invoices paid to [XYZ Corporation] for the past 6 months". "I am requesting copies of any code violations for January 1, 2000 through June 30, 2000 for [xxxx address]."*

Certified Copies:

No \$1 surcharge for certified copies

Preferred Method to Receive Records:Pick-up CopiesPlease note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for inspection or by paper copy in accordance with the Public Records Law.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00616

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

FISH HATCHERY LEASE

RECOMMENDATION:

That City Council determine the Lease between the City of Pensacola and the Florida Fish and Wildlife Commission for the construction of the Gulf Cost Marine Fisheries Hatchery/Enhancement Center to be VOID in accordance with Section 20 (Performance Schedule) of the Lease.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 12, 2014 the City of Pensacola and the Florida Fish and Wildlife Commission (FWC) executed a Lease for what is known as the Bruce Beach property.

Under the terms of said Lease, Section 20 (Performance Schedule) states in part:

“...Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction...Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises and the Lease shall be void.”

In accordance with the Lease as well as pertinent Florida Statute 713.13, it does not appear that “commencement of construction” has taken place which would, by definition, render the Lease void.

PRIOR ACTION:

May 8, 2014 - City Council authorized Mayor to negotiate and enter into Lease Agreement with the Florida Fish and Wildlife Commission for the building of a hatchery at Bruce Beach

May 12, 2014 - City executed a Lease with the Florida Fish and Wildlife Commission.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Fish Hatchery Lease
- 2) Florida Stat 713.13 - Notice of Commencement

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

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

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Magellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

[Signature]
Print Name: Harold Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS

Select Year:

The 2017 Florida Statutes

[Title XL](#)
REAL AND PERSONAL PROPERTY

[Chapter 713](#)
LIENS, GENERALLY

[View Entire Chapter](#)

713.13 Notice of commencement.—

(1)(a) Except for an improvement that is exempt pursuant to s. [713.02\(5\)](#), an owner or the owner's authorized agent before actually commencing to improve any real property, or recommencing completion of any improvement after default or abandonment, whether or not a project has a payment bond complying with s. [713.23](#), shall record a notice of commencement in the clerk's office and forthwith post either a certified copy thereof or a notarized statement that the notice of commencement has been filed for recording along with a copy thereof. The notice of commencement shall contain the following information:

1. A description sufficient for identification of the real property to be improved. The description should include the legal description of the property and also should include the street address and tax folio number of the property if available or, if there is no street address available, such additional information as will describe the physical location of the real property to be improved.
2. A general description of the improvement.
3. The name and address of the owner, the owner's interest in the site of the improvement, and the name and address of the fee simple titleholder, if other than such owner. A lessee who contracts for the improvements is an owner as defined under s. [713.01\(23\)](#) and must be listed as the owner together with a statement that the ownership interest is a leasehold interest.
4. The name and address of the contractor.
5. The name and address of the surety on the payment bond under s. [713.23](#), if any, and the amount of such bond.
6. The name and address of any person making a loan for the construction of the improvements.
7. The name and address within the state of a person other than himself or herself who may be designated by the owner as the person upon whom notices or other documents may be served under this part; and service upon the person so designated constitutes service upon the owner.

(b) The owner, at his or her option, may designate a person in addition to himself or herself to receive a copy of the lienor's notice as provided in s. [713.06\(2\)\(b\)](#), and if he or she does so, the name and address of such person must be included in the notice of commencement.

(c) If the contract between the owner and a contractor named in the notice of commencement expresses a period of time for completion for the construction of the improvement greater than 1 year, the notice of commencement must state that it is effective for a period of 1 year plus any additional period of time. Any payments made by the owner after the expiration of the notice of commencement are considered improper payments.

(d) A notice of commencement must be in substantially the following form:

Permit No.

Tax Folio No.

NOTICE OF COMMENCEMENT

State of _____
County of _____

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: (legal description of the property, and street address if available) .
2. General description of improvement: .
3. Owner information or Lessee information if the Lessee contracted for the improvement:
 - a. Name and address: .
 - b. Interest in property: .
 - c. Name and address of fee simple titleholder (if different from Owner listed above): .
- 4.a. Contractor: (name and address) .
 - b. Contractor's phone number: .
5. Surety (if applicable, a copy of the payment bond is attached):
 - a. Name and address: .
 - b. Phone number: .
 - c. Amount of bond: \$.
- 6.a. Lender: (name and address) .
 - b. Lender's phone number: .
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:
 - a. Name and address: .
 - b. Phone numbers of designated persons: .
- 8.a. In addition to himself or herself, Owner designates _____ of _____ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
 - b. Phone number of person or entity designated by owner: .
9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified) .

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

(Signatory's Title/Office)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed) .

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

(e) A copy of any payment bond must be attached at the time of recordation of the notice of commencement. The failure to attach a copy of the bond to the notice of commencement when the notice is recorded negates the exemption provided in s. 713.02(6). However, if a payment bond under s. 713.23 exists but was not attached at the time of recordation of the notice of commencement, the bond may be used to transfer any recorded lien of a lienor except that of the contractor by the recordation and service of a notice of bond pursuant to s. 713.23(2). The notice requirements of s. 713.23 apply to any claim against the bond; however, the time limits for serving any required notices shall, at the option of the lienor, be calculated from the dates specified in s. 713.23 or the date the notice of bond is served on the lienor.

(f) The giving of a notice of commencement is effective upon the filing of the notice in the clerk's office.

(g) The owner must sign the notice of commencement and no one else may be permitted to sign in his or her stead.

(2) If the improvement described in the notice of commencement is not actually commenced within 90 days after the recording thereof, such notice is void and of no further effect.

(3) The recording of a notice of commencement does not constitute a lien, cloud, or encumbrance on real property, but gives constructive notice that claims of lien under this part may be recorded and may take priority as provided in s. 713.07. The posting of a copy does not constitute a lien, cloud, or encumbrance on real property, nor actual or constructive notice of any of them.

(4) This section does not apply to an owner who is constructing improvements described in s. 713.04.

(5)(a) A notice of commencement that is recorded within the effective period may be amended to extend the effective period, change erroneous information in the original notice, or add information that was omitted from the original notice. However, in order to change contractors, a new notice of commencement or notice of recommencement must be executed and recorded.

(b) The amended notice must identify the official records book and page where the original notice of commencement is recorded, and a copy of the amended notice must be served by the owner upon the contractor and each lienor who serves notice before or within 30 days after the date the amended notice is recorded.

(6) Unless otherwise provided in the notice of commencement or a new or amended notice of commencement, a notice of commencement is not effectual in law or equity against a conveyance, transfer, or mortgage of or lien on the real property described in the notice, or against creditors or subsequent purchasers for a valuable consideration, after 1 year after the date of recording the notice of commencement.

(7) A lender must, prior to the disbursement of any construction funds to the contractor, record the notice of commencement in the clerk's office as required by this section; however, the lender is not required to post a certified copy of the notice at the construction site. The posting of the notice at the construction site remains the owner's obligation. The failure of a lender to record the notice of commencement as required by this subsection renders the lender liable to the owner for all damages sustained by the owner as a result of the failure. Whenever a lender is required to record a notice of commencement, the lender shall designate the lender, in addition to others, to receive copies of notices

to owner. This subsection does not give any person other than the owner a claim or right of action against a lender for failure to record a notice of commencement.

History.—s. 1, ch. 63-135; s. 9, ch. 65-456; s. 35, ch. 67-254; s. 14, ch. 77-353; s. 7, ch. 80-97; s. 4, ch. 88-397; s. 6, ch. 90-109; s. 2, ch. 91-102; s. 4, ch. 96-383; s. 1766, ch. 97-102; s. 14, ch. 98-246; s. 6, ch. 2001-211; s. 9, ch. 2005-227; s. 8, ch. 2007-221; s. 2, ch. 2011-212; s. 5, ch. 2012-211.

Note.—Former s. 84.131.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00614

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

REFER REDEVELOPMENT OF BRUCE BEACH TO THE COMMUNITY REDEVELOPMENT AGENCY FOR REVIEW AND ACTION

RECOMMENDATION:

That City Council refer the matter of the redevelopment of Bruce Beach to the Community Redevelopment Agency that has the legal authority to redevelop the 44.45 acres of prime commercial waterfront property, appraised for tax purposes by the Escambia County Property Appraiser at approximately \$6.9 million dollars, with the CRA Urban Core.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 25, 1980 the City Council passed Resolution No. 55-80 for the purpose of creating the Community Redevelopment Agency for the sole purpose of eliminating slum and blight, and for engaging in activities to revitalize the CRA urban core.

On August 14, 1980 the City Council passed Resolution No. 36-80 which specifically placed the 44.45 acres known as Bruce Beach under the authority of the Community Redevelopment Agency, and further set forth a process the CRA shall follow for the disposition of any property within the CRA Urban Core, including Bruce Beach.

The CRA is not a party to the lease between the City of Pensacola and the Florida Fish and Wildlife Conservation Commission for the redevelopment of Bruce Beach that was signed on May 12, 2014. Any lease for the use of Bruce Beach must be disposed by following the procedures required of the CRA. Therefore, the matter of redeveloping Bruce Beach should be referred back to the CRA.

PRIOR ACTION:

August 14, 1980 - Resolution 36-80 passed by City Council

September 25, 1980 - Resolution 55-80 passed by City Council

May 12, 2014 - Lease executed between City of Pensacola and Florida Fish and Wildlife Commission

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 55-80
- 2) Resolution No. 36-80
- 3) Fish Hatchery Lease

PRESENTATION: No

RESOLUTION
NO. 36-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING THE INTENT OF CITY COUNCIL TO CAUSE THE DEVELOPMENT OF SPECIFIED INNER CITY PROPERTIES FOR THE PUBLIC BENEFIT; SETTING FORTH THE BASIC LAND USE INTENDED FOR SAID INNER CITY PROPERTIES; PROVIDING PRIMARY METHODS OF INVOLVING PRIVATE SECTOR DEVELOPERS AND INVESTORS; PROVIDING FOR THE USE OF THE SITE SPECIFIC ZONING ORDINANCE AS A GUIDE-LINE IN FORMULATING DEVELOPMENT PERFORMANCE STANDARDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola owns, controls or intends to acquire several key properties in the inner city area of the City of Pensacola, which properties are undeveloped or underdeveloped, and which properties are significant in terms of size, location and potential for redevelopment, as described as to general location in Appendix A attached hereto; and

WHEREAS, the City Council of the City of Pensacola intends to cause the redevelopment of said properties for the public benefit; to stimulate economic development, create jobs, generate commerce, remove blight, and relieve conditions of poverty; and

WHEREAS, the City Council recognizes that successful redevelopment must involve partnership between the public sector and the private sector; and

WHEREAS, the City Council desires to set forth the basic land use intent for the said property; to outline the primary alternative procedures for involving private developers and investors in the redevelopment process; and to adopt a guideline for prescribing development standards; NOW, THEREFORE,

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

SECTION 1. That the basic land use intended for the undeveloped and underdeveloped properties as shown in Appendix A shall be as follows:

<u>Property</u>	<u>Intended Use</u>
1. Bruce Beach/Frisco Property	Industrial and Port-related development
2. Baylen Street Pier	Waterfront tourist related development; hotel and supporting facilities (marina, retail, convention and parking facilities)
3. Palafox Street Pier	Mixed waterfront related uses including residential and parking on northern section of pier; retail and public parks on southern section of pier.
4. Pitts Slip	Marina, public park and retail

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<u>Property</u>	<u>Intended Use</u>
5. Aragon Court Area and Admiral Mason Park Area	Commercial development on the northern two-thirds of Aragon Court area; open space, public uses, flood control area on southern one-third of Aragon Court area
6. I-110 MultiUse Sites	Commercial and industrial development in accordance with the I-110 MultiUse Plan, amended to provide for a Civic Arena and parking on southeastern fourteen (14) acres

SECTION 2. That the three primary methods of involving private sector developers in the development of the aforementioned properties authorized for use are:

1. Issuance and evaluation of formal Requests for Proposals (RFP); selection of strongest development proposed for implementation of project.
2. Issuance of Development Prospectus and Requests for Qualifications (RFQ); selection of most highly qualified developer; negotiation with chosen developer for both planning and implementation of project.
3. Negotiation with known developer for planning and implementation of project.

SECTION 3. That the proposed development be planned and executed according to performance standards formulated using the requirements of the Site Specific Zoning Ordinance of the City of Pensacola as a guideline.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

Adopted: August 14, 1980
 Approved: [Signature]
 MAYOR

Attest:

[Signature]
 City Clerk

Legal in form and valid if adopted:

[Signature]
 City Attorney

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is _____ Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper

published at Pensacola in Escambia County, Florida; that the attached

copy of advertisement, being a _____ Notice _____ in the matter of

Resolution No. 36-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

August 22, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this _____ 27th _____

day of _____ August _____, A.D., 1980.

Petty J. Panton

MY COMMISSION EXPIRES OCT. 15, 1981

NOTARY PUBLIC.

RESOLUTION NO. 36-80
A RESOLUTION OF THE CITY COUNCIL OF PENSACOLA, FLORIDA, DECLARING THE INTEREST OF CITY COUNCIL TO CAUSE THE DEVELOPMENT OF CERTAIN INNER CITY PROPERTIES FOR THE PUBLIC BENEFIT; SETTING FORTH THE BASIC LAND USE INTENDED FOR THE USE OF THE SITE SPECIFIC ZONING ORDINANCE AS A GUIDELINE IN FORMULATING DEVELOPMENT PERFORMANCE STANDARDS; PROVIDING AN EFFECTIVE DATE.

The Resolution establishing the basic land use intended for the undeveloped and underdeveloped properties as outlined in the Resolution and provides three primary methods involving private sector developers in the development of the properties. The Resolution took effect immediately upon adoption by City Council at its meeting on August 14, 1980.

NOTED
Pauline Johns
City Clerk
LEGAL NO. 120 4-T AUG.
22, 1980

RESOLUTION
NO. 55-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA PROVIDING FOR THE CREATION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE EXERCISE OF POWERS BY SAID AGENCY; ASSIGNING CERTAIN UNDEVELOPED AND UNDERDEVELOPED PROPERTIES TO THE COMMUNITY REDEVELOPMENT AGENCY FOR REDEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, entitled "Community Redevelopment", the City Council of the City of Pensacola has adopted Resolution No. 54-80; and

WHEREAS, Resolution No. 54-80 finds that the Pensacola Inner City area is a blighted area; and that the rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary in the public interest; and that there exists a need for a Community Redevelopment Agency to function in the City of Pensacola; and that the Pensacola Inner City area is designated a community redevelopment area and is appropriate for community redevelopment projects; and

WHEREAS, the City Council of the City of Pensacola has adopted Resolution No. 36-80 declaring the intent of City Council to cause the development of specified inner city properties for the public benefit; setting forth the basic land use intended for said properties; providing primary methods of involving private sector developers and investors; and providing for the use of the site specific zoning ordinance as a guideline in formulating development performance standards; NOW, THEREFORE,

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

SECTION 1. DEFINITIONS. The definition of terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in this resolution.

SECTION 2. CREATION OF COMMUNITY REDEVELOPMENT AGENCY. Pursuant to Section 163.357, Florida Statutes, the City Council of the City of Pensacola hereby declares itself to be the Community Redevelopment Agency in the City of Pensacola. All rights, powers, duties, privileges, and immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes, are hereby vested in the City Council of the City of Pensacola, subject to all responsibilities and liabilities imposed or incurred.

SECTION 3. EXERCISE OF POWERS.

- A. In the exercise of the rights, powers, duties, privileges, and immunities of a community redevelopment agency, the City Council of the City of Pensacola hereby authorizes, assigns, permits and directs its duly elected or appointed Mayor, Mayor Pro tempore, and City Manager, and all future incumbents to said offices, to be the members of the Executive Committee of the Community Redevelopment Agency and to perform the following functions in accordance with by-laws or procedural rules adopted by majority vote of the three aforementioned officers:

ACROFILMED

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1. Employ any agents or employees, permanent or temporary, as may be required, and determine their qualifications, duties and compensation; subject to the limitations on funding as specified in Section 3(B). The City Manager may assign at his sole discretion employees of the City of Pensacola to provide services required by the Community Redevelopment Agency.
 2. Prepare community redevelopment plans and modifications thereof for community redevelopment projects in designated community redevelopment areas.
 3. Work with private investors, other governmental agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment of City properties identified in Resolution No. 36-80.
 4. Exercise the powers enumerated in Sections 163.370, 163.380 and 163.385, Florida Statutes, except as they may be limited by Section 3(B).
 5. Comply with the reporting requirements and other requirements imposed on community redevelopment agencies by Part III, Chapter 163, Florida Statutes.
- B. The City Council of the City of Pensacola shall have sole power to:
1. Determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearing required with respect thereto.
 2. Grant final approval to community redevelopment plans and modifications thereof, after receiving recommendation of the Executive Committee.
 3. Authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
 4. Approve the acquisition, demolition, removal or disposition of property as provided in Section 163.370, Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370, Florida Statutes.
 5. Appropriate funds deemed necessary for the administration expense and overhead of the agency.
 6. Establish a Redevelopment Trust Fund as provided in Section 163.387, Florida Statutes.

SECTION 4. REDEVELOPMENT OF CITY CONTROLLED PROPERTY.

The City Council of the City of Pensacola hereby dedicates and assigns certain undeveloped and underdeveloped properties identified in Resolution No. 36-80 to the Community Redevelopment Agency for the purpose of promoting, planning, packaging and accomplishing the redevelopment of said properties in accord-

ance with the basic land use intent and methodology set forth in Resolution No. 36-80 and by means of the enabling provisions of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

Adopted: September 25, 1980

Approved: Vince White

MAYOR

Attest:

Pauline Johns
City Clerk

Legal in form and valid if
adopted:

Ray Carter
City Attorney

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is _____ Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper
published at Pensacola in Escambia County, Florida; that the attached
copy of advertisement, being a _____ Notice _____ in the matter of

RESOLUTION NO. 55-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

OCTOBER 3, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this _____ 7th

day of _____ Oct. _____, A.D., 1980.

Ditty J. Rost

NOTARY PUBLIC.

MY COMMISSION EXPIRES _____ 1981

RESOLUTION
NO. 55-80

A RESOLUTION
NO. 55-80

A RESOLUTION OF
THE CITY COUNCIL
OF THE CITY OF
PENSACOLA PRO-
VIDING FOR THE
CREATION OF THE
PENSACOLA COM-
MUNITY REDE-
VELOPMENT AGEN-
CY; PROVIDING FOR
THE EXERCISE OF
POWERS BY SAID
AGENCY; ASSIGN-
MENT OF CERTAIN
UNDVELOPED AND
UNDEVELOPED
PROPERTIES TO THE
COMMUNITY REDE-
VELOPMENT AGEN-
CY FOR REDEVELOP-
MENT; PROVIDING
AN EFFECTIVE
DATE.

The Resolution provides for
the creation of the Pensacola
Community Redevelopment
Agency pursuant to Section
143.357, Florida Statutes. The
Resolution took effect immedi-
ately upon passage by City
Council at its meeting on Sep-
tember 25, 1980.

Pauline Jones
City Clerk

LEGAL NO. 1867 1-T OCT. 3,
1980

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

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

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Magellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

[Signature]
Print Name: Harold Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00595

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

REFER TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA) THE POTENTIAL REDEVELOPMENT OF THE PROPERTY KNOWN AS BRUCE BEACH.

RECOMMENDATION:

That City Council, in accordance with Resolution No. 55-80 and Resolution No. 36-80 as well as prior CRA activities, refer to the CRA any potential redevelopment of the property known as Bruce Beach.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In August of 1980 the City Council passed Resolution No. 36-80 whereby the City Council declared its intent to cause the development of specific inner city properties for the public benefit, one of those properties was identified as Bruce Beach.

In September of 1980 the City Council passed Resolution No. 55-80 whereby the City Council created the Community Redevelopment Agency and further”

“dedicates and assigns certain undeveloped and underdeveloped properties identified in Resolution No. 36-80 to the Community Redevelopment Agency for the purpose of promoting, planning , packaging and accomplishing the redevelopment of said properties in accordance with the basic land use intent and methodology set forth in Resolution No. 36-80.”

Further in March of 2001, Jennifer Fleming the Executive Director of the CRA, recommended to the City Council that they approve a Service Authorization with Fabre Engineering in the amount not to exceed \$20,527.83 for a boundary and topographic survey of the City - owned property referred to as the Trillium property and the City Council unanimously approved this request.

PRIOR ACTION:

August 14, 1980 - City Council passed Resolution No. 36-80

September 25, 1980 - City Council passed Resolution No. 55-80

March 22, 2001 - City Council approved a recommendation from the Executive Director of the CRA

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Resolution No. 36-80
- 2) Resolution No. 55-80
- 3) City Council Action - March 22, 2001

PRESENTATION: No

RESOLUTION
NO. 36-80A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING THE INTENT OF CITY COUNCIL TO CAUSE THE DEVELOPMENT OF SPECIFIED INNER CITY PROPERTIES FOR THE PUBLIC BENEFIT; SETTING FORTH THE BASIC LAND USE INTENDED FOR SAID INNER CITY PROPERTIES; PROVIDING PRIMARY METHODS OF INVOLVING PRIVATE SECTOR DEVELOPERS AND INVESTORS; PROVIDING FOR THE USE OF THE SITE SPECIFIC ZONING ORDINANCE AS A GUIDE-LINE IN FORMULATING DEVELOPMENT PERFORMANCE STANDARDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola owns, controls or intends to acquire several key properties in the inner city area of the City of Pensacola, which properties are undeveloped or underdeveloped, and which properties are significant in terms of size, location and potential for redevelopment, as described as to general location in Appendix A attached hereto; and

WHEREAS, the City Council of the City of Pensacola intends to cause the redevelopment of said properties for the public benefit; to stimulate economic development, create jobs, generate commerce, remove blight, and relieve conditions of poverty; and

WHEREAS, the City Council recognizes that successful redevelopment must involve partnership between the public sector and the private sector; and

WHEREAS, the City Council desires to set forth the basic land use intent for the said property; to outline the primary alternative procedures for involving private developers and investors in the redevelopment process; and to adopt a guideline for prescribing development standards; NOW, THEREFORE,

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

SECTION 1. That the basic land use intended for the undeveloped and underdeveloped properties as shown in Appendix A shall be as follows:

<u>Property</u>	<u>Intended Use</u>
1. Bruce Beach/Frisco Property	Industrial and Port-related development
2. Baylen Street Pier	Waterfront tourist related development; hotel and supporting facilities (marina, retail, convention and parking facilities)
3. Palafox Street Pier	Mixed waterfront related uses including residential and parking on northern section of pier; retail and public parks on southern section of pier.
4. Pitts Slip	Marina, public park and retail

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Roll 209 Frame 99

<u>Property</u>	<u>Intended Use</u>
5. Aragon Court Area and Admiral Mason Park Area	Commercial development on the northern two-thirds of Aragon Court area; open space, public uses, flood control area on southern one-third of Aragon Court area
6. I-110 MultiUse Sites	Commercial and industrial development in accordance with the I-110 MultiUse Plan, amended to provide for a Civic Arena and parking on southeastern fourteen (14) acres

SECTION 2. That the three primary methods of involving private sector developers in the development of the aforementioned properties authorized for use are:

1. Issuance and evaluation of formal Requests for Proposals (RFP); selection of strongest development proposed for implementation of project.
2. Issuance of Development Prospectus and Requests for Qualifications (RFQ); selection of most highly qualified developer; negotiation with chosen developer for both planning and implementation of project.
3. Negotiation with known developer for planning and implementation of project.

SECTION 3. That the proposed development be planned and executed according to performance standards formulated using the requirements of the Site Specific Zoning Ordinance of the City of Pensacola as a guideline.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

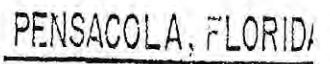
Adopted: August 14, 1980
 Approved: [Signature]
 MAYOR

Attest:

[Signature]
 City Clerk

Legal in form and valid if adopted:

[Signature]
 City Attorney



THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is _____ Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper

published at Pensacola in Escambia County, Florida; that the attached

copy of advertisement, being a _____ Notice _____ in the matter of

Resolution No. 36-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

August 22, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this _____ 27th _____

day of _____ August _____, A.D., 1980.

Petty J. Panton

MY COMMISSION EXPIRES OCT. 15, 1981

NOTARY PUBLIC.

RESOLUTION NO. 36-80
A RESOLUTION OF THE CITY COUNCIL OF PENSACOLA, FLORIDA, DECLARING THE INTEREST OF CITY COUNCIL TO CAUSE THE DEVELOPMENT OF THE CITY'S INNER CITY PROPERTIES FOR THE PUBLIC BENEFIT; SETTING FORTH THE BASIC LAND USE INTENDED FOR THE USE OF THE SITE SPECIFIC ZONING ORDINANCE AS A GUIDELINE IN FORMULATING DEVELOPMENT PERFORMANCE STANDARDS; PROVIDING AN EFFECTIVE DATE.

The Resolution establishing the basic land use intended for the undeveloped and underdeveloped properties as outlined in the Resolution and provides three primary methods involving private sector developers in the development of the properties. The Resolution took effect immediately upon adoption by City Council at its meeting on August 14, 1980.

NOTED
Pauline Johns
City Clerk
LEGAL NO. 120 4-T AUG.
22, 1980

RESOLUTION
NO. 55-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA PROVIDING FOR THE CREATION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE EXERCISE OF POWERS BY SAID AGENCY; ASSIGNING CERTAIN UNDEVELOPED AND UNDERDEVELOPED PROPERTIES TO THE COMMUNITY REDEVELOPMENT AGENCY FOR REDEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, entitled "Community Redevelopment", the City Council of the City of Pensacola has adopted Resolution No. 54-80; and

WHEREAS, Resolution No. 54-80 finds that the Pensacola Inner City area is a blighted area; and that the rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary in the public interest; and that there exists a need for a Community Redevelopment Agency to function in the City of Pensacola; and that the Pensacola Inner City area is designated a community redevelopment area and is appropriate for community redevelopment projects; and

WHEREAS, the City Council of the City of Pensacola has adopted Resolution No. 36-80 declaring the intent of City Council to cause the development of specified inner city properties for the public benefit; setting forth the basic land use intended for said properties; providing primary methods of involving private sector developers and investors; and providing for the use of the site specific zoning ordinance as a guideline in formulating development performance standards; NOW, THEREFORE,

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

SECTION 1. DEFINITIONS. The definition of terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in this resolution.

SECTION 2. CREATION OF COMMUNITY REDEVELOPMENT AGENCY. Pursuant to Section 163.357, Florida Statutes, the City Council of the City of Pensacola hereby declares itself to be the Community Redevelopment Agency in the City of Pensacola. All rights, powers, duties, privileges, and immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes, are hereby vested in the City Council of the City of Pensacola, subject to all responsibilities and liabilities imposed or incurred.

SECTION 3. EXERCISE OF POWERS.

- A. In the exercise of the rights, powers, duties, privileges, and immunities of a community redevelopment agency, the City Council of the City of Pensacola hereby authorizes, assigns, permits and directs its duly elected or appointed Mayor, Mayor Pro tempore, and City Manager, and all future incumbents to said offices, to be the members of the Executive Committee of the Community Redevelopment Agency and to perform the following functions in accordance with by-laws or procedural rules adopted by majority vote of the three aforementioned officers:

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ROLL 209 Frame 118

1. Employ any agents or employees, permanent or temporary, as may be required, and determine their qualifications, duties and compensation; subject to the limitations on funding as specified in Section 3(B). The City Manager may assign at his sole discretion employees of the City of Pensacola to provide services required by the Community Redevelopment Agency.
 2. Prepare community redevelopment plans and modifications thereof for community redevelopment projects in designated community redevelopment areas.
 3. Work with private investors, other governmental agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment of City properties identified in Resolution No. 36-80.
 4. Exercise the powers enumerated in Sections 163.370, 163.380 and 163.385, Florida Statutes, except as they may be limited by Section 3(B).
 5. Comply with the reporting requirements and other requirements imposed on community redevelopment agencies by Part III, Chapter 163, Florida Statutes.
- B. The City Council of the City of Pensacola shall have sole power to:
1. Determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearing required with respect thereto.
 2. Grant final approval to community redevelopment plans and modifications thereof, after receiving recommendation of the Executive Committee.
 3. Authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
 4. Approve the acquisition, demolition, removal or disposition of property as provided in Section 163.370, Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370, Florida Statutes.
 5. Appropriate funds deemed necessary for the administration expense and overhead of the agency.
 6. Establish a Redevelopment Trust Fund as provided in Section 163.387, Florida Statutes.

SECTION 4. REDEVELOPMENT OF CITY CONTROLLED PROPERTY.

The City Council of the City of Pensacola hereby dedicates and assigns certain undeveloped and underdeveloped properties identified in Resolution No. 36-80 to the Community Redevelopment Agency for the purpose of promoting, planning, packaging and accomplishing the redevelopment of said properties in accord-

ance with the basic land use intent and methodology set forth in Resolution No. 36-80 and by means of the enabling provisions of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

Adopted: September 25, 1980

Approved: Vince White

MAYOR

Attest:

Pauline Johns
City Clerk

Legal in form and valid if
adopted:

Ray Carter
City Attorney

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is _____ Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper
published at Pensacola in Escambia County, Florida; that the attached
copy of advertisement, being a _____ Notice _____ in the matter of

RESOLUTION NO. 55-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

OCTOBER 3, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this _____ 7th

day of _____ Oct. _____, A.D., 1980.

Ditty J. Rost

NOTARY PUBLIC.

MY COMMISSION EXPIRES _____ 1983

RESOLUTION
NO. 55-80

A RESOLUTION
NO. 55-80

A RESOLUTION OF
THE CITY COUNCIL
OF THE CITY OF
PENSACOLA PRO-
VIDING FOR THE
CREATION OF THE
PENSACOLA COM-
MUNITY REDE-
VELOPMENT AGEN-
CY; PROVIDING FOR
THE EXERCISE OF
POWERS BY SAID
AGENCY; ASSIGN-
MENT OF CERTAIN
UNDEVELOPED AND
UNDERDEVELOPED
PROPERTIES TO THE
COMMUNITY REDE-
VELOPMENT AGEN-
CY FOR REDEVELOP-
MENT; PROVIDING
AN EFFECTIVE
DATE.

The Resolution provides for
the creation of the Pensacola
Community Redevelopment
Agency pursuant to Section
143.357, Florida Statutes. The
Resolution took effect immedi-
ately upon passage by City
Council at its meeting on Sep-
tember 25, 1980.

Pauline Jones
City Clerk

LEGAL NO. 1867 1-T OCT. 3,
1980

OTHER

3. SUBJECT: AMENDMENT TO LEASE WITH ELISKA
WIRELESS TO INCREASE THE COMMUNICATION
TOWER GROUND AREA AT EXCHANGE PARK

Reference Material:

Committee Memorandum March 19, 2001

Recommendation:

That City Council approve the proposed lease amendment with Eliska Wireless to expand the tower site ground area subject to final review by the City Attorney.

The motion passed unanimously.

- ④. SUBJECT: FABRE ENGINEERING - SERVICE
AUTHORIZATION NO. 4 - SURVEY OF TRILLIUM
AND BRUCE BEACH PROPERTY

Reference Material:

Committee Memorandum March 19, 2001

Recommendation:

That City Council approve Service Authorization No. 4 with Fabre Engineering in an amount not to exceed \$20,527.83, for a boundary and topographic survey of the City-owned property referred to as the Trillium property and the Bruce Beach property.

The motion passed unanimously.

COMMITTEE MEMORANDUM

ITEM #4

COMMITTEE: Finance

FROM: Thomas J. Bonfield, City Manager 

DATE: March 19, 2001

SUBJECT: Fabre Engineering – Service Authorization No. 4 – Survey of Trillium and Bruce Beach Property

RECOMMENDATION: That the City Council approve Service Authorization No. 4 with Fabre Engineering in an amount not to exceed \$20,527.83, for a boundary and topographic survey of the City-owned property referred to as the Trillium property and the Bruce Beach property.

SUMMARY: On April 27, 2000, the City Council and the Community Redevelopment Agency (CRA) approved a contract with Fabre Engineering to prepare the design, construction plans and specifications for bidding future capital projects to be funded by the City and the CRA in the downtown area. The contract is for a three-year period and professional services for each individual capital project will be presented for approval in the form of a Service Authorization.

The survey work for the Trillium property and the Bruce Beach property is the fourth Service Authorization with the firm in the amount of \$20,527.83.

PRIOR ACTION: April 27, 2000 – City Council approved a three-year contract with Fabre Engineering for services related to capital projects in the downtown area.

CURRENT ACTION:

City of
Pensacola



Finance
March 19, 2001
Page Two

FUNDING: Funding for the \$20,527.83 fee for the survey work is available in the Local Option Sales Tax fund (Downtown Festival Park and Bayfront Auditorium Replacement).

ATTACHMENTS: 1) Staff Report
2) Scope of work.

STAFF CONTACT: Jennifer R. Fleming, CRA Executive Director.

PRESENTATION: No.

MEMORANDUM

TO: Thomas J. Bonfield, City Manager

FROM: Jennifer Fleming, CRA Executive Director 

DATE: March 15, 2000

SUBJECT: Fabre Engineering – Service Authorization No. 4 – Survey of Trillium and Bruce Beach Property

RECOMMENDATION:

That City Council approve Service Authorization No. 4 with Fabre Engineering in an amount not to exceed \$20,527.83 for a boundary and topographic survey of the City-owned property referred to as the Trillium property and the Bruce Beach property.

BACKGROUND:

On April 27, 2000, the City Council and the Community Redevelopment Agency (CRA) approved a contract with Fabre Engineering to prepare the design, construction plans and specifications for bidding future capital projects to be funded by the City and the CRA in the downtown area. The contract is for a three-year period.

The attached scope of work outlines the services to be provided by Fabre Engineering to prepare a survey including topographical and boundary information and wetland locations for the City-owned properties referred to as the Trillium property and the Bruce Beach property. This survey information is required as input to the programming and master planning work on the Trillium site that is projected to commence in the third week of March, 2001. The staff recommendation for this service authorization is based on an hourly rate with a not to exceed maximum fee amount of \$ 20,527.83.

FINANCIAL IMPACT:

Funding is available in the Local Option Sales Tax fund (Downtown Festival Park and Bayfront Auditorium Replacement) for the \$ 20,527.83 fee for the survey work.



March 7, 2001
000004-04

Mrs. Jennifer Fleming
Executive Director
Community Redevelopment Agency
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

RE: Trillium / Bruce Beach Survey

Dear Jennifer:

We are pleased to present this proposal for boundary and topographic survey services for the Trillium and Bruce Beach areas. We propose to provide the services outlined below for a lump sum fee of \$20,527.83 as outlined on Attachment 'A'. The following services are included:

Boundary Surveys

1. Complete boundary survey of Trillium and Bruce Beach properties.
2. Boundary survey to tie Trillium and Bruce Beach properties together across out parcel and attempt to resolve differences between existing surveys regarding location of out parcel.
3. Setting of control monumentation as necessary for work or as required by law.
4. Location of Main Street right-of-way.
5. Preparation of boundary survey drawings.

Topographic Surveys

1. Collection of elevation grid sufficient for project purposes.
2. Location of all above ground physical features.
3. Location of all below ground features as provided to us or as located in the field by others.
4. Location and size of all existing trees required to be located by City ordinance or as deemed necessary for construction or as deemed valuable.
5. Location of all wetlands using existing survey information or as located in the field by others.
6. Location of waters edge.
7. Location of all physical features in Main Street right-of-way adjacent to project.
8. Location of all utilities in Main Street right-of-way as located or marked by others.
9. Preparation of topographic survey drawings adequate for city use and project design.

Mrs. Jennifer Fleming
February 5, 2001
Page Two

The survey drawings and work are adequate for project purposes and the resulting drawings will be adequate for City use as legal documentation of boundary.

Should you have any questions or concerns, please call

Sincerely,

FABRE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Phil Phillips".

William V. Phillips, II, P.E.
Project Manager

/wvp

ATTACHMENT A

PAGE 1 of 1

March 6, 2001

BOUNDARY SURVEY

ATTACHMENT A

PAGE 1 of 1

March 6, 2001

CIVIL ENGINEERING																		TOTAL HOURS	TOTAL FEE																
PRINCIPAL		PROJECT MANAGER		PROFESSIONAL ENGINEER		CADD TECHNICIAN		CONSTRUCTION INSPECTOR		PROFESSIONAL SURVEYOR		SURVEY CREW		CLERICAL																					
Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate																				
	\$110.00		\$86.67		\$66.96		\$34.59		\$42.59		\$65.33		\$81.75		\$26.00																				
BOUNDARY SURVEY																																			
Task 1.0 - Trillium																																			
Task 1.1	Existing Data Collection		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4.0	\$261.32		\$0.00		\$0.00	4.0	\$261.32																
Task 1.2	Field Surveying		\$0.00		\$0.00		\$0.00		\$0.00	10.0	\$653.30	28.0	\$2,125.50		\$0.00		\$0.00	36.0	\$2,778.80																
Task 1.3	Drawing Preparation	0.5	\$55.00	1.0	\$86.67		\$0.00	13.0	\$449.67		\$0.00	5.0	\$328.65		\$0.00	1.0	\$26.00	20.5	\$943.99																
Task 2.0 - Bruce Beach																																			
Task 2.1	Existing Data Collection		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2.0	\$130.66		\$0.00		\$0.00	2.0	\$130.66																
Task 2.2	Field Surveying		\$0.00		\$0.00		\$0.00		\$0.00	6.0	\$391.98	14.0	\$1,144.50		\$0.00		\$0.00	20.0	\$1,536.48																
Task 2.3	Drawing Preparation	0.5	\$55.00	1.0	\$86.67		\$0.00	7.0	\$242.13		\$0.00	3.0	\$195.99		\$0.00	1.0	\$26.00	12.5	\$805.79																
TOTALS																		1.0	\$110.00	2.0	\$173.34	0.0	\$0.00	20.0	\$691.80	0.0	\$0.00	30.0	\$1,959.90	40.0	\$3,270.00	2.0	\$52.00	95.0	\$6,257.04

TOPOGRAPHIC SURVEY

CIVIL ENGINEERING																TOTAL HOURS	TOTAL FEE		
PRINCIPAL		PROJECT MANAGER		PROFESSIONAL ENGINEER		CADD TECHNICIAN		CONSTRUCTION INSPECTOR		PROFESSIONAL SURVEYOR		SURVEY CREW		CLERICAL					
Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate				
	\$110.00		\$86.67		\$66.96		\$34.59		\$42.59		\$65.33		\$81.75		\$26.00				
TOPOGRAPHIC SURVEY																			
Task 1.0 - Trillium																			
Task 1.1	Existing Data Collection		\$0.00	1.0	\$86.67		\$0.00		\$0.00		5.0	\$326.65		\$0.00		\$0.00	6.0	\$413.32	
Task 1.2	Field Surveying		\$0.00		\$0.00		\$0.00		\$0.00	16.0	\$1,045.28	70.0	\$5,722.50		\$0.00	86.0	\$6,767.78		
Task 1.3	Drawing Preparation	0.5	\$55.00	1.5	\$130.01		\$0.00	27.0	\$933.93		\$0.00	10.0	\$653.30		\$0.00	1.0	\$26.00	\$1,798.24	
Task 2.0 - Bruce Beach																			
Task 2.1	Existing Data Collection		\$0.00	1.0	\$86.67		\$0.00		\$0.00		3.0	\$195.99		\$0.00		\$0.00	4.0	\$282.66	
Task 2.2	Field Surveying		\$0.00		\$0.00		\$0.00		\$0.00	8.0	\$522.64	42.0	\$3,433.50		\$0.00	50.0	\$3,956.14		
Task 2.3	Drawing Preparation	0.5	\$55.00	1.5	\$130.01		\$0.00	13.0	\$449.67		\$0.00	6.0	\$391.98		\$0.00	1.0	\$26.00	\$1,052.66	
TOTALS																			
		1.0	\$110.00	5.0	\$433.35	0.0	\$0.00	40.0	\$1,383.60	0.0	\$0.00	48.0	\$3,135.84	112.0	\$9,156.00	2.0	\$52.00	208.0	\$14,270.79

TOTAL PROPOSED FEE

\$20,527.83



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00615

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

APPRAISAL BRUCE BEACH PROPERTY

RECOMMENDATION:

That City Council obtain an appraisal to determine the fair market value of the 44.45 acres of land known as Bruce Beach and report the findings to the City Council at the next Council meeting in December of 2017.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In August of 1980, City Council passed Resolution No. 36-80 which declared the intent of the City Council to cause the development of specified Inner City Properties for the Public Benefit, one of those properties was Bruce Beach.

In September of 1980 the City Council passed Resolution No. 55-80 which created the Community Redevelopment Agency and further dedicated and assigned certain undeveloped and underdeveloped properties identified in Resolution No. 36-80 to the Community Redevelopment Agency for the purpose of promoting, planning, packaging and accomplishing the redevelopment of said properties in accordance with the basic land use intent and methodology set forth in Resolution No. 36-80. Bruce Beach was one of those properties.

In May of 2014, the City entered into a Lease agreement with the Florida Fish and Wildlife Commission for the Lease of the property known as Bruce Beach for the construction of the Gulf Coast Marine Fisheries Hatchery/Enhancement Center at a lease price of \$50 per year.

The intent of this item is to educate the Council and the public as to the fair market value of this property.

PRIOR ACTION:

August 14, 1980 - City Council passed Resolution No. 36-80

September 25, 1980 - City Council passed Resolution No. 55-80

May 12, 2014 - the City entered into a Lease agreement with the Florida Fish and Wildlife Commission

FUNDING:

Budget: \$0

Actual: \$ - Unknown -

FINANCIAL IMPACT:

Cost of an appraisal

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Resolution No. 36-80
- 2) Resolution No. 55-80
- 3) Fish Hatchery Lease

PRESENTATION: No

RESOLUTION
NO. 36-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING THE INTENT OF CITY COUNCIL TO CAUSE THE DEVELOPMENT OF SPECIFIED INNER CITY PROPERTIES FOR THE PUBLIC BENEFIT; SETTING FORTH THE BASIC LAND USE INTENDED FOR SAID INNER CITY PROPERTIES; PROVIDING PRIMARY METHODS OF INVOLVING PRIVATE SECTOR DEVELOPERS AND INVESTORS; PROVIDING FOR THE USE OF THE SITE SPECIFIC ZONING ORDINANCE AS A GUIDE-LINE IN FORMULATING DEVELOPMENT PERFORMANCE STANDARDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola owns, controls or intends to acquire several key properties in the inner city area of the City of Pensacola, which properties are undeveloped or underdeveloped, and which properties are significant in terms of size, location and potential for redevelopment, as described as to general location in Appendix A attached hereto; and

WHEREAS, the City Council of the City of Pensacola intends to cause the redevelopment of said properties for the public benefit; to stimulate economic development, create jobs, generate commerce, remove blight, and relieve conditions of poverty; and

WHEREAS, the City Council recognizes that successful redevelopment must involve partnership between the public sector and the private sector; and

WHEREAS, the City Council desires to set forth the basic land use intent for the said property; to outline the primary alternative procedures for involving private developers and investors in the redevelopment process; and to adopt a guideline for prescribing development standards; NOW, THEREFORE,

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

SECTION 1. That the basic land use intended for the undeveloped and underdeveloped properties as shown in Appendix A shall be as follows:

<u>Property</u>	<u>Intended Use</u>
1. Bruce Beach/Frisco Property	Industrial and Port-related development
2. Baylen Street Pier	Waterfront tourist related development; hotel and supporting facilities (marina, retail, convention and parking facilities)
3. Palafox Street Pier	Mixed waterfront related uses including residential and parking on northern section of pier; retail and public parks on southern section of pier.
4. Pitts Slip	Marina, public park and retail

MICROFILMED

Roll 209 Frame 99

<u>Property</u>	<u>Intended Use</u>
5. Aragon Court Area and Admiral Mason Park Area	Commercial development on the northern two-thirds of Aragon Court area; open space, public uses, flood control area on southern one-third of Aragon Court area
6. I-110 MultiUse Sites	Commercial and industrial development in accordance with the I-110 MultiUse Plan, amended to provide for a Civic Arena and parking on southeastern fourteen (14) acres

SECTION 2. That the three primary methods of involving private sector developers in the development of the aforementioned properties authorized for use are:

1. Issuance and evaluation of formal Requests for Proposals (RFP); selection of strongest development proposed for implementation of project.
2. Issuance of Development Prospectus and Requests for Qualifications (RFQ); selection of most highly qualified developer; negotiation with chosen developer for both planning and implementation of project.
3. Negotiation with known developer for planning and implementation of project.

SECTION 3. That the proposed development be planned and executed according to performance standards formulated using the requirements of the Site Specific Zoning Ordinance of the City of Pensacola as a guideline.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

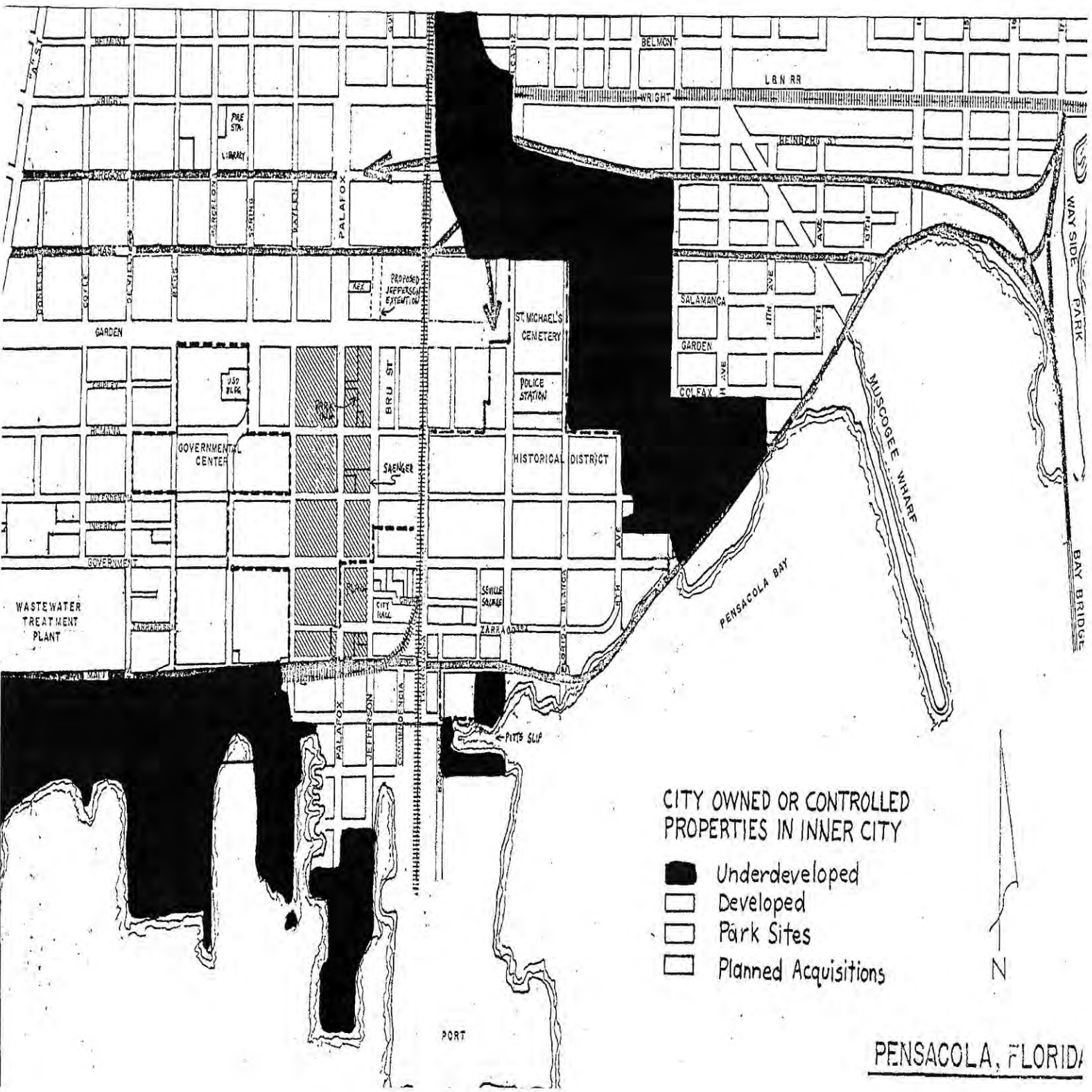
Adopted: August 14, 1980
 Approved: [Signature]
 MAYOR

Attest:

[Signature]
 City Clerk

Legal in form and valid if adopted:

[Signature]
 City Attorney



PENSACOLA, FLORIDA

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is _____ Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper

published at Pensacola in Escambia County, Florida; that the attached

copy of advertisement, being a _____ Notice _____ in the matter of

Resolution No. 36-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

August 22, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this _____ 27th _____

day of _____ August _____, A.D., 1980.

Petty J. Panton

MY COMMISSION EXPIRES OCT. 15, 1981

NOTARY PUBLIC.

RESOLUTION

NOV 1980
TO THE CITY COUNCIL
OF THE CITY OF
PENSACOLA, DE-
CLARING THE IN-
TEREST OF CITY COUN-
CIL TO CAUSE THE
DEVELOPMENT OF
CERTAIN INNER
CITY PROPERTIES
FOR THE PUBLIC
BENEFIT, SETTING
FORTH THE BASIC
LAND USE INTEND-
ED FOR THE USE OF
THE SITE SPECIFIC
ZONING ORDINANCE
AS A GUIDELINE IN
FORMULATING DE-
VELOPMENT PER-
FORMANCE STAND-
ARDS, PROVIDING
AN EFFECTIVE
DATE.

The Resolution establishing the basic land use intended for the undeveloped and underdeveloped properties as outlined in the Resolution and provides three primary methods involving private sector developers in the development of the properties. The Resolution took effect immediately upon adoption by City Council at its meeting on August 14, 1980.

NOTED
Pauline Johns
City Clerk

LEGAL NO. 120 4-T AUG.
22, 1980

RESOLUTION
NO. 55-80

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA PROVIDING FOR THE CREATION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE EXERCISE OF POWERS BY SAID AGENCY; ASSIGNING CERTAIN UNDEVELOPED AND UNDERDEVELOPED PROPERTIES TO THE COMMUNITY REDEVELOPMENT AGENCY FOR REDEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, entitled "Community Redevelopment", the City Council of the City of Pensacola has adopted Resolution No. 54-80; and

WHEREAS, Resolution No. 54-80 finds that the Pensacola Inner City area is a blighted area; and that the rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary in the public interest; and that there exists a need for a Community Redevelopment Agency to function in the City of Pensacola; and that the Pensacola Inner City area is designated a community redevelopment area and is appropriate for community redevelopment projects; and

WHEREAS, the City Council of the City of Pensacola has adopted Resolution No. 36-80 declaring the intent of City Council to cause the development of specified inner city properties for the public benefit; setting forth the basic land use intended for said properties; providing primary methods of involving private sector developers and investors; and providing for the use of the site specific zoning ordinance as a guideline in formulating development performance standards; NOW, THEREFORE,

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

SECTION 1. DEFINITIONS. The definition of terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in this resolution.

SECTION 2. CREATION OF COMMUNITY REDEVELOPMENT AGENCY. Pursuant to Section 163.357, Florida Statutes, the City Council of the City of Pensacola hereby declares itself to be the Community Redevelopment Agency in the City of Pensacola. All rights, powers, duties, privileges, and immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes, are hereby vested in the City Council of the City of Pensacola, subject to all responsibilities and liabilities imposed or incurred.

SECTION 3. EXERCISE OF POWERS.

- A. In the exercise of the rights, powers, duties, privileges, and immunities of a community redevelopment agency, the City Council of the City of Pensacola hereby authorizes, assigns, permits and directs its duly elected or appointed Mayor, Mayor Pro tempore, and City Manager, and all future incumbents to said offices, to be the members of the Executive Committee of the Community Redevelopment Agency and to perform the following functions in accordance with by-laws or procedural rules adopted by majority vote of the three aforementioned officers:

ACROFILMED

ROLL 209 Frame 118

1. Employ any agents or employees, permanent or temporary, as may be required, and determine their qualifications, duties and compensation; subject to the limitations on funding as specified in Section 3(B). The City Manager may assign at his sole discretion employees of the City of Pensacola to provide services required by the Community Redevelopment Agency.
 2. Prepare community redevelopment plans and modifications thereof for community redevelopment projects in designated community redevelopment areas.
 3. Work with private investors, other governmental agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment of City properties identified in Resolution No. 36-80.
 4. Exercise the powers enumerated in Sections 163.370, 163.380 and 163.385, Florida Statutes, except as they may be limited by Section 3(B).
 5. Comply with the reporting requirements and other requirements imposed on community redevelopment agencies by Part III, Chapter 163, Florida Statutes.
- B. The City Council of the City of Pensacola shall have sole power to:
1. Determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a community redevelopment project, and to hold any public hearing required with respect thereto.
 2. Grant final approval to community redevelopment plans and modifications thereof, after receiving recommendation of the Executive Committee.
 3. Authorize the issuance of revenue bonds as set forth in Section 163.385, Florida Statutes.
 4. Approve the acquisition, demolition, removal or disposition of property as provided in Section 163.370, Florida Statutes, and the power to assume the responsibility to bear loss as provided in Section 163.370, Florida Statutes.
 5. Appropriate funds deemed necessary for the administration expense and overhead of the agency.
 6. Establish a Redevelopment Trust Fund as provided in Section 163.387, Florida Statutes.

SECTION 4. REDEVELOPMENT OF CITY CONTROLLED PROPERTY.

The City Council of the City of Pensacola hereby dedicates and assigns certain undeveloped and underdeveloped properties identified in Resolution No. 36-80 to the Community Redevelopment Agency for the purpose of promoting, planning, packaging and accomplishing the redevelopment of said properties in accord-

ance with the basic land use intent and methodology set forth in Resolution No. 36-80 and by means of the enabling provisions of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

Adopted: September 25, 1980

Approved: _____

MAYOR

Attest:

Pauline Johns
City Clerk

Legal in form and valid if
adopted:

Ray Carter
City Attorney

THE PENSACOLA NEWS

PUBLISHED DAILY EXCEPT SATURDAY AND SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida, }
County of Escambia. }

Before the undersigned authority personally appeared _____

Mary Elizabeth Rost

who on oath says that she is _____ Legal Advertising Supervisor

of The Pensacola News, a daily (except Saturday and Sunday) newspaper
published at Pensacola in Escambia County, Florida; that the attached
copy of advertisement, being a _____ Notice _____ in the matter of
RESOLUTION NO. 55-80

_____ in the _____ Court,

was published in said newspaper in the issues of _____

OCTOBER 3, 1980

Affiant further say that the said The Pensacola News is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this _____ 7th

day of _____ Oct. _____, A.D., 1980.

D. J. Rost

NOTARY PUBLIC.

MY COMMISSION EXPIRES _____

RESOLUTION
NO. 55-80

A RESOLUTION
NO. 55-80

A RESOLUTION OF
THE CITY COUNCIL
OF THE CITY OF
PENSACOLA PRO-
VIDING FOR THE
CREATION OF THE
PENSACOLA COM-
MUNITY REDE-
VELOPMENT AGEN-
CY; PROVIDING FOR
THE EXERCISE OF
POWERS BY SAID
AGENCY; ASSIGN-
ING CERTAIN
UNDVELOPED AND
UNDEVELOPED
PROPERTIES TO THE
COMMUNITY REDE-
VELOPMENT AGEN-
CY FOR REDEVELOP-
MENT; PROVIDING
AN EFFECTIVE
DATE.

The Resolution provides for
the creation of the Pensacola
Community Redevelopment
Agency pursuant to Section
143.357, Florida Statutes. The
Resolution took effect immedi-
ately upon passage by City
Council at its meeting on Sep-
tember 25, 1980.

Pauline Jones
City Clerk

LEGAL NO. 1867 1-T OCT. 3,
1980

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on May 12, 2014, by and between THE CITY OF PENSACOLA, FLORIDA ("City"), with a mailing address of 222 West Main Street, Pensacola, Florida 32502 and FISH AND WILDLIFE CONSERVATION COMMISSION ("Commission"), with a mailing address of 620 South Meridian Street, Tallahassee, Florida 32399.

WHEREAS, City agrees to lease to Commission the property detailed in Attachment A ("Premises") for the purposes of building and maintaining the Florida Gulf Coast Marine Fisheries Hatchery/Enhancement Center ("Center"), as further described in Section 12.19 and Section 12.20 of the Deepwater Horizon Oil Spill Natural Resource Damage Assessment Draft Programmatic and Phase III Early Restoration Plan and Draft Early Restoration Programmatic Environmental Impact Statement dated December, 2013 ("Draft Phase III ERP/PEIS") attached hereto as Attachment B and incorporated herein by this reference, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and obligations set forth in this Lease, City and Commission do hereby agree as follows:

Section 1. Recitals. The recitals above are true and correct, are material inducements to entering into this Lease Agreement, and are hereby made a part of this Lease.

Section 2. Leased Premises. City leases to Commission, and Commission leases from City, the Premises consisting of approximately 44.45 acres, legally described as LTS 14 TO 22 DONL NO BLK 44 DONELSON AND 19 ARPENT AND ALL BLKS 61 TO 69 86 87 108 109 127 131 248 WATERFRONT OR 829 P 382 CONSERVATION EASEMENT OR 6417 P 1666 SEC 43/44 T 2S R 30 CA 98, Escambia County Property Appraiser Parcel Identification Number 000S009070014044, as aerially depicted on Attachment A hereto.

Section 3. Development of the Leased Premises. In deciding to enter the Lease, the City has materially relied on the proposed Center and the public waterfront access and public recreation facilities as described in the Draft Phase III ERP/PEIS attached hereto as Attachment B. The Commission shall use the Premises for the sole purpose of creation and operation of the Center and the creation and operation of the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities as contemplated in the Draft Phase III ERP/PEIS. Any improvements on the Premises shall be subject to the development plan review and approval procedures specified for the Waterfront Redevelopment District in the City's land development code. Title to the improvements shall vest with the City upon termination or expiration of the lease. Prior to commencing construction

of any improvements on the Premises, the Commission shall submit to the City for the City's review and prior approval the design of the Center, and the public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities. The Commission shall not construct any additional improvements or alterations or alter or add to any exterior improvements without prior written consent of City.

Section 4. "As-Is" Condition. The Premises are being leased by City to Commission "as is" and City is not obligated whatsoever with regard to development of the Premises, nor development, construction, operation, maintenance or other activities associated with the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or the public recreation facilities. Commission shall make any changes and improvements on the Premises, with prior City review pursuant to this Lease, as is necessary for the creation and operation of the Center, and the additional public waterfront access, public education and outreach respecting marine resources, marine research component, and public recreation facilities on the Premises, including but not limited to removal of debris, contouring of the site to facilitate construction of buildings, ponds, and man-made wetlands, and delineation of protected plant communities on site to ensure their protection during construction. Neither the City, nor the City's officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the City in connection with their use.

Section 5. Term. The term of this Lease ("Term") shall begin on the full execution of this Lease and shall expire thirty (30) years later, unless terminated sooner pursuant to the provisions of this Lease.

Section 6. Rent. During the Term, Commission shall pay to City annual rent in the amount of Fifty Dollars (\$50.00) per year (the "Rent"). The Commission is solely responsible for full and prompt payment of the Rent.

Section 7. Project Costs and Operating Expenses. The Commission shall be responsible for all expenses relating to the development, construction, operation, maintenance, insurance, repair, replacement, and upkeep of the Premises, including any improvements on the Premises, and including, but not limited to such unexpected expenses as cost overruns or remediation, for the full term of Lease.

Section 8. Quiet Enjoyment and Right of Use. Commission shall have the right of ingress and egress to, from and upon the Premises for all purposes necessary to the full quiet enjoyment by Commission of the rights conveyed herein. It is the intent of the Commission to create opportunities for public use of and access to the Premises in partnership with the City, and in furtherance of such the City reserves the right to enter into separate agreements with the Commission to provide waterfront recreational facilities, public education and outreach respecting marine resources, the marine research component, and public access compatible with the Center and permitted use of this Agreement. Parking and traffic management activities will be coordinated with the City, upon mutual agreement of the parties, to ensure appropriate access while minimizing potential negative impacts on the community.

Section 9. Memorandum of Understanding. Additional details regarding the operation of the Center will be addressed in a subsequent memorandum of understanding between the Commission and the City, to be completed prior to operations commencing on the Premises ("Memorandum of Understanding").

Section 10. Unauthorized Use. Commission shall, through its agents and employees, prevent the unauthorized use of the Premises or any use thereof not in conformance with this Lease. Authorized use includes activities related to the creation and operation of the Center, the public waterfront access and public recreation facilities, and associated ponds and wetlands, for the propagation of marine organisms, public education and outreach respecting natural marine resources, and a marine research component to include the Commission partnering in research with governmental, university or non-profit entities for the purpose of maintaining the project as an on-going concern.

Section 11. Right of Inspection. City or its duly authorized agents shall have the right, upon reasonable notice, to inspect the Premises and the works and operations thereon of Commission in any matter pertaining to this Lease.

Section 12. Surrender of Premises. Upon termination or expiration of this Lease, Commission shall surrender the Premises to City. In the event no further use of the Premises or any part thereof is needed by the Commission, the Commission shall notify the City in writing of the Commission's request to release all or any part of the Premises. Such written request shall be made to the City of Pensacola, City Administrator, P.O. Box 12910, Pensacola, Florida 32521, at least six (6) months prior to the release of all or any part of the Premises. Release shall only be valid through execution of a release of lease instrument in the same formality as this Lease. Execution of the release shall be in the mutual discretion of the parties. Upon release of all or any part of the Premises or upon termination or expiration of this Lease, all fixed improvements, including both physical structures and modifications of the Premises, shall become the property of City, unless the City, in the City's sole discretion, determines that best use for the Premises would include removal of the fixed improvements and in such case the Commission shall remove the fixed improvements at the Commission's sole cost and expense within six (6) months. Unless otherwise agreed to by the Commission and the City, removable equipment and removable improvements placed on Premises by Commission, which do not become a permanent part of the Premises will remain the property of Commission to be removed by Commission at the Commission's sole expense upon termination of this Lease, unless the City, in the City's sole discretion, determines that the best use for the Premises would include continuing similar operations that necessitate use of the removable equipment and removable improvements and in such case the Commission shall forfeit the removable equipment and removable improvements to the City at no cost and such shall be deemed as owned by the City.

Section 13. No Assignment. Commission shall not assign or otherwise transfer any of the rights or obligations under this Lease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon, without prior written consent of the City.

Section 14. Subletting. Commission shall not sublease any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. No sublease will release the Commission

from any of Commission's obligations or responsibilities under this Lease.

Section 15. Net Lease. Notwithstanding anything contained herein to the contrary, the parties agree that this Lease shall be construed as a "net lease" whereby the Commission shall be solely responsible for any expense or cost relating to the Premises, this Lease, or the Commission's use of the Premises during the Term of this Lease, including, without limitation: insurance; utilities; repairs, replacement and maintenance; and security requirements.

Section 16. Utilities. The Commission shall be responsible for procuring all utility services including, but not limited to, water service, sewer service, electrical service, gas service, janitorial service, trash removal service, data communication service and telephone service. The Commission shall be responsible for procuring all utility services necessary for Commission's operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing the services. Construction, installation and maintenance of any improvements to utility infrastructure required to support the Commission's operations shall be at the sole cost and expense of the Commission.

Section 17. Environmental Laws. Commission shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy, use and operation of the Premises ("Environmental Laws").

Section 18. Events of Default. Any of the following events shall constitute an "Event of Default" of this Lease by the Commission:

- (i) If the Commission fails to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of ten (10) business days after receipt of written notice from City; or
- (ii) If any act occurs which deprives the Commission permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Center, the public waterfront access, public education and outreach respecting marine resources, marine research component, or public recreation; or
- (iii) If at any time the Commission abandons and ceases to use the Premises for a period of ninety (90) consecutive days, except when such abandonment and cessation is due to *force majeure*; or
- (iv) If at any time the Commission uses or permits the Premises to be used for any purpose which has not been authorized by this Lease; or
- (v) If the Commission uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (vi) If the Commission's interest under this Lease is being modified or altered by any assignment or unauthorized subletting or by operation of law; or
- (vii) Commission's failure to take occupancy of the Premises when same is tendered by City to Commission.

Section 19. Remedies Upon Default. Upon the happening and/or during the continuance of any Event of Default specified above, the City will provide written notice to the Commission identifying the specific Event of Default ("Notice of Default Event"). The Commission shall

have thirty (30) days following receipt of such written notice to correct the Event of Default. If said Default remains and/or is not corrected within this time period, the City may then, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (i) Without initially terminating this Lease, City may reenter and take possession of the Premises, and the Commission shall continue to timely make such payments as required under this Lease. The City may thereafter enter into a sale or new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the City's operation of the Premises or the effective date of the new lease, as applicable, the City shall notify the Commission of such event;
- (ii) The City may immediately terminate this Lease and enter the Premises and exclude the Commission from possession of the Premises, declare all rents, fees, taxes and other charges and amounts which are then due and payable and costs of the City to prepare the Premises for reletting or sale to be immediately due and payable; and
- (iii) The City may take whatever other action at law or in equity that City considers to be necessary or desirable in order to enforce performance and observance of any obligation, agreement or covenant of the Commission under this Lease, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the City shall cause or constitute a default of this Lease or be deemed to constitute an interference with the possession or use of the Premises by the Tenant if made in accordance with the terms of this Lease and applicable law.

Section 20. Performance Schedule. Time is of the essence of this Lease, and in case the Commission shall fail to perform the covenants on its part to be performed at the time fixed for the performance of such respective covenants by the provisions of this Lease, City may declare Tenant to be in default of such Lease and immediately terminate the Lease. Barring any unforeseen delays due to site conditions or Force Majeure as defined in Section 36 below, Commission shall commence construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years following the execution date of this Lease. Should Commission fail to commence construction, or become reasonably aware of the inability to commence construction, on or before three (3) years of the execution date of this Lease, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void. Commission shall complete construction of the Center, the public waterfront access and public recreation facilities no later than three (3) years of the date of commencement of construction. Should Commission fail to complete construction, or become reasonably aware of the inability to complete construction, on or before three (3) years of the date of commencement of construction, the Commission hereby expressly agrees to immediately forfeit all property interests and any rights under this Lease and occupation of the Premises, and the Lease shall be void.

Section 21. Notices. Notices by City and Commission shall be given to each other at the following addresses:

City:

City Administrator
P.O. Box 12910
Pensacola, Florida 32521

Commission:

Fish And Wildlife Conservation Commission
100 Eighth Avenue SE
St. Petersburg, Florida 33701-5020
Attn: Gil McRae, Director, Florida Fish and Wildlife Research Institute

Section 22. Compliance with Laws. Commission agrees that this Lease is contingent upon and subject to Commission obtaining all applicable permits and complying with all applicable local, State or Federal permits, regulations, ordinances, rules and laws.

Section 23. Governing Law. This Lease shall be governed by an interpreted according to the laws of the State of Florida.

Section 24. No Waiver of Breach. The failure of either party to insist in any one or more instances upon strict performance of anyone or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms, and conditions, but the same shall continue in full force and effect, and no waiver of either party of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the waiving party.

Section 25. Authority. Each person executing this Lease on behalf of City and Commission, respectively, warrants and represents that the entity for whom he or she is acting has duly authorized the transactions contemplated herein and the executing this Lease by him or her, and that upon its execution, this Lease shall constitute a valid and binding obligation of the party on whose behalf it is so executed.

Section 26. Insurance. The State of Florida is self-insured for general liability and property insurance.

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

Section 27. Damages. In the event the Premises are damaged or destroyed due to fire, flood, hurricane, force majeure event or other disaster, casualty or cause whether or not due to the fault of Commission, its officers, employees, contractors, agents, or invitees, Commission shall be responsible for all necessary repairs or reconstruction and shall undertake all such repairs or reconstruction as expediently as practical.

Repair, reconstruction or replacement of any and all improvements installed, constructed or placed by or for the benefit of Commission shall be the responsibility of the Commission. Additionally, the City shall have no liability or responsibility for any damage to or loss of any gear, equipment, supplies, materials or other product owned by Commission or being stored at any facility assigned for the use and benefit of the Commission on behalf of a customer, client or invitee of the Commission.

In the event that the Premises should be totally destroyed by fire, hurricane or other casualty, or in the event the Premises should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, either City or Commission may, at its option, by written notice to the other given not more than thirty (30) days after the date of such fire or other casualty, terminate this Lease.

Section 28. No Partnership. The parties hereto agree that the Commission not subject to the direction or control of the City. This Lease shall not be construed so as to establish a joint venture or partnership between the parties hereto.

Section 29. No Individual Liability. No City official, officer, agent, director, employee or representative shall be held contractually or personally liable under this Lease because of any breach of the Lease or operation of the Lease.

Section 30. Permits and Licenses. The Commission shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Lease. The Commission shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained throughout the Term and shall submit copies to the City if requested to do so at no cost to the City.

Section 31. Compliance with Government. The Commission shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Commission for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations.

Section 32. No Third Party Beneficiaries. Nothing in this Lease, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Lease.

Section 33. Entire Agreement. The parties hereto understand and agree that this Lease contains the entire agreement and understanding between the parties for the use of the Premises by the Commission. The parties understand and agree that neither party nor its agents have made any representations or promises with respect to this Lease except as expressly set forth herein;

and that no claim or liability shall arise for any representations or promises not expressly stated in this Lease. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Lease unless otherwise specifically provided herein.

Section 34. Amendments. This Lease may not be altered, changed or amended, except by written instrument signed by both parties hereto in the same formality as the execution of this Lease. No provision of this Lease shall be deemed to have been waived by City, unless such waiver be in writing signed by City and addressed to Commission, nor shall any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of City to insist upon the performance by Commission in strict accordance with the terms hereof. The terms, provisions, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided herein.

Section 35. Counterparts. This Lease may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of each party.

Section 36. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

[remainder of page blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

CITY:

THE CITY OF PENSACOLA

Witnesses:

[Signature]
Print Name: Rebecca Magellan

By: [Signature]
Print Name: Ashton J. Hayward, III
Title: Mayor

ATTEST:

[Signature]
Print Name: Latasha Buchanan

[Signature]
City Clerk

COMMISSION:

FISH AND WILDLIFE CONSERVATION
COMMISSION

Witnesses:

[Signature]
Print Name: Harold Kinsler

By: [Signature]
Print Name: ERIC SUTTON
Title: ASSISTANT EXECUTIVE DIRECTOR

[Signature]
Print Name: Becky Owens

ATTEST:

[Signature]



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Commission Attorney

ATTACHMENT A

PREMISES

ATTACHMENT B

Draft Phase III ERP/PEIS



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00618

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Brian Spencer

SUBJECT:

EXPLORE THE BUY OUT OPTIONS WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE PORT ADMINISTRATION BUILDING, MAINTENANCE BUILDING AND PARKING LOT

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In August of 1999 the City Council approved the Port of Pensacola to enter into a Joint Participation Agreement with FDOT for the construction of a New Port Administration Building, Maintenance Building and Parking Lot.

The result of that agreement provided for an agreement whereby FDOT would provide 50% of the building funding for construction; FDOT provided \$200,000 towards that construction.

As part of that Joint agreement, Section 14.70 - Use and Maintenance of Project Facilities and Equipment, states:

The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

Section 14.80 - Disposal of Project Facilities or Equipment, states:

If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this agreement.

This item provides a mechanism to explore a potential buyout in accordance with Section 14.80 of the agreement.

PRIOR ACTION:

August 26, 1999 - Joint Participation Agreement between FDOT and Port of Pensacola

FUNDING:

Budget: \$0

Actual: \$TBD

FINANCIAL IMPACT:

Cost of the buyout.

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Joint Participation Agreement - FDOT & Port
- 2) City Council Action - November 16, 2000
- 3) City Council Action - November 18, 1999
- 4) City Council Action - November 16, 1995
- 5) City Council Action - September 8, 1994
- 6) City Council Action - July 14, 1994

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

FORM 725-030-06
PUBLIC TRANSP ADMIN
OGC - 05/98
Page 1 of 11

COPY

ITEM-SEGMENT-PHASE-SEQUENCE 227056100503 Contract No: _____	Fund: 010 Function: 639 Federal No: _____ Catalog of Federal Domestic Assistance Number: _____	SAMAS Approp: 088774 SAMAS Obj.: 790004 Org. Code: 55032020327 Vendor No: E596000406001
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THIS AGREEMENT, made and entered into this 30th day of September, 19 99,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and City of Pensacola

hereinafter referred to as the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under _____, Florida Statutes, to enter into this Agreement;

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

1.00 Purpose of Agreement: The purpose of this Agreement is assist in payment for construction of new Administration Building.

and as further described in Exhibit(s) A, B & C attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$400,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$200,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility: Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in paragraph 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding: Front end funding is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage: Retainage is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in paragraph 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under paragraph 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for five years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall provide to the Department audit reports reflecting the use of the funds of the Department, the Agency, and those from any other source with respect to the project as required by Procedure 450-021-001. Audits shall be performed in accordance with generally accepted government auditing standards contained in the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions", issued by the U. S. General Accounting Office and OMB Circulars A-128 or A-133 where applicable. The Agency shall require its auditors to include in their report a schedule of project assistance as described in Exhibit "A", Special Considerations.

7.70 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility.

In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section with an Exhibit "C".

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Three _____ Public Transportation Office 1074 Hwy. 90, Chipley Florida, 32428 _____ its requisition on a form or forms prescribed by the Department, and other data pertaining to the project account (as defined in paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

8.13 For real property acquired, submit;

- (1) the date the Agency acquired the real property,
- (2) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (3) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in paragraphs 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 23, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for the standard commercial

supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, religion, sex, disability and familial status.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA, the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 1999 _____. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary, District Three _____. Expiration of this Agreement will be considered termination of the project and the procedure established in paragraph 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b) will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (904)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

23.00 Public Entity Crime: Pursuant to 287.133(3)(a) F.S. the following is applicable to this agreement. 287.133(2)(a) "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

FINPROJ. NO. 227056100503
Contract No. _____
Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY
Port of Pensacola

FDOT

NAME: Thomas J. Bonfield See attached Encumbrance Form for date of Funding
Thomas J. Bonfield, City Manager Approval by Comptroller
City of Pensacola

BY: Jennifer R. Smith
Jennifer R. Smith

TITLE: Asst City Clerk

LEGAL APPROVAL
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

APPROVED AS TO CONTENT:

Charles W. Porter
Port of Pensacola

TITLE

APPROVED AS TO FORM AND EXECUTION	
BY <u>Jerry Luten</u>	City Attorney
Dated <u>10/11/99</u>	

FINPROJ. NO. 227056100503
CONTRACT NO. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Port of Pensacola _____ dated _____.

PROJECT LOCATION: Port of Pensacola

PROJECT DESCRIPTION: Assist in payment for construction of new Administration Building.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, WPI number and Job number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

FINPROJ. NO. 227056100503
CONTRACT NO. _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Port of Pensacola dated _____.

I. PROJECT COST: \$ 400,000.00

TOTAL PROJECT COST: \$ 400,000.00

II. PARTICIPATION:

Maximum Federal Participation

	(	%) or	\$
Agency Participation			
In-Kind	(	%)	\$
Cash	(	%)	\$ 200,000.00
Other	(	%)	\$

Maximum Department Participation,
Primary

(DS)(DDR)(DIM)(PORT)	(	%) or	\$200,000.00
Federal Reimbursable (DU)(FRA)(DFTA)(		%) or	\$
Local Reimbursable (DL)	(	%) or	\$

TOTAL PROJECT COST \$400,000.00

FINPROJ. NO. 227056100503
CONTRACT NO. _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pensacola

dated _____.

Reference statutes as applicable.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

_____ Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

_____ Fixed Guideway System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

_____ Fixed Guideway System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Other items may be added as required.

Maximum department participation shall not exceed 50% of the non-federal share or total project cost, whichever is less.

REPORT OF CITY COUNCIL ACTION
OFFICE OF THE CITY CLERK



Classification Pay 1
 Subject Administration Bldg
 Location E-48
 Date 08/26/99

Agenda Item: 9D-1

SUBJECT:

**JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA
 DEPARTMENT OF TRANSPORTATION AND THE PORT OF PENSACOLA
 FOR CONSTRUCTION OF A NEW PORT ADMINISTRATION BUILDING**

ORDINANCE # _____

**ACTION
 TAKEN:**



APPROVED
 BY COUNCIL

REFERRED
 COMMITTEE

FIRST
 READING

SECOND
 READING

OTHER _____

COUNCIL MEMBERS	ACTION				COMMITTEE			
	MOT	SEC	YES	NO		ENTER- PRISE	NEIGHBOR- HOOD	ECONOMIC & COMMUNITY
					FINANCE	OPER	SERVICES	DEVELOP- MENT
MIKE DESORBO			✓				VC	.VC
OWEN W EUBANKS			✓		*			
RITA E JONES			✓			*		
HUGH G KING			✓				*	*
JOHN W NOBLES		✓	✓		C			
JOHN A PANYKO				✓	*		*	C
J D SMITH	✓		✓			VC		*
DEBRA THOMPSON			✓			*	*	
MICHAEL C WIGGINS				✓	VC	C		*
MARIE K YOUNG			✓		*	*	C	

C = CHAIRMAN VC = VICE CHAIRMAN * = MEMBER

COPIES: ✓ COUNCIL FILE _____ CITY ATTORNEY _____ OTHER _____

Nov. 1995 *For Admin Bldg* FILE F-48 Part CIP Needs
 OFFICE OF THE CITY CLERK
 REPORT OF CITY COUNCIL ACTION

Agenda Item: 9C--2

Meeting Date: 11/16/95

SUBJECT: ADDITION OF CONSOLIDATION OF PORT ADMIN/OPS OFFICES TO THE PORT OF PENSACOLA FY 1996-1999 CAPITAL IMPROVEMENT PROGRAM.

ORDINANCE # _____

ACTION
TAKEN:

☒ APPROVED
BY COUNCIL

☐ REFERRED
COMMITTEE

☐ FIRST
READING

☐ SECOND
READING

☐ OTHER _____

COMMITTEE				COUNCIL MEMBERS	ACTION			
FINANCE	PUB. ENT.	GOVT. SERVICE	TRANS.		MOTION	SECOND	YES	NO
C				RHETTE ANDERSON			✓	
*	C			MIKE DESORBO			✓	
VC	VC			OWEN W. EUBANKS		✓	✓	
		*	*	RITA E. JONES			<i>Absent</i>	
*		*	C	JOHN W. NOBLES	✓		✓	
*		C		JIMMIE PERKINS			✓	
	*	VC		JOYCE REESE			<i>Absent</i>	
	*		*	J.D. SMITH			✓	
		*	VC	MICHAEL C. WIGGINS			✓	
	*		*	PAUL L. YOUNG			<i>Absent</i>	

C = CHAIRMAN

VC = VICE CHAIRMAN

* = MEMBER

COPIES TO:

☐ CITY ATTORNEY

☐ FINANCE

☒ COUNCIL FILE

☐ OTHER

MICROFILMED

Roll 30 Frame 221.0

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November 13, 1995

Item 9-C

REPORT OF THE TRANSPORTATION COMMITTEE:

Committee Members Present: Nobles, Wiggins, Jones, Smith, and Young

Committee Members Absent: None

1. SUBJECT: WORK DIRECTIVE NO. 9: DEVELOPMENT OF REGIONAL IMPACT (DRI) UPDATE FOR TERMINAL EXPANSION

Reference Material:

Committee Memorandum of November 9, 1995

Recommendation:

That City Council approve Work Directive No. 9 with D&Z Transportation Services in the amount of \$116,110.00 for the Development of Regional Impact Update for Terminal Expansion.

The motion passed unanimously.

2.

SUBJECT: ADDITION OF CONSOLIDATION OF PORT ADMIN/OPS OFFICES TO THE PORT OF PENSACOLA FY 1996-1999 CAPITAL IMPROVEMENT PROGRAM

Reference Material:

Committee Memorandum of November 9, 1995

Recommendation:

That City Council include in the 1995-1999 Port of Pensacola Capital Improvement Program the capital project "CONSOLIDATION OF PORT ADMINISTRATION AND PORT OPERATIONS OFFICES", and authorize the City Manager to proceed with development of specifications for implementation of this capital project in FY 1996.

The motion passed 4-1. Councilmember Jones dissenting.

COMMITTEE MEMORANDUM ITEM #2

COMMITTEE: Transportation
DATE: November 9, 1995
SUBJECT: Addition of CONSOLIDATION OF PORT ADMIN/OPS
OFFICES to the Port of Pensacola FY 1996-1999
Capital Improvement Program

RECOMMENDATION:

That City Council include in the 1995-1999 Port of Pensacola Capital Improvement Program the capital project "CONSOLIDATION OF PORT ADMINISTRATION AND OPERATIONS OFFICES", and authorize the City Manager to proceed with development of specifications for implementation of this capital project in FY 1996.

BACKGROUND:

The referenced capital project was withheld from the list of proposed capital improvement projects voted upon by the City Council on October 27, 1995. The project had been proposed to replace a prior concept for new construction that would have been sited in the midst of Port operations.

Key attributes for the proposal are:

- consolidate staff activities now in three locations
- remove non-cargo Port traffic from Barracks Street
- acquire available office space, most probably in an historic structure
- improve visual treatment of the Port
- provide public meeting space

As noted in the previous recommendation, permanent consolidated office space is required for all managerial activities undertaken at the Port. Currently the administrative and operations staff is situated in three locations: a temporary office building and two separate warehouse offices located on the Port. The new space will provide approximately 4,000 square feet and house twelve people.

City of
Pensacola



Transportation Committee
Addition of CONSOLIDATION OF PORT ADMIN/OPS OFFICES
to the Port of Pensacola FY 1996-1999
Capital Improvement Program
November 9, 1995
Page 2

Total maximum project cost remains \$360,000 which is the amount previously authorized. The current project approach involves utilization of an existing structure or office space rather than wholly new construction. It is also hoped that the total Port office needs can be accommodated in a manner reflecting the Port's ties to the adjacent historic district, perhaps utilizing an existing historic structure. The L&N Terminal on Main Street has been suggested as a possibility.

Benefits include removal of offices to a comparatively isolated area of the Port, reducing traffic/cargo congestion by staff and office traffic, consolidation of Port administrative staff and freeing up developable Port property for cargo purposes where the temporary Port office is now located. This action will relieve traffic congestion on Barracks Street, reducing passenger/cargo vehicle conflicts and providing discreet passenger vehicle routes for commercial port-area visitors to Pitt Slip and the adjacent Harbor Village.

The FSTED matching funds for this project were held for the Port of Pensacola, pending project redefinition and approval by Council. This is a single year/single phase project.

This project satisfies the Port's safety and efficiency criteria for capital projects.

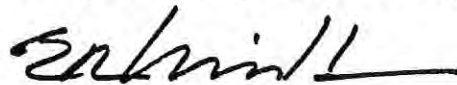
FINANCIAL:

Funding for this project is available from the Florida Seaport Transportation Economic Development Council and from Local Option Sales Tax funds programmed for the Port of Pensacola.

STAFF CONTACT:

Assistant City Manager Robert T. Payne and Port Director Tyler Jones.

Respectfully submitted,



Edmond R. Hinkle
City Manager

OTHER

REPORT OF THE ENTERPRISE OPERATIONS COMMITTEE:
November 15, 1999

ITEM 9-D

Committee Members Present: Wiggins, Smith, Jones, M. Young, & Thompson

Committee Members Absent: None

1. **SUBJECT: MEMORANDUM OF UNDERSTANDING: PORT
REDEVELOPMENT STUDY**

Reference Material:

Committee Memorandum dated November 10, 1999

Recommendation:

That City Council authorize the City Manager to execute the Memorandum of Understanding related to a privately funded redevelopment study of the Port of Pensacola.

The motion passed 4-1. Councilmember Jones dissenting.

-
2. **SUBJECT: AWARD OF BID - PHASE 3 OF THE PORT'S BARRACKS STREET
INTERMODAL EXPANSION PROJECT AND THE PORT
ADMINISTRATION BUILDING**

Reference Material:

Committee Memorandum dated November 10, 1999

Recommendation:

That City Council award the bid for the construction of Phase 3 of the Port's Barracks Street Intermodal Expansion project and the Port Administration Building to Green-Simmons Co., Inc. Pensacola, Florida, the lowest and best responsible bidder meeting specifications in the amount of \$938,000.

The motion passed 4-1. Councilmember Wiggins dissenting.

COMMITTEE MEMORANDUM

ITEM #2

COMMITTEE: Enterprise Operations

FROM: Thomas J. Bonfield, City Manager 

DATE: November 10, 1999

SUBJECT: Award of Bid - Phase 3 of the Port's Barracks Street Intermodal Expansion Project and the Port Administration Building

RECOMMENDATION: That City Council award the bid for the construction of Phase 3 of the Port's Barracks Street Intermodal Expansion project and the Port Administration Building to Green-Simmons Co., Inc., Pensacola, Florida, the lowest and best responsible bidder meeting specifications in the amount of \$938,000.

SUMMARY: Phase 3 is the final phase of the Barrack Street Intermodal Expansion project. This project is designed to relieve current and future congestion on the Port and on adjacent streets, notably Main Street. Phase 3 constructs a Parking Lot, Guard House, and Maintenance Building.

[The base bid of \$915,000 includes Phase 3 construction for \$451,000 and the Administration Building for \$464,000. The added alternate for \$23,000 is for an Iron Fence adjacent to the Parking Lot and Guard House.

PRIOR ACTION: Capital Improvements Schedule - FY 1999/2003 approved by City Council April 29, 1999,
Florida Ports Financing Commission bond funds approved by City Council - August 26, 1999,
Joint Participation Agreement with FSTED for an Administration Building approved by City Council, September 9, 1999
Joint Participation Agreement with FSTED/FDOT for Truck Queuing Area approved by City Council, September 9, 1999

City of
Pensacola



CURRENT ACTION:

FUNDING:

The Base Bid plus Alternate #2 for \$938,00 will be funded by: 7 Year LOST \$473,750; FSTED Bonds \$209,750; FSTED Administration Bldg. JPA \$200,000; and FSTED/FDOT Truck Queuing Area JPA \$54,500

ATTACHMENTS:

- (1) Staff report
- (2) Tabulation of Bids

STAFF CONTACT:

Assistant City Manager Robert T. Payne
Port Director Charles W. Porter

PRESENTATION:

Yes

MEMORANDUM

TO: Thomas J. Bonfield, City Manager

THRU: Robert T. Payne, Assistant City Manager *RTP*

FROM: Charles W. Porter, Port Director *cwp*

DATE: November 10, 1999

SUBJECT: Award of Bid – Phase 3 of the Port's Barracks Street Intermodal Expansion Project and the Port Administration Building

RECOMMENDATION:

That City Council award the bid for construction of Phase 3 of the Port's Barracks Street Intermodal Expansion project and the Port Administration Building to Green-Simmons Co., Inc., Pensacola, Florida, the lowest and best responsible bidder meeting specifications in the amount of \$938,000.

BACKGROUND:

The Barrack Street Intermodal Expansion project is designed to relieve current and future congestion on the Port and on adjacent streets, notably Main Street. This is a three phase project. Phase 1 was the demolition of Warehouse No. 3. Phase 2 was the construction of the Tractor Trailer Queuing Area. Phase 3 constructs a Parking Lot, Guard House, and Maintenance Building. The bid also includes the construction of the Port's Administration Building.

The Port is requesting to award a contract for \$938,000 to Green-Simmons for the base bid plus one alternate. The base bid for \$915,000 includes Phase 3 construction for \$451,000, and the Administration Building for \$464,000. The added alternate for \$23,000 is for an Iron Fence that would be adjacent to the Parking Lot and Guard House.

The total base bid of \$915,000 is \$53,000 under the total amount budgeted of \$968,000 for Phase 3 (\$568,000) and the Administration Building (\$400,000). Specifically, Phase 3 was under budget by \$117,000 and the Administration Building was over budget by \$64,000. The \$64,000 for the Administration Building will be funded from excess Port 7 Year LOST funds of \$111,108 remaining from the Barracks Street Intermodal Expansion project. The Port originally budgeted \$364,000 in LOST funds for the Barracks Street project but only has a need of \$252,892. Therefore, there remains \$111,108 (\$364,000 Budget less \$252,892 needed) in unallocated project LOST funds.

FINANCIAL IMPACT:

A summary of the actual and budgeted amounts for the entire Barracks Street project and the Administration Building is illustrated in Table 1 below –

TABLE 1	Actual/ Bid	LOST	FUNDING		
			FSTED 50% Bonds	FSTED 50% JPA	FSTED 100% JPA
<u>Barracks Street Intermodal</u>					
<u>Phase 1</u>					
Warehouse No. 3 Demolition	\$86,285	\$43,142	\$43,142		
<u>Phase 2</u>					
Truck Queuing Area	\$278,009				\$278,009
<u>Phase 3</u>					
Parking Lot	\$229,000	\$114,500	\$114,500		
Guard House	\$31,500				\$31,500
Maintenance Building	\$190,500	\$95,250	\$95,250		
Subtotal Phase 3	\$451,000	\$209,750	\$209,750		\$31,500
Amounts Budgeted	\$568,000	\$284,000	\$284,000		\$0
Under (Over)	\$117,000	\$74,250	\$74,250		\$31,500
Total Barracks Street	\$815,294	\$252,892	\$252,892		\$309,509
Amounts Budgeted	\$1,098,000	\$364,000	\$364,000		\$370,000
Under (Over)	\$282,706	\$111,108	\$111,108		\$60,491
Administration Building					
	\$464,000	\$264,000		\$200,000	
Amounts Budgeted	\$400,000	\$200,000		\$200,000	
Under (Over)	(\$64,000)	(\$64,000)		\$0	
Totals Barracks St. & Admin. Bldg.	\$1,279,294	\$516,892	\$252,892	\$200,000	\$309,509
Amounts Budgeted	\$1,498,000	\$564,000	\$364,000	\$200,000	\$370,000
Under (Over)	\$218,706	\$47,108	\$111,108	\$0	\$60,491

The Barracks Street Intermodal Expansion and Administration Building projects have been approved (April 29, 1999) as part of the City's 5 Year Capital Improvement Schedule. Funding for the Barracks Street project through FSTED bond proceeds and 7 Year LOST funds was approved by City Council on August 26, 1999. Funding for the Administration Building through a FSTED JPA and 7 Year LOST funds was approved by City Council on September 9, 1999. This JPA provides for 50% matching of expenditures to a maximum of \$200,000. Funding for the Guard House and the Iron Fence will be from a 100% non-matching FSTED/FDOT JPA (JPA approved by City Council on June 18, 1998).

TABULATION OF BIDS

BID NO.: 99-78

TITLE: BARRACKS STREET INTERMODAL PROJECT

OPENING DATE: October 26, 1999	THE	REYNOLDS	JERRY TOLER	LARRY HALL	JACK MOORE	R. D. WARD	W. R.
OPENING TIME: 2:00 PM	GREEN-SIMMONS	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION,	& CO.,	CONSTRUCTION	JOHNSON,
	CO., INC.	CO., INC.	CO., INC.	INC.	INC.	CO., INC.	INC.
DEPARTMENT: PORT	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pace, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL
DESCRIPTION							
Total Base Bid Amount	\$915,000.00	\$915,300.00	\$916,610.00	\$946,000.00	\$986,600.00	\$993,275.00	\$1,004,000.00
Alternate #1 - Tenant Building	\$78,000.00	\$90,000.00	\$81,000.00	\$70,000.00	\$80,000.00	\$88,740.00	\$66,000.00
Alternate #2 - Wrought Iron Fence	\$23,000.00	\$24,000.00	\$29,000.00	\$22,500.00	\$23,500.00	\$38,995.00	\$24,000.00
Alternate #3 - Maintenance Building Additional Bay	\$18,000.00	\$15,200.00	\$22,000.00	\$17,500.00	\$24,100.00	\$20,587.00	\$18,000.00
Attended Prebid	No	Yes	No	Yes	No	No	No
SBE Goal: 15%							
SBE Participation	100%	100%	100%	100%	0%	100%	100%

Nov. 2000 / Port Admin Bldg

site improvements
add'l \$46,900

REPORT OF CITY COUNCIL ACTION
OFFICE OF THE CITY CLERK

Classification _____

Subject _____

Location _____

Date 11/16/2000

Agenda Item: 9D-2

SUBJECT:

EXPANDED SCOPE OF PHASE 3 OF THE PORT'S BARRACKS STREET
INTERMODAL EXPANSION PROJECT AND THE PORT ADMINISTRATION
BUILDING

ORDINANCE # _____

**ACTION
TAKEN:**

☒ APPROVED
BY COUNCIL

REFERRED
COMMITTEE

FIRST
READING

SECOND
READING

☐ OTHER _____

COUNCIL MEMBERS	ACTION				COMMITTEE			
	MOT	SEC	YES	NO		ENTER- PRISE	NEIGHBO R- HOOD	ECONOMIC & COMMUNITY
					FINANCE	OPER	SERVICES	DEVELOP- MENT
MIKE DESORBO			✓				VC	VC
OWEN W EUBANKS			✓		*			
JOHN JERRALDS		✓	✓			*		
HUGH G KING			✓				*	*
JOHN W NOBLES			Absent		C			
JOHN A PANYKO			✓		*		*	C
J D SMITH			✓			VC		*
DEBRA THOMPSON			✓			*	*	
MICHAEL C WIGGINS	✓		✓		VC	C		*
MARIE K YOUNG			✓		*	*	C	

C = CHAIRMAN

VC = VICE CHAIRMAN * = MEMBER

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OTHER

REPORT OF THE ENTERPRISE OPERATIONS COMMITTEE:
November 13, 2000

ITEM 9-D

Committee Members Present: Wiggins, Smith, M. Young, Thompson, & Jerralds

Committee Members Absent: None

1. SUBJECT: EASEMENT: DEPARTMENT OF THE ARMY TO THE CITY OF PENSACOLA

Reference Material:

Committee Memorandum dated November 13, 2000

Recommendation:

That City Council authorize the City Manager to execute a five year easement with the Department of the Army to allow for the continued installation of groundwater monitoring wells on the Army Reserve Center at 1200 College Boulevard.

The motion passed unanimously.

-
2. SUBJECT: EXPANDED SCOPE OF PHASE 3 OF THE PORT'S BARRACKS STREET INTERMODAL EXPANSION PROJECT AND THE PORT ADMINISTRATION

Reference Material:

Committee Memorandum dated November 13,2000

Recommendation:

That City Council approve an expanded scope for Phase 3 of the Port's Barracks Street Intermodal Project and the Port Administration Building, and issuance of a change order to the contract with Green-Simmons Company in an amount not to exceed \$53,610. Further, that City Council approve an additional 5% contingency for the project in an amount not to exceed \$46,900.

The motion passed unanimously.

COMMITTEE MEMORANDUM

ITEM #12

COMMITTEE: Enterprise Operations

FROM: Thomas J. Bonfield, City Manager 

DATE: November 13, 2000

SUBJECT: Expanded Scope of Phase 3 of the Port's Barracks Street Intermodal Expansion Project and the Port Administration Building

RECOMMENDATION: That City Council approve an expanded scope for Phase 3 of the Port's Barracks Street Intermodal Project and the Port Administration Building and issuance of a change order to the contract with Green-Simmons Company in an amount not to exceed \$53,610.

SUMMARY: On November 18, 1999, Council awarded the bid for Phase 3 of the Barracks Street Intermodal Expansion Project and the Port Administration Building to Green-Simmons Co., Inc. This final phase of the Intermodal project is designed to relieve current and future congestion on the Port and on adjacent streets, notably Main Street.

The project is on budget and is proceeding well. This expanded scope will improve the physical appearance on and around the site. This is considered important, as the Port's neighbors are the Historic and Redevelopment districts. Due to the availability of FSTED funds, only \$26,845 in Port Capital is necessary. The additional elements of the work are:

City of
Pensacola



Enterprise Operations Committee

Expanded Scope of Phase 3 of the Port's Barracks Street Intermodal Expansion Project and
The Port Administration Building

November 13, 2000

Page 2

- \$10,050 – Guard House: Fencing
- \$10,130 – Administration Building: Additional Brick, Sidewalk Extension and Electrical Modifications
- \$11,430 – Parking Lot (northern portion): Landscaping, Irrigation, and Sidewalk Extension
- \$22,000 – Parking Lot (southern portion), Guard House and Admin. Building: Landscaping and Irrigation

PRIOR ACTION:

Award of Bid – Phase 3 of the Port's Barracks Street Intermodal Expansion Project and the Port Administration Building approved by City Council - November 18, 1999

CURRENT ACTION:

FUNDING:

The \$53,610 will be funded by: \$26,845 Port Capital Budget; \$10,050 Florida Seaport Transportation and Economic Development Council (FSTED) Grant; and \$16,715 FSTED Bonds. An additional project contingency amount of 5% will be added.

ATTACHMENTS:

(1) Staff report

STAFF CONTACT:

Assistant City Manager, Robert T. Payne and Port Director, Charles W. Porter

PRESENTATION:

None

MEMORANDUM

TO: Thomas J. Bonfield, City Manager

THRU: Robert T. Payne, Assistant City Manager *RTP*

FROM: Charles W. Porter, Port Director *cwp*

DATE: November 9, 2000

SUBJECT: Expanded Scope of Phase 3 of the Port's Barracks Street Intermodal Expansion Project and the Port Administration Building

RECOMMENDATION:

That City Council approve an expanded scope for Phase 3 of the Port's Barracks Street Intermodal Project and the Port Administration Building and issuance of a change order to the contract with Green Simmons Company in an amount not to exceed \$53,160.

BACKGROUND:

On November 18, 1999, Council awarded the bid for Phase 3 of the Barracks Street Intermodal Expansion Project and the Port Administration Building to Green-Simmons Co., Inc., of Pensacola, Florida. Phase 3 is the final phase of the Barrack Street project which is designed to relieve current and future congestion on the Port and on adjacent streets, notably Main Street. This final phase constructs a Parking Lot, Guard House, and Maintenance Building.

The project costs are on budget. The Port is very pleased with the quality of the completed work thus far. Due to project location, the Port is aware of its neighbors – the Historic and Redevelopment districts – and the need to maximize coexistence from a physical appearance standpoint. With this in mind, the expanded scope of work is to improve the physical appearance on and around the site. This is accomplished by additional landscaping, fencing, and brick at highly visible areas. The improved areas are: the corner of Barracks and Main street (at Gulf Power station); the land east of Barracks Street (adjacent to Pitt Slip); the Parking Lot (entrance).

The expanded scope will cost \$53,610. However, due to the availability of Florida Seaport Transportation and Economic Development (FSTED) Council grant and bond funds, only \$26,845 in Port Capital funds will be required. The elements of this work are as follows:

MEMORANDUM:

Thomas J Bonfield, City Manager

November 8, 2000

Page 2

- \$10,050 – Guard House: Fencing (east of Barracks Street/Pitt Slip)
- \$11,430 – Parking Lot (Barracks & Main Street): Landscaping, Irrigation, and Sidewalk Extension
- \$10,130 – Administration Building: Additional Brick, Sidewalk Extension and Electrical Modifications
- \$22,000 – Parking Lot (east of Barracks Street/Pitt Slip; entrance), Guard House and Admin. Building: Landscaping and Irrigation

The existing contract with Green-Simmons currently has a 5% contingency. This contingency has been used for unforeseen items: wet soil causing a foundation redesign for the Administration Building; elevator redesign; stormwater design modifications as required by Florida Department of Environmental Protection; and design modifications in the plumbing for the Maintenance Building to meet the Americans with Disabilities Act (ADA) requirements. An additional 5% project contingency will also be added.

FINANCIAL IMPACT:

Description	Location	Amount	Funding		
			Port Capital	FSTED 100% Grant	FSTED 50% Bonds
Fencing	Guard House/Pitt Slip	\$ 10,050		\$ 10,050	
Landscaping, Irrigation & Sidewalk Extension (near Gulf Power Station)	Parking Lot (corner of Barracks & Main St.)	\$ 11,430	\$ 5,715		\$ 5,715
Additional Brick, Sidewalk Extension and Electrical Modifications	Administration Bldg.	\$ 10,130	\$ 10,130		
Landscaping & Irrigation	Parking Lot (Barracks Street & Pitt Slip; Port entrance)	\$ 22,000	\$ 11,000		\$ 11,000
Subtotal - Expanded Scope		\$ 53,610	\$ 26,845	\$ 10,050	\$ 16,715
Contingency (Additional 5%)		\$ 46,900	\$ 23,450		\$ 23,450
Totals		\$ 100,510	\$ 50,295	\$ 10,050	\$ 40,165

Sept. 1994 *Port Admin. Bldg*
 FILE# F-48 *Administration Building*

OFFICE OF THE CITY CLERK
 REPORT OF CITY COUNCIL ACTION

Agenda Item: #9B-1

Meeting Date : September 8, 1994

Subject: A & E Services Contract Approved/Port Administrative Building

Motion To
 Approve:

COMMITTEE			COUNCIL MEMBERS	ACTION			
FINANCE	COMM. ECON. DEV.	GOVT. SERVICES		MOTION	SECOND	YES	NO
*		C	OWEN W. EUBANKS				
		*	JOAN GILLSON				
	*		C. FLACK LOGAN				
	*		RHETTE ANDERSON		✓		
VC	C		CECIL T. HUNTER	✓			
*	VC		JOYCE REESE				
		*	JIMMIE PERKINS				
*		VC	DOUGLAS L. PROFFITT				
			John W. Nobles				
		*	TOM BANJANIN				

C = CHAIRMAN VC = VICE CHAIRMAN * = MEMBER

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FINANCE ✓

GOVERNMENTAL SERVICES

COMMUNITY/ECONOMIC DEVELOPMENT AGENCY

COUNCIL FILE ✓

Revised 9/9/94

MICROFILMED
 Roll 25 Frame 96

September 6, 1994

Item 9-B

REPORT OF THE COMMUNITY/ECONOMIC DEVELOPMENT COMMITTEE

Committee Members Present: Anderson, Logan, Reese, and Hunter

Committee Members Absent: None

1

SUBJECT: A & E SERVICES CONTRACT APPROVED/PORT ADMINISTRATIVE BUILDING

Reference Material:

Committee Memorandum September 2, 1994

Recommendation:

That City Council approve the Standard Form of Agreement Between Owner and Architect, as amended, between the City of Pensacola and Quina, Grundhoeffler, Royal Architects in the lump sum amount of \$26,700.

The motion passed 3 - 1, with Councilmember Logan dissenting.

2. SUBJECT: TRANSPORTATION IMPROVEMENT PLAN PRIORITIZATION OF PROJECTS

Reference Material:

Committee Memorandum September 2, 1994

Recommendation:

That City Council approve the prioritization of the Airport's capital development projects for the Transportation Improvement Program.

The motion passed unanimously.

COMMITTEE MEMORANDUM

ITEM #1

COMMITTEE: Community/Economic Development
DATE: September 2, 1994
SUBJECT: A & E Services Contract Approved/Port Administrative Building

ISSUE:

At the City Council Meeting held July 14, 1994, Council approved the ranking of A & E firms and authorized the City Manager to negotiate a contract for A & E services for the Port Administrative Building.

The negotiated lump sum fee of \$26,700 is approximately 8% of the anticipated construction budget of \$333,000. The fee has been reviewed by the Director of Engineering and it is recommended for approval by staff. The services to be provided include, but are not limited to, schematic design, design development, construction documents, bidding/negotiation and construction administration for the project. Upon receipt and review of bids, a staff recommendation will be presented to Council for approval to award a construction contract.

ALTERNATIVE:

1. That City Council approve the Standard Form of Agreement Between Owner and Architect, as amended, between the City of Pensacola and Quina Grundhoefer Royal Architects in the lump sum amount of \$26,700.
2. That City Council reject the contract and instruct the City Manager to negotiate a contract with the second ranked firm.
3. That City Council take no action.

POLICY IMPLICATIONS:

The construction and operation of Port facilities is consistent with the Goals, Policies and Objectives contained in the Pensacola Comprehensive Plan.

FINANCIAL IMPACT:

The Architectural & Engineering contract expense is fixed at \$26,700. The City has executed a Joint Participation Agreement with the Florida Department of Transportation to provide grant funding under the Florida Seaport Transportation and Economic Development Trust Fund program in the amount of \$180,000. Local Option Sales Tax funding has been identified as the source for the \$180,000 contribution by the City for a total project budget of \$360,000.

City of
Pensacola



Community/Economic Development
A & E Services Contract Approved/Port Administrative Building
September , 1994
Page 2

ECONOMIC DEVELOPMENT IMPACT:

Numerous construction jobs and related spending in the local area will be generated. Upon completion, the facility will accommodate the Port administration and operations staff.

STAFF CONTACT:

Assistant City Manager Robert Payne, Director of Marine Operations David Schaller, and Director of Engineering Hans Felix.

RECOMMENDATION:

That City Council approve the Standard Form of Agreement Between Owner and Architect, as amended, between the City of Pensacola and Quina Grundhoefer Royal Architects in the lump sum amount of \$26,700.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Edmond R. Hinkle", with a long horizontal line extending to the right.

Edmond R. Hinkle
City Manager

July 1994

FILE#

F-48

Joint Participati
Agreement

OFFICE OF THE CITY CLERK
REPORT OF CITY COUNCIL ACTION

Agenda Item: #9B-3

Meeting Date : July 14, 1994

Subject: Ranking of A & E Firms: Port Administration Building

Motion To
Approve:

COMMITTEE			COUNCIL MEMBERS	ACTION			
FINANCE	COMM. ECON. DEV.	GOVT. SERVICES		MOTION	SECOND	YES	NO
*		C	OWEN W. EUBANKS			✓	
		*	JOAN GILLSON		✓	✓	
	*		C. FLACK LOGAN			✓	
	*		RHETTE ANDERSON			✓	
VC	C		CECIL T. HUNTER	✓		✓	
*	VC		JOYCE REESE			✓	
		*	JIMMIE PERKINS			✓	
*		VC	DOUGLAS L. PROFFITT			Absent	
C	*		JOHN FOGG			✓	
		*	TOM BANJANIN			✓	

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FINANCE

GOVERNMENTAL SERVICES

COMMUNITY/ECONOMIC DEVELOPMENT AGENCY

COUNCIL FILE ✓

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Roll 24 Frame 122

3. SUBJECT: RANKING OF A & E FIRMS: PORT ADMINISTRATION BUILDING

Reference Material:

Committee Memorandum of July 8, 1994

Recommendation:

That City Council approve the ranking of firms for A & E services for the Port Administration Building and authorize the City Manager to begin negotiations with the number one ranked firm. If the negotiations with the number one ranked firm are unsuccessful, then to initiate negotiations with the number two firm and if necessary, with the number three ranked firm.

The motion passed 4-1. Councilman Logan dissenting.

4. SUBJECT: FENDER SYSTEM REPAIRS

Reference Material:

Committee Memorandum of July 8, 1994

Recommendation:

That City Council appropriate \$70,101 from the Local Option Sales Tax (LOST) fund to be added to the Fender System Repair budget.

The motion passed unanimously.

COMMITTEE MEMORANDUM · ITEM #3

COMMITTEE: Community/Economic Development

DATE: July 8, 1994

SUBJECT: Ranking of A & E Firms:
Port Administration Building

ISSUE:

Attached for information is a copy of a committee memorandum recommending the ranking of architectural and engineering firms for services related to the construction of a Port Administration Building. The Council referred the subject to committee pending the results of the General Cargo Market Demand Study. All of the information contained in the attached memorandum is pertinent today.

Mercer Management Consulting has recommended the provision of a new Port Administration Building at the Port facility as part of its comprehensive list of recommendations contained in the General Cargo Market Demand Study.

Council approval of the staff recommendation will authorize the City Manager to negotiate a contract for architectural and engineering services. The contract negotiated will be returned to Council for approval prior to the time any services are rendered.

The Council has previously approved a Joint Participation Agreement to provide funding for one half of the cost of the building up to \$180,000. The other one half funding is allocated in the Local Option Sales Tax Fund. The construction project must be under contract by December 31, 1994 or the State funding opportunity will expire. It is anticipated that the process to award of contract for construction will take approximately four months.

ALTERNATIVES:

1. That City Council approve the ranking of firms for A & E services for the Port Administration Building and authorize the City Manager to begin negotiations with the number one ranked firm. If the negotiations with the number one ranked firm are unsuccessful, then to initiate negotiations with the number two firm and if necessary, with the number three ranked firm.
2. That City Council reject the ranking and request new proposals.
3. That City Council take no action.



Community/Economic Development
Ranking of A & E Firms: Port Administration Building
July 8, 1994
Page Two

POLICY IMPLICATIONS:

The City Council has previously approved the Port Administration Building Project for the use of Local Option Sales Tax Funds (LOST). This policy determination was made after a review and prioritization process used to identify those projects important enough to the City of be eligible for Sales Tax Funding.

FINANCIAL IMPACT:

Initial funding for this project in the amount of \$180,000 is available in the L.O.S.T. fund with matching funds available from the State of Florida pursuant to an approved Joint Participation Agreement.

ECONOMIC DEVELOPMENT IMPACT:

Construction of this project will enhance efficiency and reduce costs at the Port by combining Administrative and Operational staffs. The relocation of the Port Administrative Staff will make available needed office space in City Hall for other purposes. Additionally, this project will enhance the value of Port property and serve as a revenue generating asset to improve Port earnings.

STAFF CONTACT:

Assistant City Manager Robert Payne; Director of Marine Operations David Schaller and Director of Finance Jim Marling.

RECOMMENDATION:

That City Council approve the ranking of firms for A & E services for the Port Administration Building and authorize the City Manager to begin negotiations with the number one ranked firm. If the negotiations with the number one ranked firm are unsuccessful, then to initiate negotiations with the number two firm and if necessary, with the number three ranked firm.

Respectfully submitted,



Edmond R. Hinkle
Interim City Manager

FILE # F-48

OFFICE OF THE CITY CLERK
REPORT OF CITY COUNCIL ACTION

Agenda Item: # 8B-5

Meeting Date: December 16, 1993

Subject: Ranking of A & E Firms: Port Administration Building

Motion
To
Approve: Tabled until General Cargo Market Demand Analysis is
completed.

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CITY ATTORNEY

FINANCE

GOVERNMENTAL SERVICES

COMMUNITY/ECONOMIC
DEVELOPMENT

COMMUNITY REDEVELOPMENT
AGENCY

COUNCIL FILE ✓

Revised 6/17/93

COMMITTEE			COUNCIL MEMBERS	ACTION			
FINANCE	COMMUNITY/ ECONOMIC DEVELOPMENT	GOVERNMENTAL SERVICES		MOTION	SECOND	YES	NO
*		C	OWEN W. EUBANKS				✓
		*	JOAN GILLSON		✓	✓	
	*		C. FLACK LOGAN			✓	
	*		RHETTE ANDERSON			✓	
VC	C		CECIL T. HUNTER				✓
*	VC		JOYCE REESE			✓	
		*	JIMMIE PERKINS	<i>Absent</i>			
*		VC	DOUGLAS L. PROFFITT			✓	
C	*		JOHN FOGG				✓
		*	TOM BANJANIN	✓		✓	

C = CHAIRMAN
VC = VICE CHAIRMAN
* = MEMBER

5. SUBJECT: RANKING OF A & E FIRMS: PORT ADMINISTRATION BUILDING

Reference Material:

Committee Memorandum December 10, 1993

Recommendation:

That City Council approve the ranking of firms for A & E services for the Port Administration Building and authorize the City Manager to begin negotiations with the number one ranked firm. If the negotiations with the number one ranked firm are unsuccessful, then to initiate negotiations with the number two firm and if necessary, with the number three ranked firm.

The motion passed 4-1. Councilman Logan dissenting.

-
6. SUBJECT: CONSENT TO ASSIGNMENT OF CONSULTING SERVICES

Reference Material:

Committee Memorandum December 10, 1993

Recommendation:

That City Council approve the assignment of the Agreement For Professional Services from Peat Marwick to Leigh Fisher Associates.

The motion passed unanimously.

COMMITTEE MEMORANDUM

Item #5

COMMITTEE: Community/ Economic Development
DATE: December 10, 1993
SUBJECT: Ranking of A & E Firms: Port Administration Building

ISSUE:

In response to a request for proposals, six firms submitted credentials to furnish architectural and engineering services for the proposed administration building at the Port of Pensacola. The six firms responding to the Request for Proposals were:

Baskerville-Donovan Engineers
Bullock-Tice Associates
Caldwell Associates
McCall and Associates
Quinna, Grundhoefer, Royal Architects
Volkert and Associates

The A & E Review Committee consisted of Councilman Rhetta Anderson, Assistant Engineering Director Al Garza, Assistant Planning Director Leo Doidge and Assistant Director of Marine Operations Jim Avery. Prior to the A & E review committee meeting, Baskerville-Donovan withdrew from consideration due to a heavy work load and Caldwell and Associates declined to make a presentation to the committee.

After the firms' presentations the committee short listed the six firms to three for a finalized recommended ranking to the City Manager for presentation to Council.

The City Manager recommends the ranking of the firms as presented below:

- 1) Quinna, Grundhoefer, Royal Architects
- 2) Bullock-Tice Associates
- 3) McCall and Associates

ALTERNATIVES:

1. That City Council approve the ranking of firms for A & E services for the Port Administration Building and authorize the City Manager to begin negotiations with the number one ranked firm. If the negotiations with the number one ranked firm are unsuccessful, then to initiate negotiations with the number two firm and if necessary, with the number three ranked firm.
2. That City Council reject the ranking and request new proposals.
3. That City Council take no action.

City of
Pensacola



Community/Economic Development
Ranking of A & E Firms: Port Administration Building
December 10, 1993
Page Two

POLICY IMPLICATIONS:

The City Council has previously approved the Port administration building project for the use of Local Option Sales Tax Funds (LOST). This policy determination was made after a review and prioritization process used to identify those projects important enough to the City to be eligible for Sales Tax funding.

FINANCIAL IMPACT:

Initial funding for this project in the amount of \$180,000 is available in the L.O.S.T. fund with matching funds available from the State of Florida pursuant to our approved Joint Participation Agreement.

ECONOMIC DEVELOPMENT IMPACT:

Construction of this project will enhance efficiency and reduce costs at the Port by combining Administrative and Operational staffs. The relocation of the Port Administrative Staff will make available needed office space in City Hall for other purposes. Additionally, this project will enhance the value of Port property and serve as a revenue generating asset to improve port earnings.

STAFF CONTACT:

Assistant City Manager Robert Payne; Director of Marine Operations David Schaller and Director of Finance Jim Marling.

RECOMMENDATION:

That City Council approve the ranking of firms for A & E services for the Port Administration Building and authorize the City Manager to begin negotiations with the number one ranked firm. If the negotiations with the number one ranked firm are unsuccessful, then to initiate negotiations with the number two firm and if necessary, with the number three ranked firm.

Respectfully submitted,

Rodney L. Kendig
Rodney L. Kendig
City Manager



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00620

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

REFERRAL TO PLANNING BOARD - LAND DEVELOPMENT CODE AMENDMENT TO SECTION 12-2-22 - GOVERNMENTAL CENTER DISTRICT

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Land Development Code (LDC) is the principal means of planning and regulating the development and redevelopment of land in the City. The LDC was adopted by City Council in its present form in 1991 pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act. From time to time, it is necessary to amend the LDC to provide consistency with the Comprehensive Plan and to respond to community concerns, legal considerations, and changes in development patterns and planning techniques. One of the overlay districts currently contained in the Land Development Code is the Governmental Center District.

The Governmental Center District was created on February 22, 1979 upon the passage of Ordinance No. 04-79 by City Council. It was created as a special district intended to provide for the redevelopment of a centralized area for government related land use and to encourage a coordinated architectural character within the district. The district functions as an overlay district on top of underlying zoning requirements. The Pensacola-Escambia Governmental Center Authority was created as an agency of the City of Pensacola and Escambia County pursuant to Chapter 2001-328, Laws of Florida; with the purpose to acquire, construct, improve, operate, maintain and manage a governmental center complex for the use and occupancy by the City of Pensacola, Escambia County, their agencies and departments, and other governmental agencies and departments. Florida House Bill 0827, which went into effect on January 2, 2004, repealed Chapter 2001-328, Laws of Florida, and thereby abolished the Pensacola-Escambia Governmental Center Authority. Title to all assets and liabilities were transferred to the City of Pensacola and Escambia County. The Governmental Center complex has been constructed as planned and the Governmental Center Authority has been abolished by the State Legislature. This renders the Governmental Center District obsolete as its purpose of redeveloping a centralized area for

government related land use has been fulfilled.

In recent months, concerns have been raised over the lack of clear, enforceable regulations in the Governmental Center District. At a Special Meeting of City Council held on May 11, 2017, a decision of the Architectural Review Board was overturned by Council due to this fact.

The new redevelopment district would replace the Governmental Center District providing for a process and oversight over residential and commercial development in order to provide for maintaining the architectural character of the district as development moves westward.

The use of the previously proposed Maritime Development District, with modifications, and including the UWF Historic Trust recommendations from the recently completed survey/assessment of the district, will provide for continued growth and development while maintaining the historic and architectural character of the area.

During Planning Board review and recommendation, consideration should be given to preserving the areas historic character, creating clear boundaries for the new district which are not inclusive of areas covered by other overlay districts and providing for a review process that is consistent with the current Land Development Code. The document should also include clear guidelines of acceptability within the district to allow for transparency to property owners as well as potential developers.

This item will refer this matter to the Planning Board for review and recommendation.

PRIOR ACTION:

October 13, 2016 - City Council referred to Planning Board for consideration and recommendation a proposed amendment to Section 12-2-22 of the Land Development Code removing the Government Center District.

July 14, 2016 - Item Pulled by Sponsor during discussion.

February 22, 1979 - Governmental Center Authority Created by Ordinance No. 04-79

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Proposed Amendment- MRD Overlay-October 2017
- 2) Final GCD Presentation - August 10, 2017

PRESENTATION: No

Sec. 12-2-22. - ~~Governmental center district.~~ Maritime Redevelopment District

(A) *Purpose of district.* The purpose for the establishment of this overlay district is to ~~provide the~~ promote and encourage redevelopment of a centralized area for government related land use; of the existing urban commercial areas and neighborhoods surrounding the Community Maritime Park and to encourage a coordinated architectural character within the district. The additional objectives of this district are to provide a mixture of residential, office and commercial uses that complement the residential and mixed-use character of the district; encourage quality redevelopment and the renovation of existing structures; promote multimodal transportation and create high-quality urban streetscapes by using buildings, sidewalks, and street trees to form a pleasant, convenient and safe environment designed for pedestrians, bicyclists, public transit, and automobiles; and to promote retail and office uses that serve the surrounding neighborhoods and enhance the existing commercial areas and the Community Maritime Park.

(1) Definitions.

- (a) Awning: An architectural projection roofed with material supported entirely from the exterior wall of a building.
- (b) Colonnade or Arcade: A covered, open-air walkway at standard sidewalk level attached to or integral with the building frontage; the structure overhead is supported architecturally by columns or arches along the sidewalk.
- (c) Glazing: The design and placement of windows and entrances with clear glass in a building facade.
- (d) Stoop: A small platform, entrance stairway at a house door, or both, covered by a secondary roof or awning. The stoop projects from the primary building plane.
- (e) Principal Streets: Those portions of Government Street, Spring Street, Main Street, A Street, Garden Street and Reus Street within the District.

(B) *Procedure for review and approval of plans.*

(1) *Submission of plans.* Every application for a building permit to erect, construct, renovate and/or alter an exterior of a building, or sign, located or to be located in the district shall be accompanied by plans for the proposed work. As used herein, "plans" shall mean drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building or sign, (both before and after the proposed work is done in the cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies, screening and other appurtenances. Such plans shall be promptly forwarded by the building official to the architectural review board. The building official or his designee shall serve as secretary to the board.

(2) Review and approval by the architectural review board. All such plans shall be subject to review and approval by the architectural review board as established in section 12-13-2 3 and in accordance with the provisions of section 12-2-10(A)(4)(a) through (c), applicable to the historic zoning districts. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, emergency repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board. ~~, provided, however such abbreviated review process shall require review by the director of the downtown improvement board and the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to an abbreviated review by the board designee, director of the downtown improvement board, Historic Pensacola Preservation Board staff and secretary to the architectural review board then the matter will be referred to the full board for a decision.~~

(3) Notification and building permit. ~~Upon receiving the order of the board, the board's secretary shall thereupon notify the applicant of the board's decision.~~ If the board approves the plans, and if all other requirements of the city have been met, the building official shall issue a permit for the proposed building or sign. If the board disapproves the plans, the building official shall not issue such permit. ~~In a case where the board disapproves the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, and may at the discretion of t~~ The board may include recommendations for changes necessary to be made before the board will reconsider the plans.

(4) Failure to review plans. If no action upon plans submitted to the board has been taken at the expiration of thirty-one (31) days from the date of submission of the application for a building permit and required plans to the board, such plans shall be deemed to have been approved, and if all other requirements of the city have been met, the building official shall issue a permit for the proposed building or sign.

(C) Decisions. Every decision of the board, in their review of plans for building or signs located or to be located in the district shall be in the form of a written order stating the finding of the board, its decision and the reasons therefore. The board may at its discretion make recommendations for changes necessary to be made before the plans will be reconsidered. If recommendations for changes are made by the board, they may be general in scope and compliance with them shall only qualify the plans for reconsideration by the board but compliance with recommendations shall not bind or stop the board from disapproving the plans under reconsideration.

(a) ~~Proposed plans shall be approved unless the board finds that the proposed erection, construction, renovation and/or alteration is not compatible with the built environment of the governmental center district.~~

(b) ~~The board shall not consider interior design or plan. The board shall not exercise any control over land use, such as is governed by the city's zoning ordinance, Chapters 12-2 and 12-3 hereof, or over construction, such as is governed by the city's building codes.~~

~~(c) — Plans for proposed new or altered signs shall be approved unless the board finds that the sign is inconsistent with the theme and character of the district, or that such sign does not comply with the requirements of the code or with any of the following provisions:~~

~~1. — The board may adopt and promulgate rules and regulations controlling the number and size of signs, their heights and materials, relating such rules to the number of square feet served, frontage, and type of business. Such rules and regulations shall be subject to review and approval by the city council.~~

~~2. — Within the governmental center district, roof signs, flashing and/or rotating signs, and signs protruding into or overhanging the public right of way are hereby prohibited except as set forth herein.~~

~~3. — Signs existing prior to February 22, 1979, may remain until the business for which the sign was erected ceases to do business at that location or until the property on which such sign is located is acquired for a public purpose, which ever shall first occur.~~

~~4. — On application to the approval of the board, rules relating to the number and size of signs may be waived for grand openings, special sales, going out of business sales, and similar occasions when consistent with the city code.~~

(C) Regulations and guidelines for any development within the District. In addition to the Design Standards and Guidelines contained in Section 12-2-82 of this Chapter, the following requirements shall apply. These regulations and guidelines are intended to address the design and construction of elements common to any development within the District. Infill development in the District shall follow principles of good urban design and form, not suburban form. Except where specific approval is granted by Architectural Review Board due to unique and peculiar circumstances or needs resulting from the use, size, configuration, or location of a site, requiring the modification of the regulations set forth below, the regulations shall be as follows:

(1) Building relationship to the street.

(a) All non-residential buildings shall have a main entrance facing the street, and first floor multi-family units shall have an individual entrance on the street.

(b) The length of street-fronting facade without an intervening entrance shall not exceed 150 feet. Additionally, blank walls shall not exceed a length of fifty (50) feet, or twenty (20) percent of the length of the building facing the street, whichever is less, and receive design treatment to increase pedestrian comfort and interest.

(c) Sidewalk connections to the public sidewalk must be provided from all main building entrances that face the street. These connections shall provide at least 5 feet of unobstructed width and be aligned to minimize walking distance.

(d) Front porches for multi-family uses.

a. Residential units on the first floor along a street shall have individual front porches.

- b. Front porches shall have a minimum surface area of 25 square feet with a minimum depth of 5 feet and a minimum width of 5 feet.
 - c. Front porches shall be open and not air conditioned.
 - d. Front porches may only be screened where they are located behind the build-to line.
- (f) Articulation of stories. The area between the first and second building floors along all street frontages shall be architecturally delineated.
- (g) Buildings shall define primary street edges with parking located to the rear of the building; parking may be conditionally located to the side of buildings on secondary streets with Architectural Review Board approval.
- (h) Developments shall contribute to the pedestrian urban experience with buildings fronting streets, build-to-lines of 10' being complied with per the Dense Business Area requirements, sidewalks, commercial storefronts or residential stoops and details such as awnings, canopies and arcades and create active, urban street edges with commercial storefronts, and residential stoops and porches fronting streets and sidewalks.
- (2) First floor uses.
 - (a) Principal streets: first-story uses with street frontage shall ~~be only~~ include but not be limited to retail, restaurants, office, institutional, or residential.
 - (b) Outdoor seating may encroach into the adjacent sidewalk provided that a minimum clear width of 5' is maintained for pedestrian access and the business shall provide the City with proof of insurance for the subject area.
 - (c) Balconies, marquees, projecting signs, and awnings may encroach into the sidewalk zone up to a distance of half the required sidewalk dimension, provided that they are at least 9' above the grade of the sidewalk.
- (3) Walls, Fences and Mechanical Equipment.
 - (a) Fences made of chain-link (wholly or in part) are prohibited. Where an existing chain-link fence needs repair, if less than 50% is being replaced, the fence may be repaired with chain-link. If greater than 50% is being replaced, the fence shall not be chain-link.
 - (b) Mechanical equipment shall not be permitted between any building and Principal streets.
 - (c) Screening that exceeds the height of the equipment shall be required if the equipment is visible from the street or adjacent properties.
 - (d) Certain elements of the building shall not be considered as mechanical equipment, such as rain barrels or cisterns but shall be designed as part of the building and with the same materials and colors, and shall not require screening.

(e) Chiller Plants and similar utility structures shall not be permitted between any building and Principal street. Opaque walls a minimum of six feet in height shall be provided between the chiller and a private or public street.

(f) Rooftop mechanical equipment. All rooftop mechanical equipment shall be screened from public view from both above and below by integrating it into building and roof design.

(g) Utilities and service areas. Building sites shall locate service elements like trash dumpsters, loading docks and mechanical equipment away from the street front and pedestrian routes. These areas shall be screened from public view.

(g) (h) All telephones, vending machines, or any facilities dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building(s). All exterior forms, attached or not to buildings shall be in conformity to and secondary to the building. They shall be designed and located to be an asset to the aesthetics of the site and to the District.

(3) Signs. Sign Regulations in Chapter 12-4 and the following additional regulations shall apply within the District:

(a) Signs shall generally be externally lit. but internally lit signs may be allowed by the Planning Board. Internally illuminated signs shall be prohibited.

(a) Signs shall be externally lit. Internally lit signs shall only be permitted with Planning Board approval of a waiver.

(b) Finish materials shall consist of the following:

1. Wood: painted and natural
2. Metal: painted or unpainted
3. Painted or rubberized canvas
4. Strip lighting with the appearance of neon (including individual channel letter signs that are internally illuminated and may have plastic faces)
5. Engraving directly on the façade surface
6. Wood like materials
7. Lettering on transparent windows or doors
8. Vinyl lettering with a painted appearance

(4) Redevelopment opportunities, such as the ECUA site will present transformative opportunities for the District. The Urban Core CRA Plan proposes a high density build out scenario totaling 1,535 residential units on the subject property and other adjacent property owned by the City of Pensacola which is in line with Zimmerman/Volk's residential. Higher density development patterns are desirable for this property and elsewhere in the District. Density bonuses as authorized by the City's Comprehensive Plan will be available for developments that conform with the recommendations contained in the Urban Core CRA Plan. Density bonuses as authorized by Section 12-2-80 will be available for developments that conform with the recommendations contained in the Urban Core CRA Plan.

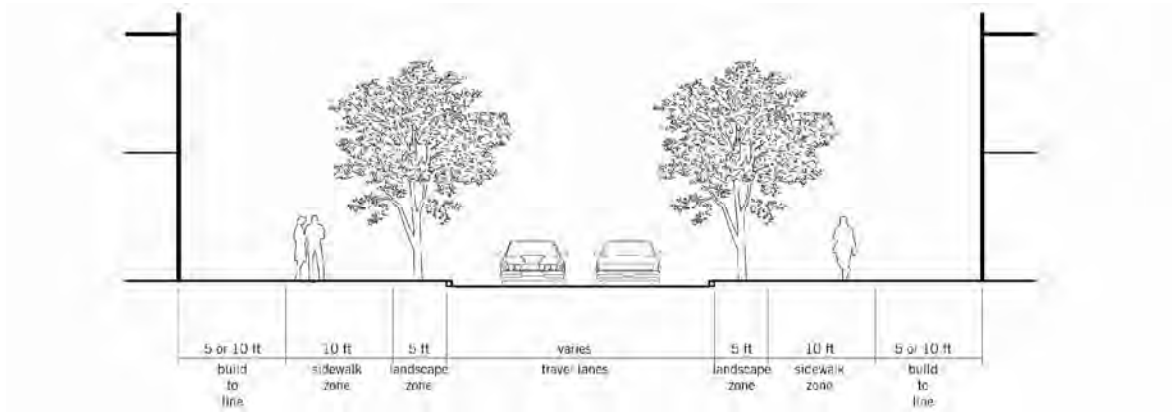


(D) Disqualification of member from voting. Any member of the board who shall be employed to design or construct a building or who shall have any proprietary tenancy or personal interest in such building requiring approval of plans by the board shall be disqualified from voting thereon.

(E) Procedure for review of Architectural Review Board decisions. Any person or entity whose property interests are substantially affected by a decision of the Planning Board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.—Any person or entity whose property interests are substantially affected by a decision of the board may within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

~~(E)~~(F) Boundaries of the district. The boundaries of the governmental-center district shall be as outlined on Map 12-2.2. **(Yet to be determined)**

(Ord. No. 45-96, § 5, 9-12-96)



Governmental Center Survey & Findings

...

UWF Historic Trust
August 10, 2017

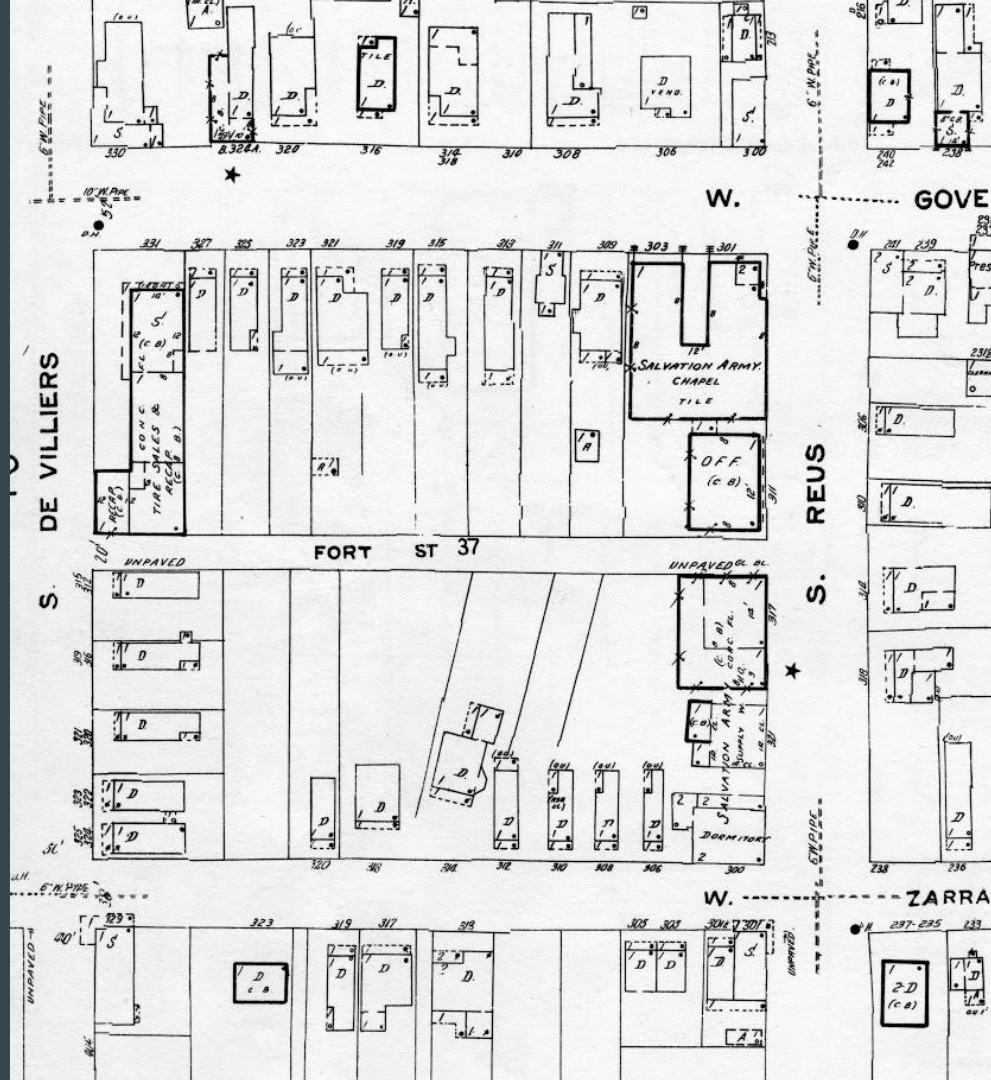
Introduction

- UWF Historic Trust Project Team
 - Ross Pristera, Historic Preservationist
 - Laurie Kraus-Landry, Preservation Intern
 - Jessica Stevenson, Preservation Intern
 - Gabe Curran, City Planning Intern
- Funding Sources
 - UWF Historic Trust
 - Council Discretionary Fund
 - Volunteer
- Project
 - Governmental Center District (GCD)
 - Proposed Maritime Redevelopment District
 - First major re-survey of a review district
 - Started March 2017



Original Scope of Work

- Re-survey the GCD
- Research history, architecture, and urban planning
- Recommend Guidelines for the GCD

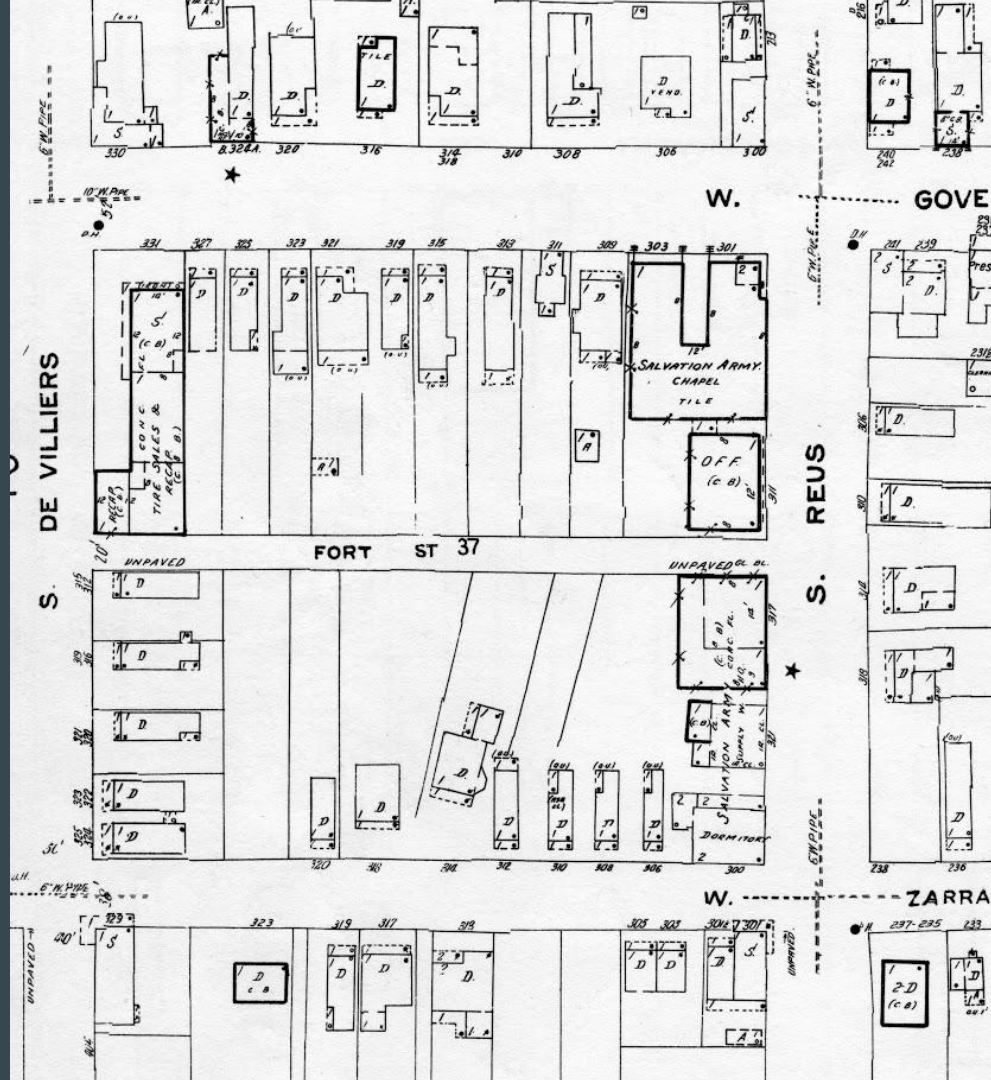


Original Scope of Work

- Re-survey the GCD
- Research history, architecture, and urban planning
- Recommend Guidelines for the GCD

Expanded Scope of Work

- Survey the proposed Maritime Redevelopment District (MRD)
- Determine if proposed MRD is appropriate to replace the GCD
- Recommendations based on survey



History of the GCD

Tanyard

- Early industrial center
- Residential development in the late 19th & early 20th centuries
---W. Intendencia, S. Devilliers
- Shotgun houses and small cottages
- Mixed neighborhood of African-American, white, and creole population

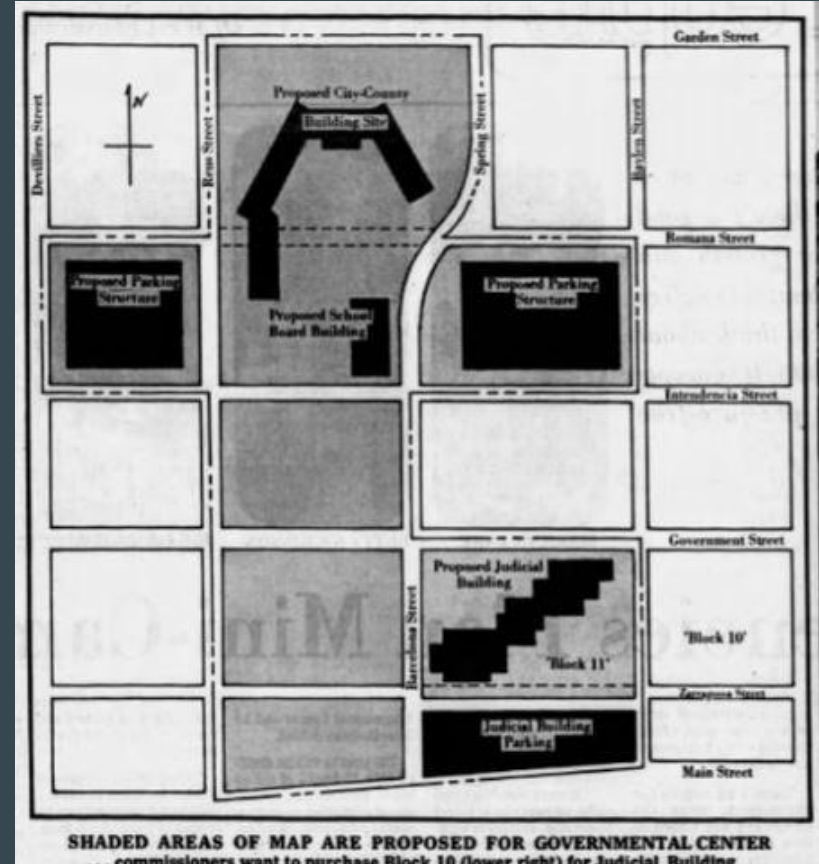


History of the GCD

- 1969: Creation of Governmental Center Authority (GCA)
 - GCA empowered to acquire land, construct buildings, & rent/lease buildings
 - Governmental Center Complex to provide consolidation of government services
 - GCD will be a “center of pride and functional beauty for the city and county residents.”

City, County to Settle On Bill for Complex

The Pensacola City Council is scheduled to meet with Escambia commissioners at 4 members of the Legislature and the two local governing bodies.



History of the GCD

- 1970's: Destruction of the residential neighborhood to build government structures

- Boundaries of Governmental Center Complex determined
- Land acquired in Blocks 2, 3, 11, 12, & 13
- Houses razed or relocated
- Judicial Building and State Office Building completed, 1978



Moving Day Heartache Touches Block 13

By SANDRA STAIRS
News Staff Writer

It was a no-hard-feelings, full-on-about-moving-to-a-new-home-but-I-still-hate-to-see-the-old-place-gone kinda day this morning on Block 13 of the new Governmental Center complex.

Everything was a blur to the few remaining residents rushing to meet the moving deadline of noon Tuesday.

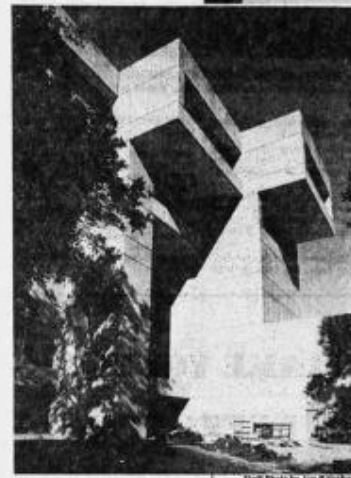
Dulled by the heartache of leaving homes they'd lived in for as long as 60 years, and as short as 17 years, Block 13 inhabitants jumbled words and thoughts and despair together . . . and then poured them out in tears and run-on sentences.

The residents were young when they came to the block long ago, young in spirit and in hope.

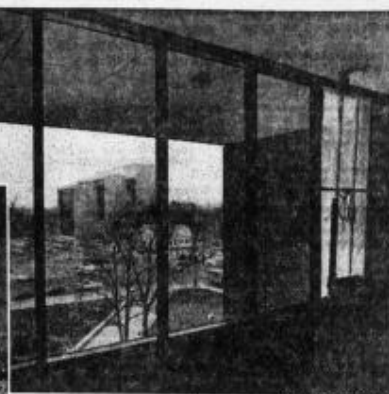
Today, they were old, burdened by grief, young never again to revisit the old neighborhood when "it" was done.

The few that were left this morning admitted they understood it would be the end of an era.

SNEAK PREVIEW



Staff Photo by Jim Ridenour
Building's exterior features eye-catching, modernistic lines



Staff Photo by Jerry Kovach
Huge windows give wide-angle view to west

Judicial Building: Huge But Practical

By DENNIS HANOVER
Journal Staff Writer

Justice will be moving into its new " digs" in downtown Pensacola soon.

No more will judges wait for a courtroom to begin work. No more will badly

shoulder with worry about moving prisoners through hallways crisscrossed with prospective jurors. No more will lawyers

have to traipse all over town to get case of business.

Why? Because Escambia County finally is going to have its entire justice system under one roof.

From the outside, the modern judicial center looks like a bunch of rectangular boxes laid one upon the other unceremoniously.

At first glance the building doesn't appear to have enough windows — considering the myriad possibilities for spectacular vistas. But as so often happens, looks are deceiving, and a short walking tour of the building recently proved the point again.

Entering the building on the first floor, one finds glory of sunlight streaming in through the large glass overhangs. The same is true on every floor. The major reason for the seeming lack of glass outside is that all eight courtrooms are windowless.

The center core of the building is six stories high. Two appendages — each two stories high — poke out from the east and west sides of the building.

Julius Peterson, an architect who serves as the consultant for the governmental center architects, talked about the building's progress.

"We're pretty well on schedule," he said. "Most of the trades are working on the building right now. Electricians, glass people, carpenters, ceiling people, painters and plasterers. I don't know if any of the trades that have completed their work and left yet."

Peterson said several hundred people from 35 different trades have worked on the judicial center since construction began two years ago.

He said the county will accept the building on March 15 though work on it will continue after that date.



Staff Photo by Jerry Kovach
Spacious, new main courtroom features oak paneling and features work on courtroom

History of the GCD

- 1979: Creation of Governmental Center District (GCD) with ARB oversight
 - Architectural Review Board created in 1968
 - ARB granted oversight with initial formation of the GCD
 - Special overlay district with focus on aesthetic review
- 1986: City Hall Completed
- 1997: Judicial Building Expansion



GCD Survey

- Data collected
 - Photographs
 - Property classifications
 - Significant
 - Compatible
 - Non-conforming
- Architecture
 - Style
 - History
- Urban design
 - Urban v. Suburban
 - Setbacks
 - Onstreet parking
 - Alley assessment

109 W. Romana Street

Description: Single Story Building

Original Use: Commercial

Present Use: Vacant

Constructed: 1930

Integrity of Site:

Altered ☒ Unaltered ☐ Original Site ☒ Restored ☐ Moved ☐

Openings on north facade filled; 1987

Classification:

Significant ☒ Compatible ☐ Non-Conforming ☐

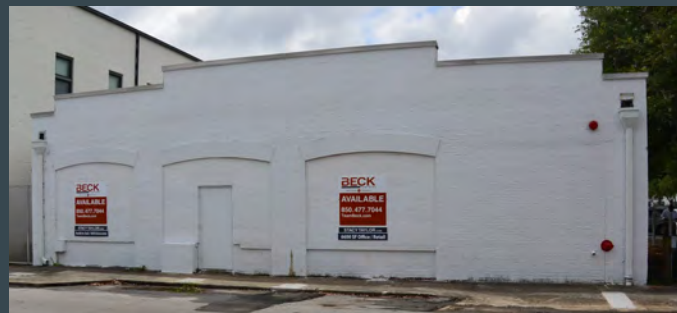
Significance:

D. R. Saunders owned the property at the time of construction. This commercial building was originally occupied by Petterson-Stubbs Auto Repair. It provides a good example of masonry vernacular architecture from the 1930s.

Style: Early 20th Century Commercial Vernacular

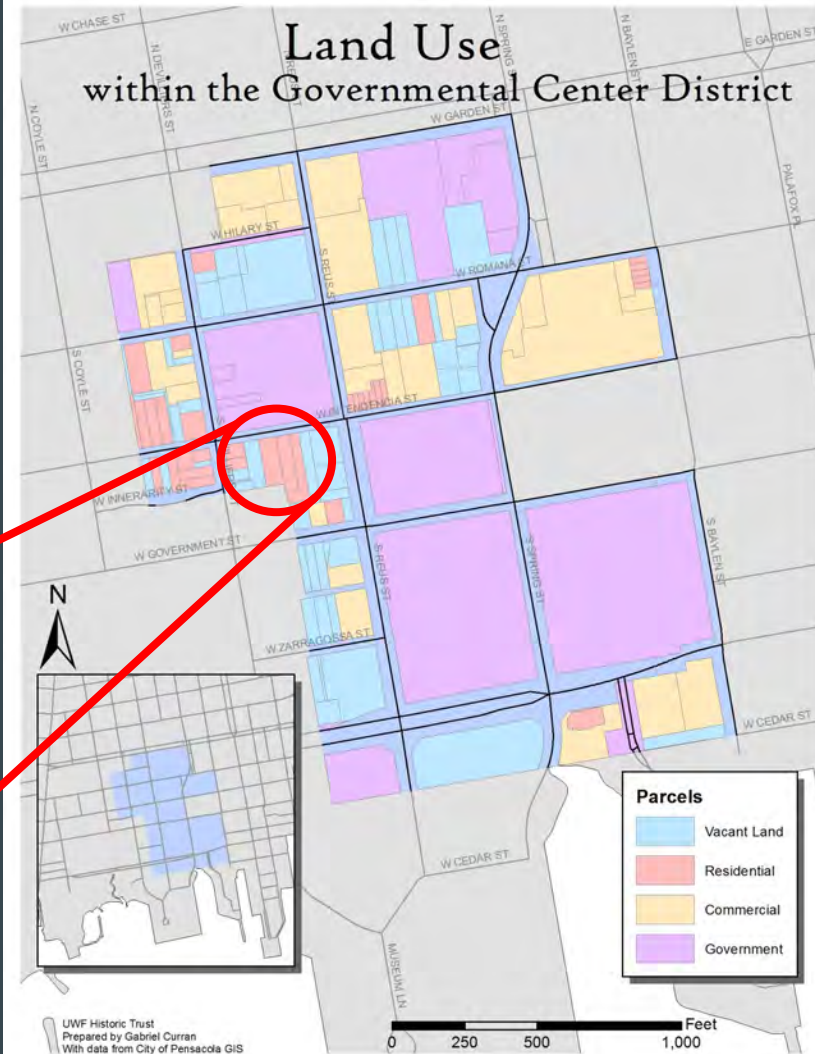
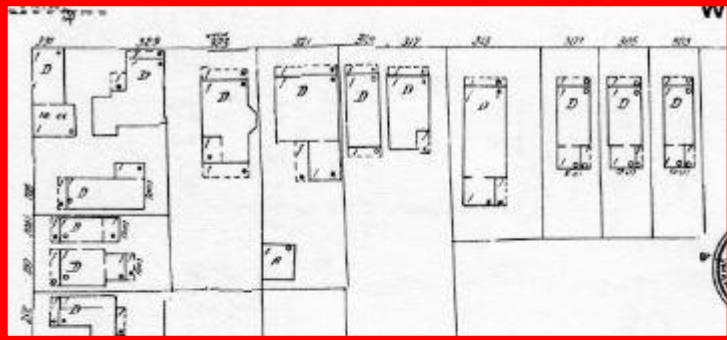
Material Description:

- Foundation Type/Material: Continuous Brick
- Exterior Fabric: Brick
- Roof Type/Material: Flat, built up with stepped parapet
- Roof Secondary Structures: N/A
- Windows: Filled (see above)



Current GCD Land Use Map

- Dominance of government owned land
- Second largest land use is commercial
- Large areas of vacant land
- Cluster of residential land
 - On shotgun plots
 - Original Tanyard



Building Classifications

- Significant
 - Contribute to original character of district/downtown
 - Historically relevant buildings
 - Architecturally important
- Not the same as “contributing” as used in the historic districts



Building Classifications

- Compatible
 - New Infill buildings following good urban design
 - Urban rather than suburban buildings and site layout
 - Unique architectural designs



Building Classifications

- Non-conforming
 - Improper building relationship to street
 - Inconsistent architectural style with surroundings
 - Suburban rather than urban



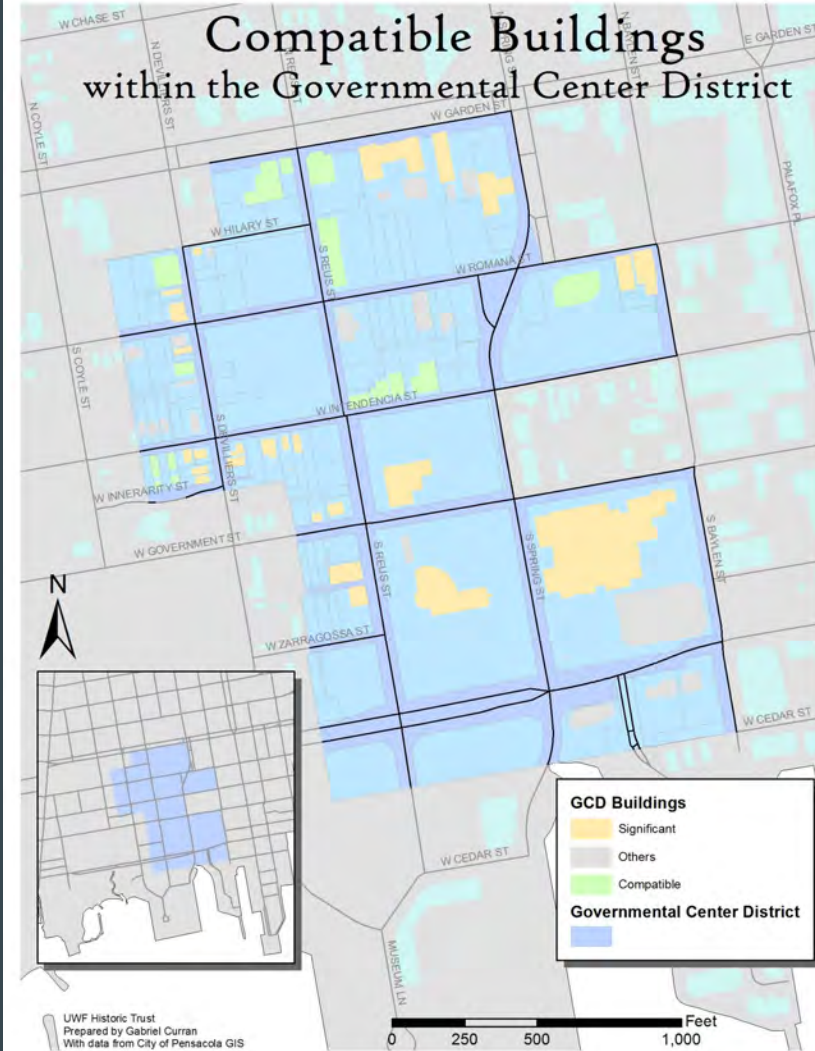
Significant Buildings

- 26 Significant Buildings
 - 13 Residential
 - 7 Commercial
 - 6 Governmental



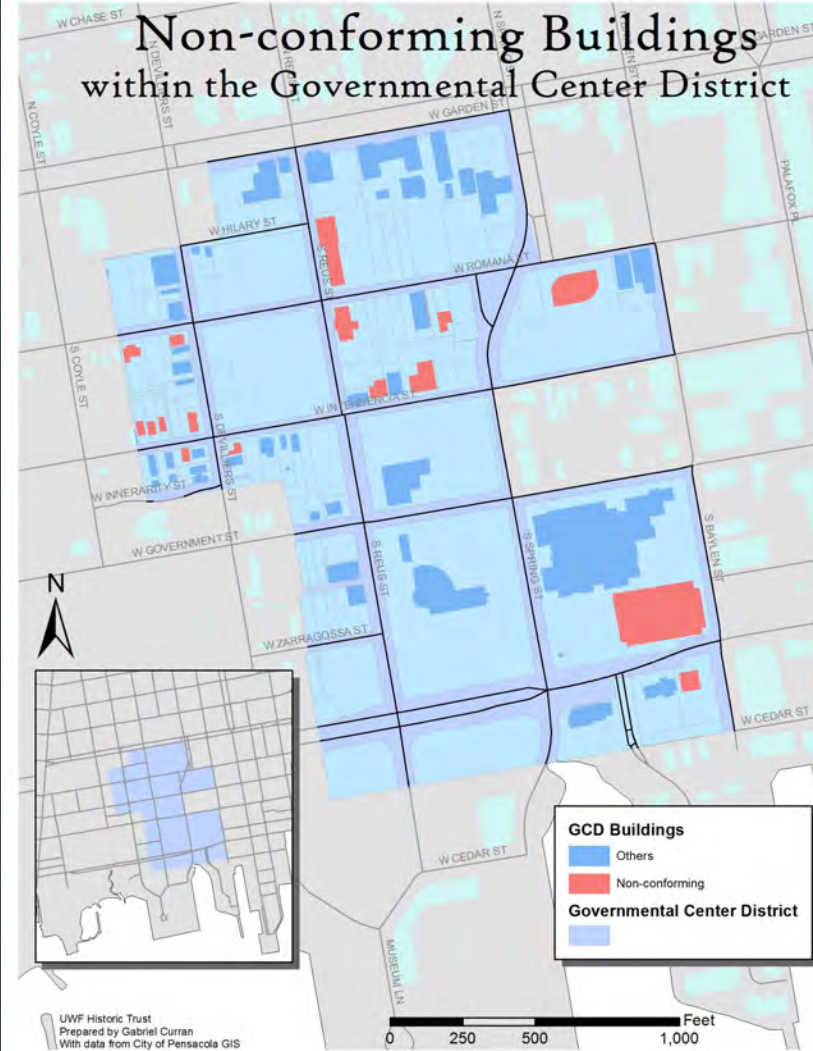
Compatible Buildings

- 15 Compatible Buildings
 - 5 Residential
 - 10 Commercial



Non-Conforming Buildings

- 18 Non-Conforming Buildings
 - 11 Residential
 - 7 Commercial
- Some buildings are both compatible and non-conforming.
 - Parking, site conditions, building placement make them non-conforming



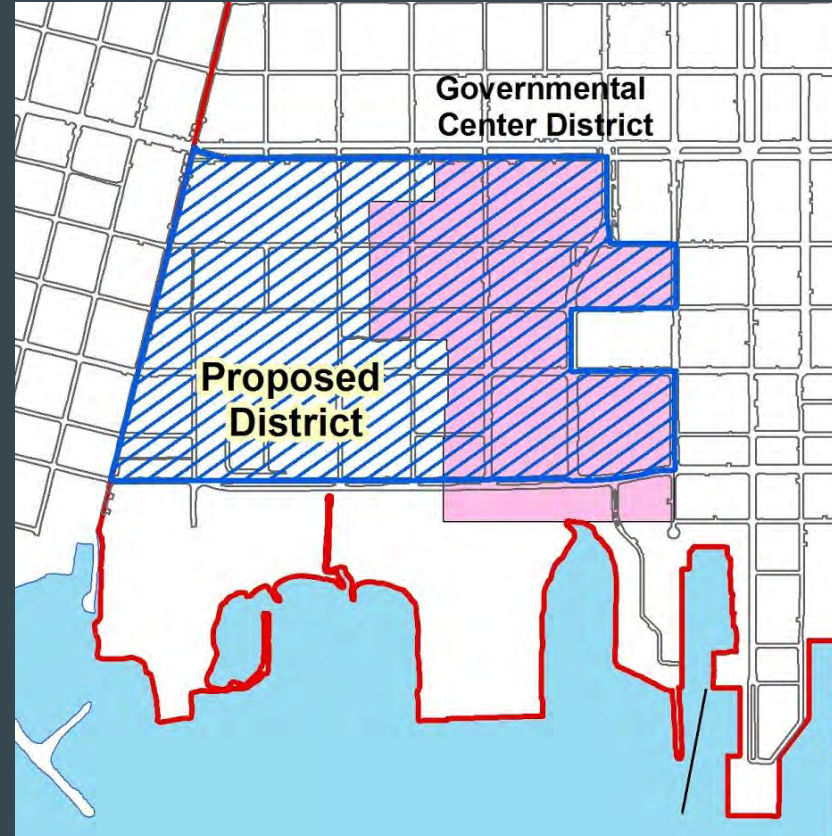
GCD Architecture

- 1880's - 1930
 - Residential development of Tanyard
 - Shotgun, Folk Victorian
 - Commercial development
- 1940's - 1960's
 - Minimal Traditional Residential Architecture
 - Contemporary Commercial
 - Public/Civic buildings
 - Renaissance Revival, Art Deco, International Style
- 1970's - 1980's
 - Government Buildings
 - Brutalist, Streamlined Classical
- 1990's-present
 - American Vernacular
 - Commercial



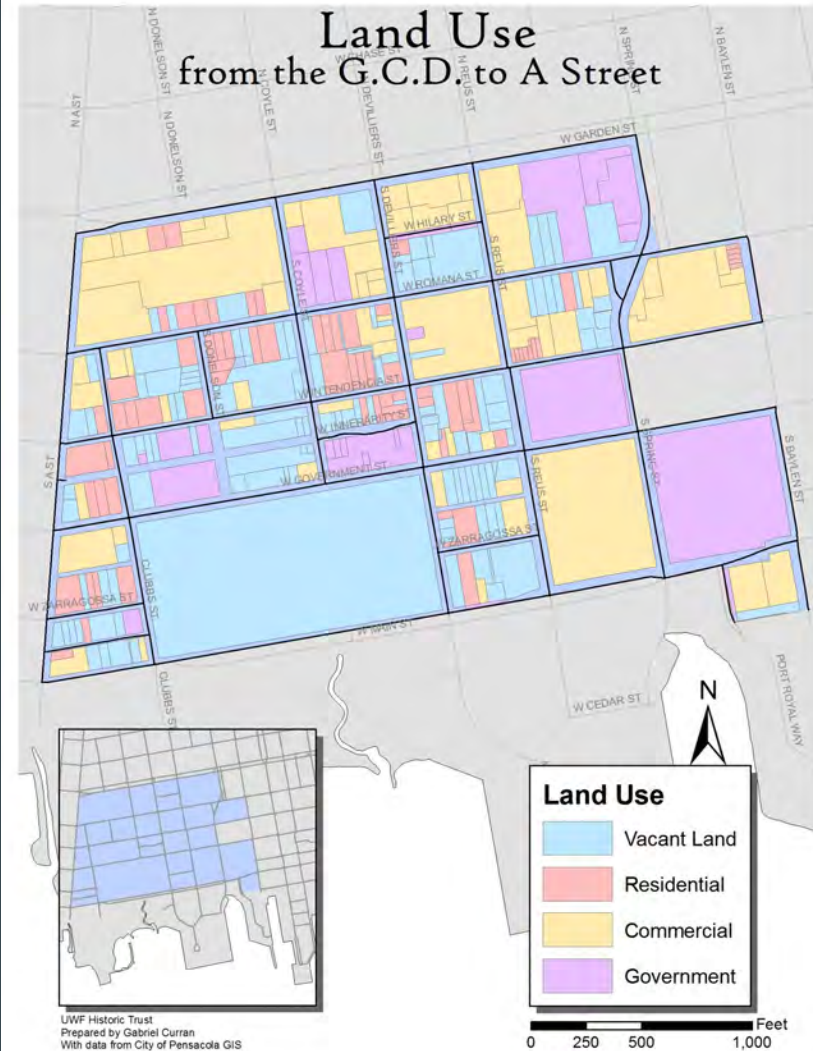
Maritime Redevelopment District Survey

- Continuation of GCD survey methods
 - Photographs of every building
 - Classification of buildings
 - Descriptions of materials and architectural styles
- Evaluate proposed guidelines and boundary
- Identify development patterns: past and future
- Develop recommendations for moving forward



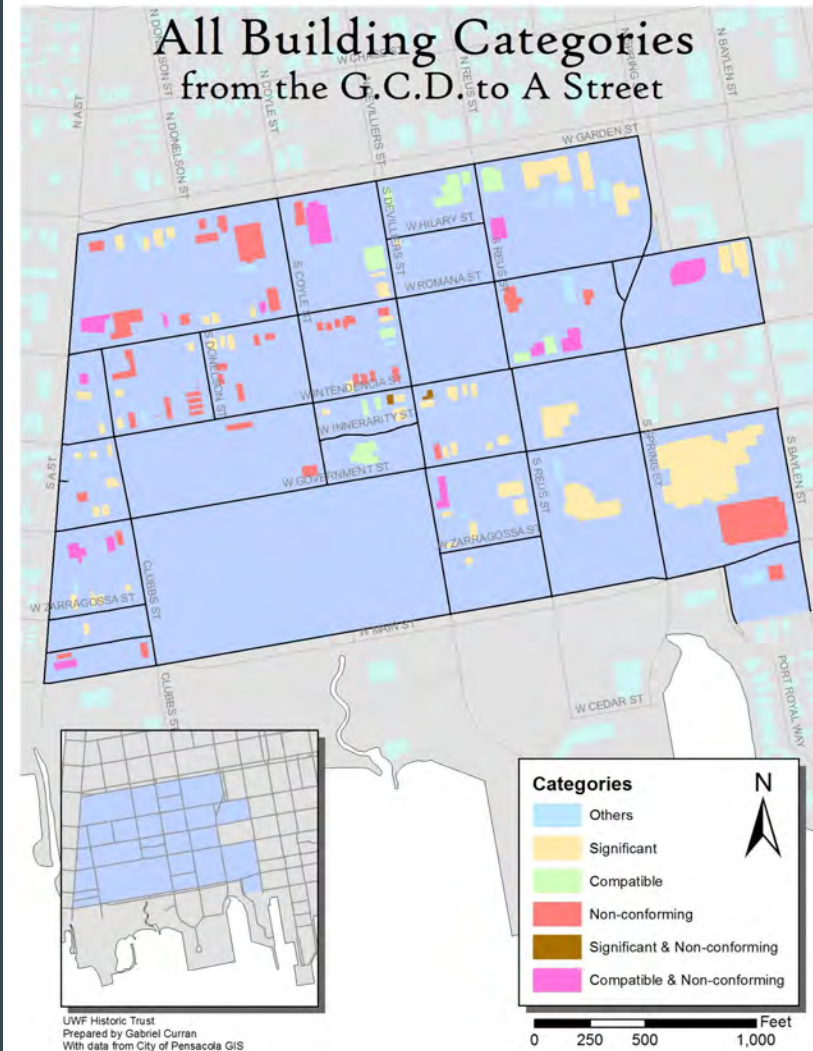
MRD Land Use Map

- Large areas of vacant land
- Cluster of residential property
- Primary zoning: C-2 + C-3



MRD Building Map

- 130 Properties
 - 74 Residential
 - 48 Commercial
 - 8 Governmental



MRD Architectural Styles

- More residential structures than the GCD
 - Shotguns, Folk Victorian, Frame Vernacular, Minimal Traditional, American Vernacular
- Commercial Vernacular
- No tall and large buildings
- Metal buildings



Survey Findings of MRD

- Findings:
 - Large amount of vacant land
 - Clusters of significant residential structures
 - Clear divide between residential and commercial
 - New and proposed infill buildings are different based on location
 - West is single-family residential
 - East is dense, multi-family/commercial



Survey Findings of MRD

- Findings:
 - Large amount of vacant land
 - Clusters of significant residential structures
 - Clear divide between residential and commercial
 - New and proposed infill buildings are different based on location
 - West is single-family residential
 - East is dense, multi-family/commercial
- Issues:
 - No protection of Historic Tanyard
 - Goal: Restore neighborhood identity and celebrate neighborhood history
 - Single-family structures exempt in MRD plan
 - Clearer guidelines for existing and future infill
 - C-3 Zoning threatens residential neighborhood
 - ARB removed as review board in MRD Plan



Historic District vs. Aesthetic Review District

Historic District

- A district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development. (NPS Definition)
- Identified contributing and non-contributing buildings with focus on protecting contributing buildings and having new infill closely matching the defined district character



Historic District vs. Aesthetic Review District

Historic District

- A district possesses a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development. (NPS Definition)
- Identified contributing and non-contributing buildings with focus on protecting contributing buildings and having new infill closely matching the defined district character



Aesthetic Review District

- The review of architectural designs, building additions/changes, site planning, and other visual aspects as they relate to the larger district context, with a focus on continuity and good urban design.
- Buildings can still be deemed historic/significant, but only on an individual basis



Recommendations

- New aesthetic review district
 - Smaller than proposed MRD, but larger than current GCD
 - Focus on commercial and mixed-use development
 - Protection for remaining historic properties
 - Aesthetic review district with ARB review
 - Improve and use existing alleys, create more on-street parking



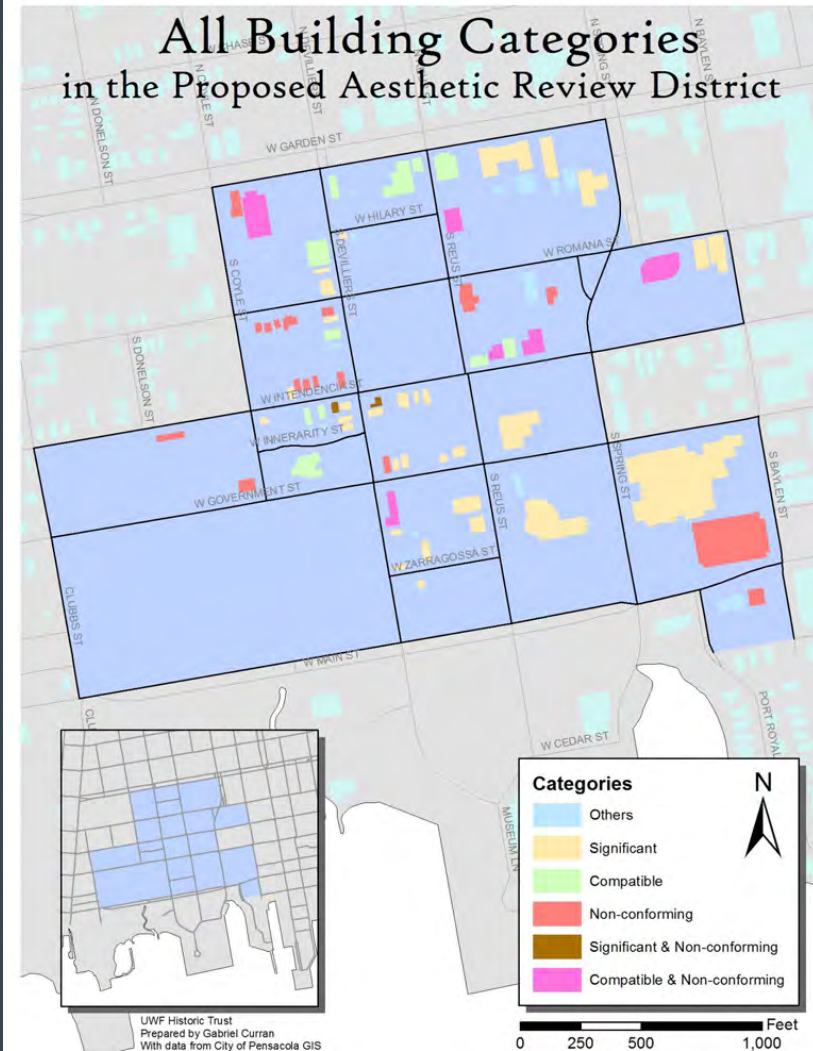
Recommendations

- New aesthetic review district
 - Smaller than proposed MRD, but larger than current GCD
 - Focus on commercial and mixed-use development
 - Protection for remaining historic properties
 - Aesthetic review district with ARB review
 - Improve and use existing alleys, create more on-street parking
- Future Tanyard Historic District
 - Protect and celebrate history
 - Ensure new infill is appropriate
 - scale, style, materials, placement
 - Protect remaining historic structures
 - Sensible guidelines that do not impose economic hardship for current property owners



Proposed Aesthetic Review District

- New boundary includes majority of vacant land suitable for mixed-use and commercial development
- Excludes majority of residential structures
 - Protection for remaining residential structures
- Use of Form-Based Code
 - Physical form rather than separation of uses
 - Focus on public realm; creating inviting urban streetscapes. Similar to Palafox
- Demolition review process
- Parking and Streets
 - Use existing alleys
 - Add on-street parking
 - Narrow streets for slower, safer traffic
 - Improve streetscapes



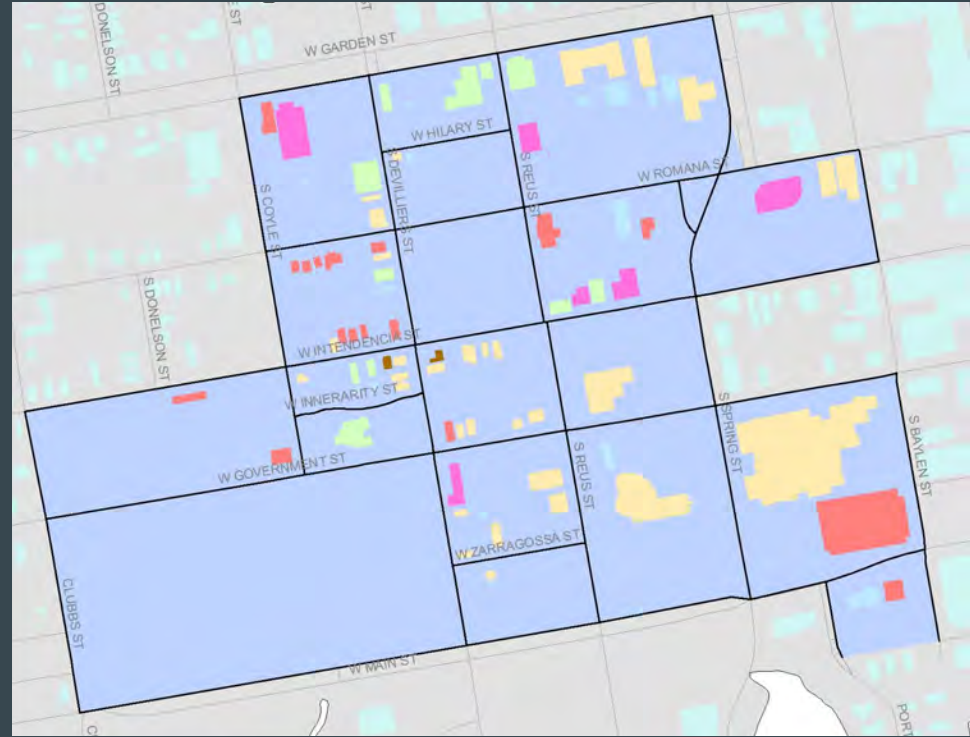
Historic Tanyard District

- Interest from residents to protect their neighborhood from improper development
- Future Historic District that will protect and celebrate the legacy of the Tanyard neighborhood
- Basic survey completed, but additional research needed to draft district narrative
- Need community involvement to draft sensible design review guidelines



Next Steps

- City Council to approve or deny the concept of a new aesthetic review district
- If approved, the Planning Board will begin drafting a proposal for the new district with community involvement and help from UWF Historic Trust
- Majority of the proposal already exists which will help speed the process up



In keeping with the goals of the URAC and CRA plans, a new aesthetic review district continues the progress of creating a downtown people want to live, work, and visit.

Questions





Memorandum

File #: 17-00579

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 1989, the City of Pensacola approved a Scheduled Airline Operating Agreement and Terminal Building Lease that established the business strategy and rate making formula for the Pensacola Airport. This agreement has ensured the Airport's ability to cover all of its maintenance and operating costs and its ability to fund a Capital Improvement Account that provides the local matching dollars for Federal and State grants, covering capital projects or purchases. Overall it has allowed the Airport to maintain full financial self-sufficiency with no reliance on the City's General Fund for support.

While this agreement has worked well, it was developed over 20 years ago. In 2016, Airport Staff and the airlines began the process to review and renegotiate the agreement. While slight modifications were made to account for changes that have taken place in the operation of the Airport over time, the resulting document maintains the general financial framework that was outlined in the 1989 agreement. Under this industry-standard structure, the airlines continue to ensure the Airport's ability to cover its costs. The new agreement also continues to maintain the operational parameters for the activity.

Once approved, this agreement will be retroactive to October 1, 2017, the beginning of the current Fiscal Year, and will remain in place for a five-year period. Any airline wishing to become a signatory airline will be subject to the same terms and conditions. The only variations will be the exact space used for individual operations.

Within the next few months, Airport Staff will also present to City Council revised permits for any airline

wishing to operate under a month-to-month non-signatory arrangement rather than under the longer term signatory agreement. The current non-signatory permits were developed in the 1989-1990 timeframe and have been undergoing review as well.

PRIOR ACTION:

March 23, 1989 - City Council approved the current Scheduled Airline Operating Agreement and Terminal Building Lease for signatory airlines.

September 11, 2003 - City Council approved an Amendment to the current Scheduled Airline Operating Agreement and Terminal Building Lease for signatory airlines to extend the agreement.

October 23, 2008 - City Council approved an Amendment to the current Scheduled Airline Operating Agreement and Terminal Building Lease for signatory airlines to extend the agreement.

FUNDING:

N/A

FINANCIAL IMPACT:

The Agreement establishes the rate making methodology for the Pensacola International Airport. The recently approved FY18 Budget for the Airport incorporates the financial framework contained in the Agreement.

CITY ATTORNEY REVIEW: Yes

10/20/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Airline Operating Agreement and Terminal Building Lease

PRESENTATION: No

AIRLINE OPERATING AGREEMENT

AND

TERMINAL BUILDING LEASE

by and between

THE CITY OF PENSACOLA, FLORIDA

and

UNITED PARCEL SERVICE CO.

DATE OF EXECUTION:

EFFECTIVE DATE:

OCTOBER 1, 2017

DATE OF EXPIRATION:

SEPTEMBER 30, 2022

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LIST OF EXHIBITS

- Exhibit A – Airport Layout Plan
- Exhibit B – Terminal Layout Plan
- Exhibit C – Airline Rented Space
- Exhibit D – Baggage Handling System
- Exhibit E – Terminal Building Aircraft Parking Positions
- Exhibit F – Cargo Apron Aircraft Parking Positions
- Exhibit G – Rental Car Service Facilities
- Exhibit H – Capital Improvement
- Exhibit I – Airline Affiliate Operating Permit

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

This Airline Operating Agreement and Terminal Building Lease ("Agreement"), made and entered into this ____ day of _____, 2017, by and between the **City of Pensacola**, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and **United Parcel Service Co.**, a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida (hereinafter referred to as "Airline"):

WITNESSETH:

WHEREAS, City is the owner of Pensacola International Airport (hereinafter defined and referred to as "Airport" and more completely identified on Exhibit A attached hereto and made a part hereof), which is located in the City of Pensacola, Escambia County, Florida; and

WHEREAS, Airline is engaged in the business of commercial air transportation of persons, property, cargo, and mail as a scheduled air carrier and is certificated or otherwise authorized by the United States Government to engage in such business; and

WHEREAS, Airline has requested that City grant it certain rights, privileges, and services in connection with the use of said Airport and its facilities in the conduct of Airline's business as a scheduled air carrier; and

WHEREAS, City is willing to grant Airline such rights, privileges, and services upon the terms and conditions and for the consideration hereinafter stated; and

WHEREAS, City and Airline deem it desirable to enter into a written agreement setting forth the respective rights, privileges, obligations, and duties of the parties hereto and defining the rights, services, and privileges granted and the terms, conditions, and consideration on which they are granted;

NOW, THEREFORE, for and in consideration of the Leased Premises and the mutual covenants herein contained and the rents, fees, and charges to be paid by Airline, it is agreed and understood by and between City and Airline as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 DEFINITIONS

The capitalized terms used in the Agreement shall have the meanings indicated in this Article 1 unless the context clearly indicates otherwise. Words used in this Agreement in the present tense include the future as well as the present. Words used in the masculine gender include the feminine and neuter. The singular number includes the plural, and the plural includes the singular. The word "person" means a corporation, limited liability company, partnership or other legal entity, as well as a natural person. Additional words and phrases used in this Agreement shall have the meanings set forth in the Bond Resolution (as defined below) or, if not so set forth, shall have their usual and customary meanings.

"Affiliate" shall mean any Air Transportation company providing air service at the Airport that: (i) has been properly designated by Airline as an Affiliate in a fully executed Affiliate Operating Permit (a copy of City's Affiliate Operating Permit is attached as Exhibit XXX to this Agreement); (ii) (a) is a parent, has a common parent with or is a subsidiary of Airline designating such Air Transportation company as its Affiliate or (b) otherwise operates under the same or a similar trade name at the Airport as Airline designating such Air Transportation company as its Affiliate or (c) operates flights under the same International Air Transport Association (IATA) flight designator code of such Signatory Airline at the Airport; and (iii) is not a Signatory Airline.

"Agreement" shall mean this Airline Operating Agreement and Terminal Building Lease between City and Airline, as the same may be amended, modified or altered from time to time pursuant to the terms hereof.

"Aircraft Arrivals" shall mean any aircraft arrivals at the Airport (including, without limitation, scheduled, charter, sightseeing, training, test, ferry, courtesy, and inspection flights, or any other flights) operated by an Air Transportation company. Aircraft Arrivals shall not include any flight

by aircraft owned or operated by the U.S. Government or flights that immediately return to the Airport because of mechanical, meteorological, or other precautionary reasons.

“Aircraft Parking Positions” shall mean the positions in the Airport’s Apron Area designated on Exhibit E where aircraft are required to park in order to receive and discharge passengers.

“Air Transportation” shall mean the carriage of persons, property, cargo, or mail by aircraft to and from the Airport.

“Airline” shall mean the entity that has executed this Agreement and is identified in the first paragraph of this Agreement.

“Airline Space” shall mean the total number of square feet in the Terminal Building that are designed and designated for airline use.

“Airline Rented Space” shall mean the total number of square feet in the Terminal Building for which the airlines are obligated to pay rent to the Airport.

“Airport” shall mean Pensacola International Airport as it now exists or as it shall be or may be modified in the future, currently as shown on Exhibit A.

“Airport Budget” shall mean the Airport capital and operating budgets and allocated administrative costs prepared and periodically revised and updated by the Mayor and duly adopted by Pensacola City Council for a Fiscal Year.

“Airport Cost Centers” shall mean the following cost centers, to be used in accounting for Airport revenues and expenses and for calculating and adjusting certain rentals and fees described herein:

1. **“Terminal Building”** shall mean the terminal building serving the airlines as it now exists or as it may hereafter be reconstructed, modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibits A, B, C, and E.
2. **“Baggage Handling System”** shall mean the Baggage Handling System located in the Terminal Building that serves the airlines as it now exists or as it may hereafter be reconstructed, modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibit D.
3. **“Terminal Area”** shall mean the landside access roads and parking areas surrounding the Terminal Building, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, currently as shown on Exhibit A.
4. **“Airfield Area”** shall mean those areas of the Airport, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, that provide for landing and takeoff, taxiing, parking, or other operations or aircraft but excluding the Apron Area, Cargo Apron Area, and Remote Parking Area, currently as shown on Exhibit A.
5. **“Apron Area”** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, dedicated to parking, servicing, and ground handling of passenger aircraft at the Terminal Building, currently as shown on Exhibits A and E.
6. **“Cargo Apron Area”** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof, dedicated to parking, servicing, and ground handling of cargo aircraft or other aircraft currently as shown on Exhibit F.

7. **“Loading Bridges”** shall mean the passenger loading bridges owned and maintained by City serving aircraft parked at the Gates as they now exist or as they may be modified, changed, or relocated from time to time, currently as shown on Exhibit E.
8. **“Rental Car Service Facilities”** shall mean the areas, as such areas now exist or as they may hereafter be modified, changed, or developed, dedicated to rental car service facilities, currently as shown on Exhibit G.
9. **“Other Buildings and Areas”** shall mean those portions of the Airport not included in the preceding Airport Cost Centers, including the facilities, installations, and improvements thereon as they now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof.

“Airport Layout Plan” shall mean the plan, as it may be amended from time to time, required to be submitted by Airport to the Federal Aviation Administration for review and acceptance showing the layout of the Airport and the current uses of the facilities at the Airport. The current version of the Airport Layout Plan is shown on Exhibit A.

“Airport Purposes” shall mean actions or undertakings by City reasonably relating to the development, operation, maintenance and preservation of the Airport for air commerce.

“Airport Revenue” shall mean all income, receipts, earnings, and revenues received by or accrued to City from the ownership or operation of the Airport, excluding, except to the extent deposited in the Airport Revenue Fund: (a) gifts, grants, and other funds that are restricted by their terms to purposes inconsistent with the payment of Maintenance and Operating Expenses or payment of Obligations; (b) net insurance proceeds, to the extent that the use of such net insurance proceeds is restricted to a use inconsistent with the payment of Maintenance and Operating Expenses or the payment of Obligations; (c) any transfer from the Capital Fund to the Revenue Fund, except for transfers from the Prepaid Revenue Account; (d) revenues derived from or with respect to any Special Purpose Facility; (e) any gain from the sale, exchange, or other disposition of capital assets of the Airport; (g) any unrealized gains on securities held for

investment by or on behalf of City; (h) any gains resulting from changes in valuation of any financial “SWAP” instruments; (i) any unrealized gains from the write-down, reappraisal, or revaluation of assets; (j) the proceeds of Obligations; (k) facilities construction credits; (l) Passenger Facility Charges unless specifically pledged by City; (m) Customer Facility Charges (except to the extent they are used to reimburse the Airport for rental car facility operating and maintenance expenses); (n) investment income derived from any moneys or securities that may be placed in escrow or trust to defease Obligations; (o) any arbitrage earnings required to be paid to the United States of America pursuant to Section 148 of the United States Code; and (p) interest earnings or other investment earnings on any account in the Construction Fund established by any Bond Resolution unless otherwise provided in such Bond Resolution.

“Baggage Claim Area” shall mean the areas, as they now exist or as they may hereafter be modified, changed or developed in accordance with the terms hereof, used by passengers for baggage claim and pick-up. The current Baggage Claim Area is shown on Exhibits C and D.

“Baggage Handling Areas” shall mean the areas supporting the Baggage Handling System as shown on Exhibit D as they now exist or as they may hereafter be modified, changed, or developed in accordance with the terms hereof. The Baggage Handling Areas include the areas occupied by baggage conveyor systems, baggage screening areas, baggage makeup, tug lanes for transporting baggage, baggage breakdown areas, and the Baggage Claim Area as shown on Exhibits C and D.

“Baggage Handling System” shall mean the baggage handling system shown on Exhibit D as it now exists or as it may hereafter be modified, changed or redeveloped in accordance with the terms hereof.

“Bond Funds” shall mean those funds and accounts established by and funded in accordance with the Bond Resolution and described herein:

1. **“Airport Revenue Fund.”** All Airport Revenue derived from operation of the Airport is deposited as received into the Airport Revenue Fund. All moneys shall be used and applied in the priority indicated below.
2. **“Rebate Fund.”** Amounts in the Rebate Fund shall be used to make payments to the United States Treasury in the amounts and at the times required by Section 148 of the Internal Revenue Code of 1986, as amended from time to time.
3. **“Maintenance and Operating Fund.”** Amounts shall be used to make payments out of the Maintenance and Operating Fund by City from time to time for the necessary expenses for the maintenance, operation, repair, and ordinary replacement of the Airport.
4. **“Bond Fund.”** Amounts shall be paid out of the Bond Fund from time to time as necessary for the payment of required interest and principal due on any Bonds outstanding and payable from Airport Revenue.
5. **“Debt Service Reserve Fund.”** Amounts shall be paid out of the Debt Service Reserve Fund from time to time as necessary for the payment of interest and principal due on any Bonds outstanding and payable from Airport Revenue to the extent that other moneys are not available within the Bond Fund.
6. **“Maintenance and Operating Reserve Fund.”** Amounts shall (1) be paid out of the Maintenance and Operating Reserve Fund for the necessary expenses for the maintenance, operation, repair, and ordinary replacement of the Airport to the extent that other moneys are not available in the Maintenance and Operating Fund for such purposes and (2) also be

used to cure deficiencies in the Rebate Fund or the Bond Fund in accordance with the Bond Resolution.

7. **“Renewal and Replacement Fund.”** Amounts shall (1) be paid out of the Renewal and Replacement Fund from time to time for the costs of unanticipated or emergency repairs, renewals, and replacements to the Airport and (2) also be applied to deficiencies in the Rebate Fund, Maintenance and Operating Fund, and the Bond Fund in accordance with the Bond Resolution.
8. **“Subordinate Securities Fund.”** Amounts shall be paid out of the Subordinate Securities Fund from time to time as necessary for the payment of any obligations or indebtedness of the Airport payable from Airport Net Revenues junior and subordinate to the Bonds.
9. **“Capital Fund.”** Amounts in the Capital Fund shall be available for any lawful Airport purpose as permitted by the Bond Resolution and shall be applied during the term of this Agreement in the following priority:
 - a. **“PFC Capital Account.”** Amounts shall be paid out for PFC approved Pay/Go projects and debt service on bonds, loans, or notes the proceeds of which were used to pay the cost of PFC approved projects.
 - b. **“Customer Facility Charge Capital Account.”** Amounts shall be paid out from time to time for rental car “Pay/Go” capital projects, maintenance and operation expenses allocable to rental car facilities, and debt service on bonds, loans, or notes the proceeds of which were used to pay the costs of rental car facilities.
 - c. **“Capital Improvement Account.”** Amounts shall be paid out of the Capital Improvement Account from time to time for Capital Improvements at the Airport.

- d. **“Prepaid Revenue Account.”** The balance in the Prepaid Revenue Account at the beginning of each Fiscal Year shall be transferred to the Airport Revenue Fund and used as a credit in calculating the landing fee rate for the Signatory Airlines.

“Bonds” shall mean Airport Revenue Bonds as authorized by the Bond Resolution, both serial and term, heretofore and hereafter issued by City or any other similar or substitute debt financing instrument (including but not limited to notes, certificates, and commercial paper) which may or may not be junior or subordinate to Airport Revenue Bonds that might be issued and secured by Airport Revenue.

“Bond Resolution” shall mean Resolution No. 59-88, adopted September 8, 1988, as it has been or may be amended or supplemented from time to time, and any other Resolution of City regulating or authorizing the issuance of Bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds, payable from Airport Revenue.

“Business Privilege Fee” shall mean a nondiscriminatory fee levied on any person or company for the privilege of conducting business at the Airport and included in the Airport Budget after consultation with the airlines in accordance with the procedures set out in Section 18.06 below. The Business Privilege Fee shall be based on a percentage of gross revenues derived by third party contractors or Airline, as the case may be. Airline’s Air Transportation business at the Airport shall not be subject to the Business Privilege Fee. As the term is used in the Agreement, Airline’s Air Transportation business does not include the sale of ground handling and other services. Airline handling and servicing of its Affiliates is not subject to the Business Privilege Fee.

“Capital Improvement” shall mean any single item having a cost of at least One Hundred Fifty Thousand Dollars (\$150,000) and a useful life in excess of five (5) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport as well as any extraordinary or substantial expenditure whose object is to preserve, enhance, or protect the Airport.

“Capital Outlay” shall mean equipment and capital outlays for individual items costing less than one hundred fifty thousand dollars (\$150,000) and with a useful life of five (5) years or less.

“Competitive Credit” shall mean a credit to the calculation of airline rents, fees, and charges. The purpose of the Competitive Credit is to keep Airline’s Airport cost per Enplaned Passenger competitive with that of other airports similarly situated for the development and retention of air service. Determination of the amount of this credit will be incorporated in the Airport Budget and is subject to the availability of funds.

“Customer Facility Charges” or “CFCs” shall mean charges collected or to be collected by the rental car companies and remitted to City pursuant to the Airport Rental Car Concession Agreement and the Rental Car Policy in the City Code. CFCs are not Airport Revenue and are dedicated for paying the capital and operating costs of rental car facilities. This term includes interest earnings on Customer Facility Charge proceeds.

“Debt Service” shall with respect to any outstanding or contemplated Obligations, the amount of principal and interest on such Obligations due and expected to be due during the Fiscal Year, excluding interest payable from capitalized interest.

“Director” shall mean the Airport Director, being the person currently authorized by the Mayor to exercise functions with respect to the rights and obligations of City under this Agreement, or such other person or persons authorized by the Mayor from time to time to exercise functions with respect to the rights and obligations of City under this Agreement. The term also includes any person expressly designated from time to time by the Director or the Mayor to exercise functions with respect to the rights and obligations of the Director under this Agreement.

“Enplaned Passengers” shall mean the total number of passengers boarding aircraft at the Airport.

“Environmental Laws” shall mean, collectively, all federal, state, water management district, and local environmental, land use, occupational safety, and health laws, rules, regulations, and ordinances, and common law, applicable to City, the Airport, the Leased Premises, or Airline, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.

“Exclusive Use Space” shall mean the space leased under this Agreement by City to Airline for Airline’s exclusive use, currently as shown on Exhibits B and C.

“FAA” or “Federal Aviation Administration” shall mean the Federal Aviation Administration created by the federal government under the Federal Aviation Agency Act of 1958 or such similar federal agency as may from time to time have similar jurisdiction over Airline or its business.

“Fiscal Year” shall mean the twelve (12) month period beginning October 1 of any year and ending September 30 of the following year or any other period adopted by City as its fiscal year for its financial affairs.

“Gate” shall mean each portion of the Terminal Building consisting of a Passenger Holdroom and associated Apron Area and Loading Bridge.

“Ground Handling Services” shall mean cabin services, aircraft catering, ramp services, refueling, passenger services, and field operations services.

“Hazardous Substances” shall mean any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are regulated by Environmental Laws.

“Joint Use Formula” shall mean a formula that is used to prorate the specified charge for Joint Use Space or services or facilities leased or used by Airline and one or more other Signatory Airlines as follows: For purposes of the Joint Use Formula, Affiliates of a Signatory Airline are included in the term “Signatory Airline”. Before applying the Joint Use Formula, the Director will deduct, from the Joint Use requirement, use fees obtained from other than Signatory Airline users. The net Joint Use requirement shall be prorated as follows: Ten percent (10.0%) of the specified charge shall be prorated equally among the Signatory Airline using the applicable space, services or facilities and ninety percent (90.0%) of such charge shall be prorated among such Signatory Airline based on the number of Enplaned Passengers of each Signatory Airline. For invoicing, the Director will use the most recent month’s information available to calculate the ninety percent (90.0%).

“Joint Use Space” shall mean the premises leased by City to Airline and one or more other of the airlines, currently as shown on Exhibits A, B, and C.

“Landed Weight” shall mean the maximum gross certificated landed weight, in thousand (1,000) pound units, that Aircraft Arrivals operated by Airline is authorized by the FAA to land

at Airport, as recited in each Airline's flight manual governing that aircraft type. For all Landed Weight computations, said sum shall be rounded up to the nearest thousand (1,000) pound unit.

"Landing Fee Credits" shall mean the total of the following:

1. Non-Airline Airport Revenue.
2. A Competitive Credit if, as, and when the Director determines the credit is necessary to keep Airline's cost per Enplaned Passenger competitive. A Competitive Credit will not be available in most Fiscal Years.
3. A credit equal to the balance available in the Airport's Prepaid Revenue Account.

"Leased Premises" shall mean the Exclusive Use Space, Preferential Use Space, Joint Use Space and Loading Bridges leased by Airline.

"Maintenance and Operating Expenses" shall, as further described in the Bond Resolution, mean City's annual expenses of maintaining, operating, repairing, and administering the Airport, including City overhead reasonably allocable to the Airport; taxes, and assessments, if any; and expenses for defending, settling, or satisfying litigation, as set forth in the Airport Budget determined in accordance with generally accepted accounting. The categories of overhead expense allocable by City to the Airport shall also be determined in accordance with generally accepted accounting principles.

"Mayor" shall mean the elected officer serving as the Chief Executive of the City of Pensacola, Florida, pursuant to its charter.

"Obligations" shall mean any debt or obligation of City with respect to the Airport, including any Bonds issued pursuant to the Bond Resolution or other issuing instrument, as applicable.

"Passenger Facility Charges" or "PFCs" shall mean those charges due and payable to City pursuant to the authority granted by 49 U.S.C. Section 40117 and 14 Code of Federal Regulations (CFR) Part 158, as amended from time to time, in respect of any component of the

Airport and interest earnings thereon, net of amounts that collecting air carriers are entitled to retain for collecting, handling, and remitting such PFC revenues.

“Passenger Holdrooms” shall mean the Preferential Use passenger waiting rooms located inside the Terminal Building adjacent to the associated Preferential Use Apron Area Aircraft Parking Position.

“Personal Property” shall mean the equipment, inventory, furniture, trade fixtures, and supplies owned or leased by Airline, and installed or used at the Airport in accordance with this Agreement in the conduct of Airline’s Air Transportation business, which is removable without material permanent injury or damage to the Leased Premises or any other portion of City-owned property.

“Preferential Use” shall mean the nonexclusive use, to which Airline has priority over all other users, subject to the applicable provisions of this Agreement and applicable Rules and Regulations.

“Preferential Use Space” shall mean the premises leased under this Agreement by City to Airline for Preferential Use as more particularly set forth on Exhibits B, C, and E. Preferential Use Space consists of the following: Passenger Holdrooms, Apron Area and Cargo Apron Area. In addition, Loading Bridges shall be treated as Preferential Use Space.

“Reasonable Wear and Tear” shall mean the deterioration resulting from normal use and that could not be prevented by routine maintenance.

“Remote Parking Area” shall mean those Aircraft Parking Positions designated for the parking of aircraft that cannot be accommodated at the Terminal Building, Apron Area or the Cargo Apron Area as set forth on Exhibit A. From a financial management standpoint, the Remote Parking Area is in the Other Buildings and Areas Cost Center.

“Rules and Regulations” shall mean those rules and regulations promulgated by City or the Director governing the use of facilities, conduct, and operations at the Airport by both the airlines and other Airport tenants as they are on the date of this Agreement and as amended, modified, changed or supplemented from time to time after reasonable notice to Airlines; provided, however, that such Rules and Regulations do not conflict with the applicable provisions of federal, local or state law or the provisions of this Agreement or increase Airline’s obligations under this Agreement.

“Signatory Airlines” shall mean Airline and those airlines providing Air Transportation to and from the Airport that have executed agreements with City substantially similar to this Agreement covering such airline’s use and occupancy of facilities at the Airport.

“Special Purpose Facility” shall mean capital improvements or facilities located on any property owned or leased by City and located at Airport that are financed by the issuance of Special Facilities Revenue Bonds, bank loans, note, or other debt instruments or financing mechanisms.

“Special Facilities Revenue Bonds” shall mean bonds, bank loans, notes, other debt instruments or financing mechanisms and other debt of City which is secured by and payable solely from rentals or other charges derived by City under a lease, sale or other agreement (or any document securing the same) between City and the person, firm or corporation utilizing the Special Purpose Facilities financed thereby.

“SWAP” shall mean a derivative agreement that includes, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap or exchange agreement, currency swap agreement, forward payment conversion agreement or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors or caps, options, puts or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate or other

financial risk; and (v) any other type of contract or arrangement that City entering into such contract or arrangement determines is to be used, or is intended to be used, to manage or reduce the cost of Obligations incurred or anticipated to be incurred, to convert any element of Obligations incurred or anticipated to be incurred from one form to another, to maximize or increase investment return, to minimize investment return risk or to protect against any type of financial risk or uncertainty and, in each case, which is designated by City as a Swap for purposes of this Agreement.

“TSA” shall mean the Transportation Security Administration of the Department of Homeland Security, or its authorized successor.

“Term” shall mean the period defined in Article 2.

“Total Landed Weight” shall mean the sum of the aggregate Landed Weights for all Signatory Airline Aircraft Arrivals over a stated period of time. Said sum shall be rounded up to the nearest thousand (1,000) pound unit for all landing fee computations.

“Total Space” shall mean the total square feet in the Terminal Building.

Section 1.02 CROSS-REFERENCES

All references to articles, sections, and exhibits in this Agreement relate to material in this Agreement, unless specifically noted otherwise.

END OF ARTICLE

ARTICLE 2. TERM

Section 2.01 TERM

This Agreement shall become effective at 12:01 a.m. on October 1, 2017, and continue for a period of five (5) years until midnight September 30, 2022 ("Term").

Section 2.02 PRIOR AGREEMENTS AND LEASES

All agreements and leases between Airline and City, written or verbal, other than this Agreement, shall be deemed terminated as of at midnight on September 30, 2017.

Section 2.03 TERM EXTENSION BY MUTUAL AGREEMENT

Provided that Airline is not in default of the terms of this Agreement, Airline agrees to meet with the Director and other Signatory Airlines no later than twelve (12) months prior to the expiration of this Agreement to determine whether this Agreement should be extended or whether a new agreement should be negotiated.

Section 2.04 AIRLINE'S RIGHTS UPON EXPIRATION OR EARLY TERMINATION OF AGREEMENT

Upon expiration or early termination of this Agreement, all of Airline's rights, authority, and privileges to use the Leased Premises, services, and facilities of the Airport as herein granted shall cease, unless otherwise agreed by Director in writing or governed by a general operating policy of City.

Section 2.05 SURRENDER OF LEASED PREMISES

Upon expiration or early termination of this Agreement, Airline shall surrender the Leased Premises to City in substantially the same condition as such Leased Premises were in on the Effective Date of this Agreement, excepting, however, (a) Reasonable Wear and Tear, (b) damage by fire or other casualty not required by this Agreement to be repaired by Airline, its agents or employees, or by condemnation, (c) conditions existing prior to Airline's occupancy of Leased Premises, and (d) acts of God or the public enemy.

Except as otherwise provided in this Article, Airline's Personal Property shall remain the property of Airline unless otherwise provided in subsequent agreements between Airline and City and Airline shall have the right at any time during the Term of this Agreement and prior to its expiration or early termination to remove any and all Personal Property from the Leased Premises or Airport. Airline agrees to repair or pay for all damages and repairs, if any, resulting from or necessitated by such removal. All City property damaged by or as a result of the removal of Airline's property shall be restored by Airline at Airline's expense to the same condition as, or better condition than, it was prior to such damage, Reasonable Wear and Tear excepted.

Any and all Personal Property not removed by Airline within thirty (30) days after the expiration or early termination of this Agreement shall be conclusively deemed to be abandoned property (provided that Airline and City do not enter into subsequent agreement for Airline to continue operating at the Airport). Airline hereby authorizes the Director to remove and dispose of its abandoned Personal Property. Airline agrees to reimburse City, promptly upon demand, for the cost of removing and disposing of its abandoned property.

Airline's obligations under this Section 2.05 shall survive the expiration or early termination of this Agreement.

END OF ARTICLE

ARTICLE 3. LEASED PREMISES

The Leased Premises consist of Exclusive Use Space, Preferential Use Space and Joint Use Space and Loading Bridges as more particularly described in Exhibits B, C, D and E attached hereto and made a part hereof for all purposes. Airline hereby leases from City, and City hereby leases to Airline, the Leased Premises for the uses and purposes set forth below and for no other use or purpose without the Director's prior written consent. Exhibits B, C, D and E can be changed from time-to-time based on changes to the Leased Premises of Airline that are approved by Airline and the Director or otherwise permitted hereunder; provided that there shall be no reductions in Airline's Leased Premises unless otherwise permitted under this Agreement.

Section 3.01 AIRLINE LEASED PREMISES

The Airline Leased Premises consist of the following categories of space:

Exclusive Use Space

The following are the categories of Exclusive Use Space and the permitted uses of the space:

1. Ticketing
 - a. For reserving space and selling, transferring, issuing, changing, and providing other services related to tickets for Air Transportation of passengers and the processing of small package delivery by Airline.
 - b. For furnishing information to such passengers and the general public.
 - c. For checking baggage of Airline's Enplaned Passengers.
 - d. For handling lost and found articles.
2. Ticket Offices
 - a. For administrative, customer service, and other office purposes in connection with Airline's Air Transportation business.
 - b. For passenger and customer relations.
 - c. For handling lost and found articles.
3. Operations
 - a. For Airline operations office.
 - b. For a baggage hold area.
 - c. For storage of equipment and catering supplies.

- d. For crew space and weather, dispatch, and communications functions.
 - e. For handling lost and found articles.
4. Baggage Services Offices
- a. For storage of, and processing claims for, mishandled, damaged, or misplaced baggage.
 - b. Unclaimed baggage must be stored in designated areas in the baggage service offices.
 - c. For other services related to baggage.

Preferential Use Space and Equipment

The following are the categories of Preferential Use Space and the permitted uses of the space:

1. Passenger Holdrooms
 - a. For selling, issuing, changing, and collecting passenger tickets and for issuing seat assignments.
 - b. For a waiting area for passengers boarding an aircraft.
 - c. For check-in passengers and Gate check-in of baggage.
 - d. For furnishing information to passengers and the general public.
 - e. For installing and displaying Airline corporate identification on the check-in podium and background screen.
2. Apron Area
 - a. For the proper parking of one aircraft per Gate in a manner that will not impede the movement of aircraft and ground equipment of other airlines.
 - b. For loading and unloading of passengers, cargo, and mail.
 - c. For servicing of aircraft with ground equipment.
3. Cargo Apron Area
 - a. For the parking of aircraft in assigned areas in a manner that will not impede the movement of aircraft and ground equipment of other airlines.
 - b. For loading and unloading of cargo and mail.
 - c. For servicing of aircraft.
4. Loading Bridges
 - a. For aircraft passenger boarding and deboarding.
 - b. For aircraft boarding of Airline personnel, contractors, and furnishers of services.
 - c. For providing Airline's aircraft with air-conditioning and 400 Hz and 28 volts ground power.

Joint Use Space

The Joint Use Space consists of the Baggage Handling Areas of the Terminal Building all as more particularly set forth on Exhibit B.

Section 3.02 SELF-TICKET MACHINES

Airline self-ticket machines shall only be installed, operated, or maintained with the prior written approval of the Director, and will be installed within Airline's Exclusive Use Space or Preferential Use Space in specific locations as approved by the Director.

Section 3.03 TRANSITION SPACE

Airline acknowledges and agrees that at various times during the Term of this Agreement, Airline may be required, upon written notice from the Director, to relocate to and operate out of space different from that shown in Exhibit C to facilitate the construction of projects or installation of fixtures and equipment. Such relocation shall be at the cost of the requesting party. If Airline is required to temporarily relocate to and operate out of different space, Airline's Exhibit C will be temporarily modified to reflect such transition change in square footage and space location in writing. Best efforts will be made to relocate Airline to space of a comparable size and finish. If Airline did not request the transition move, Airline shall not pay for more square footage than what is leased to Airline under this Agreement prior to the transition period during the transition period.

Section 3.04 RIGHT TO PREFERENTIAL USE OF GATES

Airline is herein granted the Preferential Use, but not the exclusive use, of its assigned Gate(s). At those times that Airline and its Affiliates have no scheduled use (scheduled service of airlines having a Ground Handling Services agreement with Airline will be taken into consideration and treated the same as Airline's and its Affiliates schedule use) for one or more of its assigned Gate(s), Airline shall allow other scheduled or nonscheduled airlines authorized by City to use Airport facilities to use such Gate(s), as circumstances and the public interest may require if non-Preferential Use gates are not reasonably available, for loading and unloading only, but in no event shall said use by others take precedence over Airline's scheduled use.

The Director shall use commercially reasonable efforts to utilize unused Gates or common use Gates prior to allowing such airlines to utilize Airline's Preferential Use gates. The Preferential Use rights of Airline and other airlines to use Gates shall be governed by Airport's aircraft operations and Gate assignment metrics to the extent such metrics are not inconsistent with the rights granted Airline herein, but the Director shall provide Airline priority use of its leased gate a minimum of one hour prior and one hour after Airline's scheduled arrivals and departures, as more particularly described in the Rules and Regulations.

In the event the Director assigns third parties to use Airline's Gates, City will collect a per turn use fee from the third party user and credit Airline's rental obligation with actual per turn revenue received by City from third parties for the use of Airline's facilities, less ten percent (10.0%) for City's handling of transactions. The City will charge the third party user a rate equal to the highest per turn rate charged on City Gates. The City will deposit the ten percent (10.0%) for City's handling of transactions into the Airport's Capital Improvement Account and use the deposits to fund Airport Capital Improvements.

Further, Airline may require such non-preferential airline user to enter into an agreement to provide for reimbursement rents, fees, and charges for the use of its Preferential Use Gates. Airline agrees that the per turn charge for the use of Airline's Gate will not exceed the Airport's per turn charge for a Gate.

Section 3.05 EMPLOYEE PARKING

Airline and its Airport employees shall have the right to use the vehicular parking facilities at the Airport, in common with employees of other airlines, tenants, and Airport-related services. Use of the employee parking facilities is subject to the payment of such employee parking fees as may be established from time to time by the Director after review and discussion with the airlines. Such facilities shall be "Well-Lit" and shall be located in an area designated by the Director. Well-Lit is defined as lit to the same standard as non-structural public parking at the Airport.

Airline shall, on request of the Director, provide verification that it is only providing parking for its own employees employed at the Airport.

END OF ARTICLE

ARTICLE 4. USES OF THE AIRPORT

Section 4.01 PERMISSIBLE USES

Subject to the terms and provisions of this Agreement and lawful ordinances of City, and the Rules and Regulations, Airline, by paying all rents, fees, and charges due and otherwise complying with all terms of this Agreement, shall be entitled to the use the Airport, in common with other duly authorized users of the Airport, for the sole purpose of providing Air Transportation. Such use may include the following purposes:

1. The operation of an Air Transportation business by Airline for the carriage by aircraft of persons, property, cargo, and mail, including all activities reasonably necessary to such operation.
2. The landing, taking off, flying over, taxiing, pushing, towing, loading, unloading, delivering fuel to aircraft, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment of or operated by Airline or others, including the right to provide or handle all or part of the operations or services of such others.
3. Nothing herein shall restrict the Director from levying a Business Privilege Fee for operations handled by Airline on behalf of others or service provided to others. Airline shall pay City a Business Privilege Fee as established by the Director pursuant to Section 18.07 below based on the gross revenues derived by Airline from such others. This Business Privilege Fee, however, shall not apply to an Airline providing services to its Affiliates or providing services for itself. Services provided to Airline by third-party contractors will be subject to the Business Privilege Fee but Ground Handling services provided to Airline by its affiliate or Affiliate airline shall not be subject to such fee. If Airlines' Affiliate provides services of any nature to other airlines, the gross revenue received for such service are subject to the Business Privilege Fee.
4. The sale of tickets, documentations of shipments, handling of reservations, and the loading and unloading of persons, property, cargo, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its Air Transportation business. Any ground commercial carrier (including Airline, except for such ground transportation as Airline may provide solely for the benefit of its employees and passengers without charge) regularly transporting persons or their baggage to and from the

Airport shall first secure and thereafter hold a valid permit, lease, license, or other agreement with City for the right to carry persons or their baggage to and from the Airport and shall pay City such rentals, fees, and percentages of the fares of such ground transportation commercial carrier for such right, as City or Director may set by agreements, ordinances, or Rules and Regulations.

5. The training of personnel in the employment of or to be employed by Airline and the testing of aircraft and other equipment utilized at the Airport in the operation of Airline's Air Transportation business; provided, however, that said training and testing shall be incidental to the use of the Airport in the operation by Airline of its Air Transportation business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to use of same. The Director may restrict or prohibit such training and testing operations if, in the Director's reasonable discretion, the Director deems them to interfere with the use of the Airport. Flight training and testing of aircraft and other equipment shall be undertaken by Airline only with the prior written approval of the Director, and to the extent permitted by, and subject to, the Rules and Regulations.
6. The purchase of Airline's requirements of Personal Property or services, including fuel, lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business. Storage of fuel at the Airport is not permitted by this Agreement, but Airline and the Director, on behalf of City, may negotiate a separate agreement regarding the storage of fuel at the Airport. Nothing herein shall restrict the Director from levying a Business Privilege Fee on any person or company for conducting business at the Airport. Airline, Airline Affiliates, and related organizations and subsidiaries' (e.g., Delta Global Services) sale of ground service, other services, and goods to others airlines and organizations shall be subject to the Business Privilege Fee. Airline and City agree that the proceeds from the Business Privilege Fee constitute Airport Revenue and may only be used for Airport purposes. The sale, disposal, and exchange of Airline's aircraft, engines, accessories and other equipment, and materials or supplies, provided that such right shall not be construed as authorizing the

conduct of a separate regular business by Airline, but as permitting Airline to perform only such functions as are incidental to the operation of its Air Transportation business at the Airport.

7. The servicing by Airline, or by its suppliers of materials or furnishers of services, of aircraft and other equipment operated by Airline and its Affiliates, including the provision of line maintenance or other materials or supplies, on Exclusive Use Space or Preferential Use Space or at assigned Gates or other locations designated by the Director.

8. The installation and operation of identifying signs, posters, and graphics on Airline's Exclusive Use and Preferential Use Premises, subject to the prior written approval of the Director. Such signs shall be substantially uniform in size, type, and location with those of other airlines, consistent with Airport's graphic standards, the Rules and Regulations, and in compliance with all applicable laws and ordinances.

9. The installation, maintenance, and operation of such radio, meteorological, and aerial navigation equipment and facilities at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that: (i) the location of such equipment and facilities shall be subject to the prior written approval of the Director; (ii) the use and location of such equipment and facilities shall not conflict with other equipment and facilities at the Airport; and (iii) the use and location of such equipment and facilities on the Airport shall be subject to the payment of standard rental rates established for such use.

10. The installation, maintenance, and operation of computer data lines, non-revenue generating Wi-Fi networks, telephone communications equipment, associated cables, associated conduits, and telephone communications switchgear and support computers at suitable locations on the Airport as may be necessary or convenient in the opinion of Airline for its operations; provided that: (i) the location of such equipment shall be subject to the prior written approval of the Director; (ii) the use and location of such equipment shall not interfere with the use of other equipment on the Airport; (iii) the use and location of such equipment, except for cables, on the Airport shall be only in Exclusive Use Space and Preferential Use Space for which rents, fees and charges are being timely paid by Airline pursuant to this Agreement; (iv) all cables are installed in conduits, and when such cables are no longer needed, they are promptly removed by Airline without damage to the space and the conduits are also promptly removed by Airline if so

required by the Director; and (v) all installation and/or removal is performed in accordance with the Airport's telecommunications infrastructure and security requirements.

11. The installation, maintenance, and operation of passenger clubs, lounges, or VIP rooms in Airline's Exclusive Use Space, subject to the approval of the Director and provided that such right shall not be construed as authorizing the conduct of a separate regular business by Airline, but as permitting Airline to perform only such functions as are incidental to the conduct or operation of its Air Transportation business.

12. Airline will require its contractors to obtain required permits from the Director and pay Business Privilege Fees promptly.

13. The storage and parking of equipment, cargo, and vehicles, but only at such locations as specifically designated by the Director.

14. The maintenance and repair of equipment and vehicles, but only at such locations as specifically designated by the Director.

Section 4.02 RESTRICTIONS

In connection with the exercise of Airline's rights under this Agreement, Airline or any of its agents, employees, directors, officers, contractors, invitees, licensees, or representatives shall not do any of the following, notwithstanding any contrary provision in this Agreement:

1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
2. Do anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
3. Keep or store, at any time, flammable or combustible liquids except in accordance with federal, State, and City laws, including the Uniform Fire Code and the Uniform Building

Code. For purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.

4. Do anything that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time, or jeopardize the operating certificate of the Airport.
5. Do anything that may be in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the Airport.
6. Permit any amusement machine, vending machine, public pay telephone, facsimile machine, copy machine, or other machine operated by coins, tokens, or credit cards to be installed or maintained in any publicly accessible area without the express written determination of the Director in his discretion. Airline or its nominee may, however, install, maintain, and operate vending machines in Airline's Exclusive Use Space not accessible to the public for the purpose of providing and making available foods, beverages and sundry food items to Airline's employees only.
7. Provide commercial ground transportation services to any person upon payment of any fee or charge. However, Airline is expressly excluded from the requirements of any Rules and Regulations promulgated, so long as this ground transportation is provided free of any fee or charge to any passenger (as a result of irregular operations) or employee.
8. Dispose of or permit its agents, employees, directors or officers to dispose of any waste material taken from or products used (whether liquid or solid) with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products first be properly treated by equipment installed with the approval of the Director for that purpose. Such disposal shall take place only after receipt by Airline of written permission from the Director.

9. Perform aircraft engine run-ups except at locations and during time periods approved in writing in advance by the Director.
10. Enter into activities that compete with City in City's development of any non-airline revenue from Airport passengers, tenants, and other users. Should the Director allow Airline to engage in non-airline business activities not specifically permitted in this Agreement, the Director may levy a Business Privilege Fee.

Section 4.03 INGRESS AND EGRESS

Subject to the other provisions hereof and to the Rules and Regulations, and laws and regulations of federal authorities such as the TSA or the Department of Homeland Security, the following privileges of ingress and egress with respect to the Airport are hereby granted:

1. For Airline, its agents, employees, contractors, subcontractors, and permitted sublessees and assigns, access to the Exclusive Use Space, Preferential Use Space, and Joint Use Space and to space used by Airline in common with other airlines. This right shall extend to Airline's aircraft, vehicles, machinery, and equipment used in its Air Transportation business.
2. For Airline's passengers, guests, and invitees, access to the public facing Exclusive Use Space and to other Airport areas provided for the use of Airline's passengers, guests, and invitees in common with those of other airlines, and to public facilities.
3. For Airline's suppliers of materials and furnishers of service, access to the Exclusive Use Space, Preferential Use Space, and the Joint Use Space.

The ingress and egress provided for above shall not be used, enjoyed, or extended to any person, airline, or vehicle engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform under the provisions hereof unless expressly authorized by the Director.

Section 4.04 CONCESSION SERVICES RIGHTS RESERVED BY CITY

Except as otherwise expressly provided herein, City reserves the exclusive right to itself, its agents, and its franchisees to operate all concession services (including, but not limited to, food/beverage and news/gift concessions, specialty retail shops and carts, vending machines, pay telephones, facsimile machines, and other voice and data telecommunications systems, advertising displays, baggage lockers, and baggage carts) in the Terminal Building including Leased Premises, such as Passenger Holdrooms and loading bridge interiors and exterior areas, and to retain the revenue there from; provided, however, that City agrees that no concession services shall be located or operated by City or its nominees in any Exclusive Use Space or Preferential Use Space without Airline's prior consent and providing that City shall not exercise such right in a manner that will materially impede passenger ingress or egress or Airline's business operations. Any concession services in Airlines' Leased Premises must be approved by Airline.

After notice and consultation with Airline, the Director may place advertising in Preferential Use and Joint Use Space and on the Loading Bridge exteriors. The notice will include information about the advertiser, illustration of the advertising to be installed, and information concerning the duration of advertising in Airline's Preferential Use and Joint Use Space and on the Loading Bridge exterior. The notice to Airline will precede scheduled advertising installation by at least thirty (30) days. The Director will not allow airlines competing with Airline to advertise in Airline's in Preferential Use and Joint Use Space and on the Loading Bridge interiors or exteriors surfaces.

City shall operate all concessions and provide such other services (with reasonable consideration to requests made by Airline) for scheduled airline passenger operations at the Airport, as it deems necessary or appropriate.

The distribution, serving or sale of food and/or beverages (including alcoholic beverages) meant to be consumed aboard Airline's aircraft by Airline or its in-flight catering provider shall be limited to Airline's passengers who are in the passenger loading bridge or entrance to the passenger loading bridge and in the process of boarding Airline's aircraft, unless in Airline's

clubroom, otherwise agreed in writing by the Director, or in the event of irregular operations as described above and below. The provisions of this Section notwithstanding, all distribution of alcoholic beverages shall comply with applicable laws.

Airline may provide food and beverages, at no cost, to Airline's customers and passengers in the Passenger Holdrooms during irregular operations. For purposes of this section irregular operations are defined as situations in which actual flight operations vary materially from schedule flight operations. The provision of food and refreshments during irregular operations are not subject to the Business Privilege Fee discussed above so long as food and beverages are disseminated by Airline to Airline's ticketed passengers.

Airline shall have the right to utilize its Exclusive Use Space for the purpose of maintaining and operating club rooms for its guests, invitees, and passengers and may serve beverages, including alcoholic beverages, and appetizers therein with or without charge and subject to all applicable laws, regulations and ordinances; provided, however, that City reserves the right to charge Airline applicable percentages of its gross revenues from the sale of food and beverages consistent with the percentages charged to its food and beverage concessionaires at the Airport, not to exceed 12% on the sale of food and nonalcoholic beverages and 14% on the sale of alcoholic beverages, provided that no such payment shall be required with respect to items obtained from concessionaires already obligated to make such payments to City with respect to such obtained items.

Except as expressly allowed in this Section or approved in writing by the Director, all other serving, distribution or sale of food or beverages by Airline at the Airport is prohibited, except in Airlines' Exclusive Space.

Section 4.05 GROUND HANDLING SERVICES BY AIRLINE OR OTHERS

Airline may contract with or receive from other airlines serving the Airport or other companies Ground Handling Services (both above and below the wing services) for Airline's and its Affiliates' aircraft, provided that Airline provides advance written notice to the Director (or his

designated representative) of such arrangements and uses reasonable efforts to ensure that such other airline or other company shall have entered into an operating permit or agreement or other similar contract with City prior to commencing Ground Handling Services with Airline. Nothing herein shall restrict City from requiring the service provider to have a Permit with City or the Director from levying a Business Privilege Fee for Ground Handling Services on any person or company (including Airline when Airline is providing these services to other non-Affiliate airlines).

Airline may provide Ground Handling Services to aircraft of other airlines (other than its Affiliates) operating at the Airport provided that Airline provides advance written notice to the Director (or his designated representative) of such arrangements and uses commercially reasonable efforts to ensure that such other airline has entered into an operating permit or agreement or similar contract with City prior to conducting its operations at the Airport. Airline's insurance, as required in this Agreement, shall provide insurance coverage for such Ground Handling Services.

Section 4.06 REMOVAL OF DISABLED AIRCRAFT

Upon release of Airline's disabled aircraft by the proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and Gate positions) and place any such disabled aircraft in such storage area as may be designated by the Director.

Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Director. If Airline fails to remove any of its disabled aircraft promptly in accordance with this Section, the Director may, but shall not be obligated to, cause the removal of such disabled aircraft. However, City's election to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse City for all costs of such removal.

Alternatively, at the discretion of Airline, the disabled aircraft can be stored at an Off-Airport location.

SECTION 4.07 AIRLINE PRECAUTIONS

Precaution shall be exercised at all times by Airline for the protection of all persons, including employees, and property. Airline shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures shall reasonably be expected.

END OF ARTICLE

ARTICLE 5. AIRLINE AFFILIATES

Section 5.01 DESIGNATION OF AFFILIATES

Airline may designate one or more Affiliates to operate at the Airport. In the event Airline designates an Affiliate, the following provisions shall apply to Airline and the Affiliate:

a. The Airline may not use an Affiliate at Airport without first (i) designating the Affiliate on the form — Airline Affiliate Operating Permit, attached as Exhibits I; (ii) submitting an Affiliate Operating Permit that has been executed by duly authorized officials of Airline and the Affiliate and by the Director on behalf of City; and (iii) confirming for City, in writing that by executing the Affiliate Operating Permit, Airline will pay Affiliate's Landing Fees, Terminal Building Rents, Loading Bridge Rees, Baggage Handling Systems Fees, Apron Fees, and Cargo Apron Fees due to City on account of the Affiliate's use of any Airport facilities or services as an Affiliate of Airline.

b. Each Affiliate of Airline shall report and pay to City all PFCs that it collects on account of enplaning passengers at the Airport at which it is operating as an Affiliate of Airline. The Airline shall pay to City all Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling Systems Fees, Apron Fees, and Cargo Apron Fees, and submit all activity reports, that are due to City on account of the Affiliate's use of any Airport facilities or services as an Affiliate of Airline; provided, however, that both Airline and the Affiliate shall remain fully responsible and liable to City for the payment of all Landing Fees, Terminal Building Rents, Loading Bridge Rees, Baggage Handling Systems Fees, Apron Fees, and Cargo Apron Fees, and the preparation of all activity reports, that are due to City on account of the use of any Airport facilities or services by the Affiliate.

Section 5.02 RIGHTS OF AFFILIATES

For so long as there does not exist an uncured Airline Event of Default, then:

a. Each Affiliate shall have the same rights as Airline to use Leased Premises.

b. The Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling Systems Fees, Apron Fees, and Cargo Apron Fees due on account of each Affiliate's use of Airport facilities or services shall be calculated as if the Affiliate were a Signatory Airline; provided, however, that the Affiliate's activity as an Affiliate of Airline shall be treated as activity of Airline in calculating Airline's total passengers for the Joint Use Formula and provided, further, that in calculating the Joint Use Formula, the Affiliate shall be treated as if it were Airline and shall not be counted as a separate Signatory Airline for purposes of proration. The Airline shall pay the rents, fees, and charges owed by its Affiliate.

c. For purposes of calculating the percentage in Section 9.01 Capital Improvement Coordination, Airline's payments of Affiliate's Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling Systems Fees, Apron Fees, and Cargo Apron Fees on account of the Affiliate's use of the Airport's facilities or services as an Affiliate of Airline shall be treated as Airline's payments.

Section 5.03 MULTIPLE AFFILIATES

More than one Signatory Airline may from time to time designate the same Air Transportation Company as its Affiliate, and each such Signatory Airline shall only be responsible for such Air Transportation Company's operations as its Affiliate.

Section 5.04 TERMINATION OF AFFILIATE

An Air Transportation Company's status as an Affiliate of Airline at the Airport may be terminated by Airline upon not less than thirty (30) days written notice to City. The Airline's liability to City for the payment of all Landing Fees, Terminal Building Rents, Loading Bridge Fees, Baggage Handling Systems Fees, Apron Fees, and Cargo Apron Fees, and other charges (including PFCs), and the submission of all activity reports, that are due to City on account of the use of any Airport facilities or services by the terminated Affiliate shall survive the termination of its Affiliate status; provided, however, that Airline shall only be responsible for such payments and reports as relate to the terminated Affiliate's operations before its proper termination by Airline took effect.

Section 5.05 SIGNATORY AIRLINE AS AFFILIATE

If an Air Transportation Company operating at the Airport as an Affiliate of Airline becomes a Signatory Airline, such Air Transportation Company must immediately terminate its status as an Affiliate of Airline.

END OF ARTICLE

ARTICLE 6. RENTS AND FEES

Section 6.01 CONSIDERATION

In consideration for use of the Leased Premises, facilities, rights, and privileges granted hereunder and for the undertakings of City, Airline agrees to pay City during the Term of this Agreement, without deduction or set-off those certain rents, fees, and other charges as set forth in this Article and as recalculated from time to time according to the procedures of Article 7 hereof.

Section 6.02 TERMINAL BUILDING RENTS

Airline shall pay City for its Exclusive Use Space, Preferential Use Space, and Joint Use Space in the Terminal Building monthly rent based on the annual rental rates for areas calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.03 LOADING BRIDGE FEES

Airline shall pay City a monthly fee for its Preferential Use of City-owned passenger Loading Bridges at the Terminal Building. Such fee shall be calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.04 BAGGAGE HANDLING SYSTEM FEE

Airline shall pay City a monthly fee for its use of the Baggage Handling System. The Baggage Handling System Fee will be the sum of the operation and maintenance expenses of the Baggage Handling System. Such fee shall be calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.05 APRON AREA FEES

Airline shall pay City for its Preferential Use of the Apron Area, a monthly fee based on the annual rental rates for such areas calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.06 CARGO APRON AREA FEES

Airline shall pay City for its Preferential Use of the Cargo Apron Area a monthly fee based on the annual rental rates for such areas calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.07 LANDING FEES

Airline shall pay City for its use of the Airfield Area monthly Landing Fees based on the annual Landing Fee rate calculated each Fiscal Year in accordance with Article 6 hereof. City will use commercially reasonable efforts to charge and collect Landing Fees from all commercial Air Transportation users of the Airfield Area.

At no time during the term of this Agreement shall the landing fee rate per 1,000 pounds of landed weight be less than twenty-five cents (\$0.25).

Section 6.08 CITY GATE PER USE CHARGES

Airline shall pay City for its use of the Remote Parking Area and the un-leased Passenger Holdrooms, Loading Bridges, and Aircraft Apron parking positions. The charges for these items will be based on the annual per use charges calculated each Fiscal Year in accordance with Article 7 hereof.

Section 6.09 OTHER CHARGES

City reserves the right to assess, and Airline agrees to pay other reasonable charges that include but would not be limited to the following:

1. Rents, fees, and charges for land, facilities, and equipment the use of which has not conveyed above. This category of charges would include, but is not limited to, the use of Airport controlled un-leased Passenger Holdrooms, Apron Areas, Cargo Apron Areas, Loading Bridges, Remote Aircraft Parking Area, Airport's Triturator, Airport aircraft de-icing equipment, and potable water cabinets.

2. Interest and penalties on Airline's delinquent rents, fees, and charges.
3. Fines levied by the Director for Airline's violations of the Rules and Regulations, lost badges, etc. per the schedule of fines set forth in the Rules and Regulations.
4. Fines levied by government authorities against the Airport for Airline's acts or failure to act.
5. Telecommunications trunk equipment charges.
6. Charges for employee parking facilities.
7. Charges for security processing and the issuance of security identification badges for Airline's employees.

Section 6.10 TIME OF PAYMENT

The following sets forth the time of Airline payments of rents, fees, and charges to City.

- a. Exclusive Use Space and Preferential Use Space rents shall be paid on or before the first day of each month in advance. The Airport's invoice for monthly Exclusive Use Space and Preferential Use Space rent will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.
- b. The Joint Use Space rents shall be paid on or before the first day of each month in advance based on an Airport invoice that will calculate the amount due based on the Joint Use Formula proration utilizing the most recent month's enplanement statistics available. The Airport's invoice for monthly Joint Use Space rent will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.
- c. The Loading Bridge Fees shall be paid on or before the first day of each month in advance. The Airport's invoice for the monthly Loading Bridges Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

d. The Baggage Handling System Fee shall be paid on or before the first day of each month in advance based on a Airport invoice that will calculate the amount due based on the Joint Use Formula proration utilizing the most recent month's enplanement statistics available. The Airport's invoice for monthly Baggage Handling System Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

e. The Apron Area Fees shall be paid on or before the first day of each month in advance. The Airport's invoice for the monthly Apron Area Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

f. The Cargo Apron Area Fees shall be paid on or before the first day of each month in advance. The Airport's invoice for the monthly Cargo Apron Area Fee will be transmitted to Airline by the fifteenth (15th) day of each month and is payable on or before the first day of the following month.

g. Landing Fees shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations and shall be transmitted to the Director together with Airline's monthly statistical report.

h. The Airport's invoice for the monthly charges for use of the Remote Parking Area and un-leased Passenger Holdrooms, Loading Bridges, and Apron Area and Cargo Apron Area Aircraft Parking Positions for each month of operations shall be due and payable without deduction or setoff within fifteen (15) days after the last day of the month after such month of operations.

- i. Rents, fees, and charges not described in paragraphs (a) through (h) above shall be due and payable within thirty (30) days after transmittal of an invoice therefor by the Director.
- j. The acceptance of any payment made by Airline shall not preclude City from verifying the accuracy of Airline's report and computations or from recovering any additional payment actually due from Airline or preclude Airline from later demonstrating that Airline's report was inaccurate and that a lesser amount was properly owed (and to recover any such overpayment).

Section 6.11 PFC COLLECTION AND HANDLING

Airline shall faithfully collect and promptly remit to City, and cause its Affiliates to faithfully collect and promptly remit to City, not less than monthly (without notice or demand by City and in accordance with 14 CFR 158 Passenger Facility Charges as this regulation may be amended from time to time) the proceeds of City's PFCs and shall punctually file, and cause its Affiliates to punctually file, quarterly reports in accordance with 49 U.S.C. 40177 and the requirements of 14 CFR 158, so long as City has an approved PFC in effect. Airline shall keep and maintain, and shall cause its Affiliates to keep and maintain, all of City's PFCs in a separate account used solely for such purpose and shall not commingle the proceeds of City's PFCs with any other monies or funds of Airline, its Affiliates or any other person or entity. The PFCs shall at all times be the sole and separate property of City, and all PFCs collected by Airline or its Affiliates shall be held in trust by Airline and its Affiliates for the sole use and benefit of City until remitted to City. In no event shall the PFCs constitute property of the estate of Airline or its Affiliates under 11 U.S.C. Section 541 in the event of the filing of a petition in bankruptcy by or against Airline, its Affiliates or any other person or entity.

Section 6.12 PLACE OF PAYMENT

Rents, fees, and charges shall be paid in United States Dollars by wire, electronic funds transfer, or check payable to City of Pensacola, Florida, which shall be delivered or mailed, postage prepaid, to City of Pensacola, Pensacola International Airport, 2430 Airport Blvd., Ste. 225, Pensacola, FL 32504 or which may be paid by wire transfers to accounts of the Airport

designated in writing by the Director. To arrange payment by wire or electronic funds transfer, Airline shall contact the Director at (850) 436-5000 for further information.

Section 6.13 ADDITIONAL RENT

City, after written notice to Airline, may, but is not obligated to, cure any default on Airline's part in fulfilling Airline's covenants and obligations under this Agreement. Actual amounts paid or costs incurred by City to cure any such default, together with an administration fee equal to fifteen percent (15%) of such actual amounts paid or costs incurred, are hereby agreed on and declared to be additional rent. Unless otherwise provided herein, all additional rent shall be due and payable on the later of either fifteen (15) days after receipt by Airline of an invoice therefor or with the next succeeding installment of monthly rent due under this Agreement. This Section will not apply in the case of a default where Airline is diligently acting to cure the default; provided that Airline is proceeding in good faith with reasonable dispatch to cure same.

Section 6.14 LIQUIDATED DAMAGE ON OVERDUE PAYMENTS

Without waiving any other right available to City in the event of a default in Airline's payment of any rents, fees, and charges under this Agreement, including Passenger Facility Charge proceeds, which continues for a period of thirty (30) calendar days or more from the date when such payment is due to City, Airline shall pay City late fees thereon, from the date such rents, fees, or charges become payable to the date of payment at the rate of one and one-half percent (1.5%) per month; provided, however, that if the maximum rate then provided by law is less than 1.5% per month, then the rate shall be such maximum legal rate. City may, but is not obligated to provide Airline with a written reminder when invoiced rents, fees, or charges have not been received within thirty (30) calendar days of transmittal of the invoice therefor.

Section 6.15 PERFORMANCE GUARANTEE — AIRLINE RENTS AND FEES

To guarantee and secure Airline's faithful performance of all terms and conditions contained herein, including but not limited to the timely payment of all rents, fees, and charges, Airline shall deliver to City upon the execution of this Agreement, and shall thereafter continuously

maintain in effect until the expiration or termination of this Agreement, a “Performance Guarantee” in the aggregate amount of:

- a. Airline’s and its Affiliates estimated rents for Exclusive Use Space, Preferential Use Space, and Joint Use Space for two (2) months;
- b. Airline’s and its Affiliates estimated Loading Bridge Fee for two (2) months;
- c. Airline’s and its Affiliates estimated Apron Use Fee for two (2) months;
- d. Airline’s and its Affiliates estimated Cargo Apron Use Fee for two (2) months;
- e. Airline’s and its Affiliates estimated Baggage Handling System Fee for two (2) average months (as determined using activity data for the most recent twelve (12) calendar months to determine Airline’s obligation using the Joint Use Formula); and
- f. Airline’s and its Affiliates estimated Landing Fees for two (2) average months (determined by multiplying Airline’s estimated landed weight each year by sixteen and two thirds (16.667%) percent and then multiplying such product by the actual Landing Fee rate effective for the Fiscal Year).

The amount of the Performance Guarantee may be adjusted by the Director annually, or more frequently to maintain an average two (2) months rents and fees Performance Guarantee based on current rent and fee levels. Such Performance Guarantee shall be in the form of a Letter of Credit, quick pay bond (i.e., payable within ten (10) days of demand), or other instrument reasonably satisfactory in all respects to the Director, in a form reasonably acceptable to the Director. The Performance Guarantee must provide that it shall automatically renew and remain in full force and effect for a period extending two (2) months following the expiration or early termination of this Agreement.

In the event City is required to draw down or collect against Airline's Performance Guarantee for any reason, Airline shall, within ten (10) business days after City's written demand, take such action as may be necessary to replenish the existing Performance Guarantee to its original value

or to provide a replacement Performance Guarantee from another source so that the aggregate of Performance Guarantee (s) is equal to the total amount required above.

In the event that any such Performance Guarantee shall be for a period less than the full period required above or if the Performance Guarantee will be cancelled, then not less than fifteen (15) days prior to the termination or cancellation of the Performance Guarantee, Airline shall provide a renewal or replacement Performance Guarantee for the remaining required period so that there is no interruption in coverage.

Airline and City agree that this Agreement constitutes an 'unexpired lease' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 U.S.C.) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Upon Airline's election to assume this Agreement under the United States Bankruptcy Code (Title 11 U.S.C.) or any successor statute, as such may be amended, supplemented, or replaced, City, by written notice to Airline given at any time within ninety (90) days of the date that such election becomes known to City, may impose or re-impose the Performance Guarantee requirements on Airline. In such event, Airline shall provide City with the required Performance Guarantee within ten (10) days from its receipt of such written notice and shall thereafter maintain such Performance Guaranty in effect until the expiration or termination of this Agreement. Furthermore, Airline and City agree that if Airline provides a Performance Guarantee in the form of a bond or irrevocable letter of credit, whether before or after the commencement of any bankruptcy or insolvency proceeding by or against Airline, such Performance Guarantee provided by Airline is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 U.S.C.), it being understood that any Performance Guarantee is the property of the third (3rd) party providing it (subject to City's ability to draw against the Performance Guarantee) and that all PFCs, less the allowable collection fees, collected by Airline with respect to Enplaned Passengers at the Airport are the property of City.

END OF ARTICLE

ARTICLE 7. CALCULATION OF RENTS, FEES, AND OTHER CHARGES

Section 7.01 ANNUAL CALCULATIONS

Each Fiscal Year, beginning with Fiscal Year 2018, the Terminal Building Rental Rates, the Apron Area Fee, the Cargo Apron Fee, the Loading Bridge Fee, the Baggage Handling System Fee, and the Landing Fee rate will be calculated by the Director as provided in this Article 7. Any such calculation of rents, fees, and other charges will be effective on the first day of the applicable Fiscal Year or the first day of the month during the Fiscal Year following a midyear rate adjustment.

By July 15th of each year, or as soon as practical thereafter, the Director will provide each airline then currently engaged in Air Transportation at the Airport with a complete copy of the proposed Airport Budget and exhibits showing proposed rents, fees, and charges, calculated in accordance with Article 7 of this Agreement, for the succeeding Fiscal Year. The Director will consult with such airlines concerning the proposed Airport Budget and the proposed rents, fees, and charges.

By September 1st of each year, or as soon as practical thereafter, the Director will make any revisions to the proposed rents, fees, and charges as the Director determines, in its reasonable discretion, to be warranted as a result of consultation with the airlines or otherwise, and will provide written notice to each airline then currently engaged in Air Transportation at the Airport of new rents, fees, and charges to be effective as of October 1st of that year, contingent upon the Pensacola City Council's adoption of the Budget.

Section 7.02 CALCULATION OF TERMINAL BUILDING RENTAL RATES

- a. Each year, the Director will calculate the "Terminal Building Requirement" for the applicable Fiscal Year by totaling the following estimated amounts:
 1. The total of direct and indirect estimated Maintenance and Operating Expenses allocable to the Terminal Building.

2. The total of Capital Outlays allocable to the Terminal Building
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and or other obligations and or indebtedness allocable to the Terminal Building or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
 4. The amount of any deposit to the Maintenance and Operating Reserve Fund allocable to the Terminal Building required by a Bond Resolution.
 5. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport, or its operation, allocable to the Terminal Building.
 6. The amount required to replenish any Bond Fund allocable to the Terminal Building.
 7. Any other expenses allocable to the Terminal Building not included above.
- b. The sum of items 1 through 7 is the Terminal Building Requirement. The Terminal Building Requirement will be reduced by the estimated amount of Revenue from the Terminal Building Food/Beverage concession (currently operated by OHM, Incorporated) and News/Gift concession (currently operated by Paradies Lagardere) resulting in the Net Terminal Building Requirement.
 - c. The average rental rate per square foot will then be calculated by dividing the Net Terminal Building Requirement by the Total Space. The average rental rate per square foot will be multiplied by Airline Space to determine the Airline Terminal Building Rental Requirement. The Airline Terminal Building Rental Requirement will be divided by Airline Rented Space to determine the Airline rental rate per square foot.
 - d. The rents for Airline's Exclusive Use Space and Preferential Use Space in the Terminal Building will be computed as the product of the Airline rental rate per square foot and the total amount of square footage of Airline's Exclusive Use Space and Preferential Use Space in the Terminal Building.

Section 7.03 CALCULATION OF APRON AREA FEES

- a. Each year, the Director will calculate the Apron Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts:
 1. The total of direct and indirect estimated Maintenance and Operating Expenses allocable to the Apron Area.
 2. The total of Capital Outlays allocable to the Apron Area.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Apron Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
 4. The amount of any deposit to the Maintenance and Operating Reserve Fund allocable to the Apron Area required by a Bond Resolution.
 5. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Apron Area.
 6. The amount required to replenish any Bond Fund allocable to the Apron Area.
 7. Any other expenses allocable to the Apron Area not included above.
- b. The Apron Area Fee will then be calculated by dividing the Apron Area Requirement by the total linear feet in the Apron Area measured 100 feet from the Terminal Building.
- c. The rents for any Apron Area assigned to Airline on a Preferential Use basis will be computed as the product of the Apron Area Fee and the linear feet assigned to Airline.

Section 7.04 CALCULATION OF CARGO APRON AREA FEES

- a. Each year, the Director will calculate the Cargo Apron Area Requirement for the applicable Fiscal Year by totaling the following estimated amounts:
 1. The total of direct and indirect estimated Maintenance and Operating Expenses allocable to the Cargo Apron Area.

2. The total of Capital Outlays allocable to the Cargo Apron Area.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Cargo Apron Area or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
 4. The amount of any deposit to the Maintenance and Operating Reserve Fund allocable to the Cargo Apron Area required by a Bond Resolution.
 5. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Cargo Apron Area.
 6. The amount required to replenish any Bond Fund allocable to the Cargo Apron Area.
 7. Any other expenses allocable to the Cargo Apron Area not included above.
- b. The Cargo Apron Area Fee will then be calculated by dividing the Cargo Apron Area Requirement by the total linear feet in the Cargo Apron Area.
 - c. The rents for any Cargo Apron Area assigned to Airline on a Preferential Use basis will be computed as the product of the Cargo Apron Area Fee and the linear feet of Cargo Apron assigned to Airline.

Section 7.05 CALCULATION OF LOADING BRIDGE FEE

- a. Each year, the Director will calculate the Loading Bridge Requirement for the applicable Fiscal Year by totaling the following amounts:
 1. The total of direct and indirect estimated Maintenance and Operating Expenses allocable to the Loading Bridges.
 2. The total of Capital Outlays allocable to the Loading Bridges.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Loading Bridges or

such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).

4. The amount of any deposit to the Maintenance and Operating Reserve Fund allocable to the Loading Bridges required by a Bond Resolution.
 5. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Loading Bridges.
 6. The amount required to replenish any Bond Fund allocable to the Loading Bridges.
 7. Any other expenses allocable to the Loading Bridges not included above.
- b. The Loading Bridge Fee per Loading Bridge will then be calculated by dividing the Loading Bridge Requirement by the total number of Loading Bridges at the Terminal Building. The fees for all Loading Bridges associated with Gates assigned to Airline on a Preferential Use basis will be computed as the product of the Loading Bridge Fee and the number of Loading Bridges so assigned to Airline.

Section 7.06 CALCULATION OF BAGGAGE HANDLING SYSTEM FEE

- a. Each year, the Director will calculate the Baggage Handling System Fee Requirement for the applicable Fiscal Year by totaling the following estimated amounts:
 1. The total of direct and indirect estimated Maintenance and Operating Expenses allocable to the Baggage Handling System.
 2. The total of Capital Outlays allocable to the Baggage Handling System.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds or other obligations or indebtedness allocable to the Baggage Handling System or such other amount as may be required by a Bond Resolution or loan document, less amounts paid by other sources (e.g. PFC revenues).
 4. The amount of any deposit to the Maintenance and Operating Reserve Fund allocable to the Baggage Handling System required by a Bond Resolution.

5. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport or its operation allocable to the Baggage Handling System.
 6. The amount required to replenish any Bond Fund allocable to the Baggage Handling System.
 7. Any other expenses allocable to the Baggage Handling System not included above.
- b. The sum of items 1 through 7 above, less revenue from users of the Baggage Handling System from users other than Signatory Airlines, is the Baggage Handling System Fee Requirement. The Baggage Handling System Fee Requirement will be prorated monthly among all airlines using the Joint Use Formula.

Section 7.07 CALCULATION OF LANDING FEE RATE

- a. Each year, the Director will calculate the Airport Landing Fee Requirement for the applicable Fiscal Year by totaling the following amounts:
1. The total of direct and indirect estimated Maintenance and Operating Expenses of the Airport.
 2. The total of Airport Capital Outlays.
 3. An amount equal to 1.25 times the Annual Debt Service Requirement on all Bonds and other obligations and indebtedness, or if the aggregate of the amounts payable by Signatory Airlines under this Article 7, plus other available revenue (e.g. PFC revenues) of the Airport, are less than 1.25 times Maximum Annual Debt Service then the amounts calculated under this Section shall be 1.25 times Maximum Annual Debt Service, less amounts payable from other source (e.g. PFC revenues), or such other amount as may be required by a Bond Resolution or loan document.
 4. The amount of any deposit to the Airport Maintenance and Operating Reserve Fund required by a Bond Resolution.
 5. The estimated amount of any assessment, judgment, or charge (net of insurance proceeds) to become payable by City relating directly to the Airport, or its operation.
 6. The amount required to replenish any Airport Bond Fund.
 7. Any other Airport expenses.

8. An amount equal to seventeen and one-half percent (17.5%) of Non-Airline Revenues derived by City during the Fiscal Year Non-Airline Revenue is defined as Airport Revenue from sources other than from Airline and other airlines with agreements substantially the same as this Agreement.
 9. Any overpayment or underpayment for the operation of the Airport during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years (including adjustment [actual versus estimate] for the deposit to the Capital Improvement Account so that this account only receives a deposit of seventeen and one-half percent (17.5%) of the projection of Non-Airline Revenue in any Fiscal Year) to reflect any difference between actual versus estimated revenues or expenses.
- b. From this total, the Director will deduct the estimated Landing Fee Credits from the Landing Fee Requirement to yield the Net Landing Fee Requirement. The Landing Fee rate per one thousand (1,000) pound units of Landed Weight will then be calculated by dividing the Net Landing Fee Requirement by Total Landed Weight. The Landing Fee for each airline will be calculated by multiplying Airline's Landed Weight for the month by the Landing Fee rate then in effect.

Section 7.08 ADJUSTMENTS

The adjustments that the Director may make to the foregoing rents, fees and charges are as described in the following paragraphs.

Midyear Adjustment.

The Director will provide quarterly budget updates to airlines. If it appears to the Director during the course of any Fiscal Year, that the budgeted expenses or projected levels of airline activity the Director used to calculate the rents, fees, and charges set forth above are likely to vary by more than ten percent (10%) from actual results, the Director may make adjustments to such rents, fees, and charges at midyear. The Director shall provide Airline with at least thirty (30) days' advance written notice of any adjustments to be made under this paragraph, which shall include accompanying budget variances and calculations to demonstrate need for adjustment and

resulting change in rates, fees and charges. Any such mid-year adjustment will be effective the first day of the month following the notification period.

Extraordinary Adjustments of Rents, Fees, and Charges

Notwithstanding any other provisions hereof, if, at any time during the term of this Agreement, Airport Revenue (and the reserves designated for such purposes) is not sufficient to pay when due Airport obligations, including, without limitation, emergency repairs or expenses that relate to the Airport or any aspect thereof, the Director may, with thirty (30) days' advance written notice to and in consultation with Airline and other airlines, implement recalculated rents, fees, and charges in accordance with this Article 6 using revised Airport operating costs and expenses formulated to recover all expenses for that Fiscal Year in that Fiscal Year.

Landing Fee Variance Adjustment

If total Landing Fees of all airlines for any calendar quarter vary more than ten percent (10%) from the projected total Landing Fees for such quarter (adjusted for seasonality), the Landing Fee rate shall, if deemed necessary by the Director, with thirty (30) days' notice to and in consultation with the airlines, be adjusted for the balance of such Fiscal Year by an amount equal to the difference between projected and actual total Landing Fees divided by the estimated Total Landed Weight of the airlines during the balance of such Fiscal Year.

END OF ARTICLE

ARTICLE 8. MONTHLY ACTIVITY REPORTS

Section 8.01 REQUIRED MONTHLY ACTIVITY REPORTS

Airline shall furnish to the Director, on or before the tenth (10th) day of each month, an accurate verified report detailing its operations for the previous month on forms prescribed by the Director. Said report shall include, but shall not be limited to:

- a. Airline's total number of Aircraft Arrivals by type of aircraft and Maximum Gross Landing Weight of each type of aircraft.
- b. The total number of Enplaned Passengers and deplaned passengers of Airline and its Affiliates.
- c. The total weight of freight, mail, and other cargo, enplaned and deplaned for such month.

The Monthly Activity Reports can be submitted electronically at RC@cityofpensacola.com or such other email address as the Director may designate from time to time.

City reserves the right to periodically audit these reports to verify the accuracy of the information.

Section 8.02 FAILURE TO FURNISH REPORT

If Airline fails to furnish the Director with the report described above, Airline's Landing Fee shall be determined by assuming that the Total Landed Weight for Airline during the preceding month was one hundred percent (100.0%) of the Total Landed Weight for the most recent month for which such figure is available or other available data. Any necessary adjustment in such Landing Fee shall be calculated after an accurate report is delivered to the Director by Airline for the month in question, and resulting surpluses or deficits shall be applied to Airline's Landing Fee for the next succeeding month. An accounting fee of fifteen percent (15%) of the amount due as shown on such statement, or such lesser accounting fee as may be determined by the Director to be sufficient to reimburse City, shall be payable by Airline for the additional services required by City pursuant to this paragraph.

END OF ARTICLE

ARTICLE 9. CAPITAL IMPROVEMENTS

The parties hereto recognize that Capital Improvements to preserve, protect, enhance, expand, or otherwise improve the Airport, or any part thereof, will be required during the Term of this Agreement. Any such Capital Improvement shall be subject to the provisions of this Article.

Section 9.01 CAPITAL IMPROVEMENT COORDINATION WITH AIRLINE

On or about July 1, or approximately ninety (90) days prior to the end of the then-current Fiscal Year, the Director shall notify Airline in writing of the Airport's proposed Capital Improvement program for the subsequent Fiscal Year, as contained in the Airport's proposed Capital Improvement budget for the Fiscal Year. Also, the Director may notify Airline in writing at any other time of proposed Capital Improvements.

The Director will provide Airline a written description of such Capital Improvements, such description to include the purpose, method of financing, and any reasonably anticipated effect on Airline rents, fees, and charges hereunder and, to meet with Airline and other airlines within thirty (30) days after notification to Airline of said Capital Improvement to further discuss the proposed Capital Improvement.

The Director will give due consideration to the comments and recommendation of Airline with respect to the proposed Capital Improvements. Certain Capital Improvements are subject to deferral if Airline, together with other airlines, requests a deferral of a proposed Capital Improvement as set forth herein.

If at least seventy-five percent (75%) in number of the Signatory Airlines currently operating at the Airport (excluding Affiliates), and representing at least seventy-five percent (75%) of airline rents, fees, and charges paid during the previous Fiscal Year request deferral of a particular Capital Improvement not excluded below, it will be deferred for a period of twelve (12) months. Any such request for deferral must be in writing and submitted to the Director by Airline within

thirty (30) days following the meeting as described above in accordance with Section 18.11 below.

For Capital Improvements in the Terminal Building, Apron Area, Baggage Handling System, Cargo Apron Area, and Loading Bridge cost centers, only Signatory Airlines that are projected to pay the costs of these Capital Improvements through rents and fees will be considered in the above calculation of “seventy-five percent (75%)” in number and representing “seventy-five percent (75%)” of Signatory Airline rents, fees, and charges paid during the previous Fiscal Year.

In the event of a Capital Improvement deferral, the Capital Improvement will be deferred for twelve (12) months following the deferral request. Following the twelve (12) months deferral period, the Capital Improvement may be constructed and the capital, operating, and maintenance costs and expenses will be included in airline’s rents, fees and charges upon the Capital Improvement’s completion.

Section 9.02 CAPITAL IMPROVEMENT NOT SUBJECT TO DEFERRAL

The following types of Capital Improvements are not subject to deferral by the airlines:

1. Capital Improvements, as described in Exhibit H, under way as of the effective date of this Agreement.
2. Acquisition of land that is identified in the Airport’s Master Plan or is determined to be required for the efficient operation and maintenance Airport.
3. Capital Improvements that are planning projects.
4. Any Capital Improvements having a net cost to City of less than One Million Dollars (\$1 million), provided that such Capital Improvement shall be for a functionally complete project.

5. Projects required for public safety or air transportation security when directed by the governmental authority having jurisdiction over the Airport, airlines' operations, or the safety and security aspect of the Airport's operations.
6. Casualty damage to the Airport that exceeds the proceeds of insurance, which property must be rebuilt in kind or replaced in kind to satisfy City's obligations or maintain a source of revenue.
7. Special Purpose Facilities as defined herein, provided, that in all cases, the tenant or other users of such Special Purpose Facilities shall be required to pay directly or reimburse City for all costs associated with such Special Facilities.
8. Capital Improvements or additions necessary to ensure compliance with lawful orders or requirements of other authorities and that are necessary for aircraft operations or are related to the issuance of federal or State grants to City.
9. Capital Improvements or expenditures necessary to settle claims, satisfy judgments, or comply with orders against City by reason of its ownership, operation, maintenance, or use of the Airport.
10. Capital Improvements or expenditures of an emergency nature, which, if not made, would result in the closing of the Airport.
11. Any financially self-supporting projects, which will not impact airlines' rents, charges, and fees.
12. Capital Improvements to the Airport necessitated by the unique requirements of an airline for which such airline has agreed to pay all costs thereof.

13. Capital Improvements to be funded in whole or in part with the proceeds of the Passenger Facility Charge, which will be subject to the FAA required consultation, review, and approval process for application and use of such funds.
14. Capital Improvements to be funded with balances available in the Airport's Capital Improvement Account in the Capital Fund.

END OF ARTICLE

ARTICLE 10. BOND RESOLUTION SUBORDINATION AND APPLICATION OF REVENUES

Section 10.01 SUBORDINATION TO BOND RESOLUTION

This Agreement and the terms hereof, and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by City to secure Airport Bonds or other types of financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution, other types of financing documents authorizing the issuance of Airport Bonds and other forms of debt by City. City may amend or modify the Bond Resolution or other financing documents or make any change thereto that does not materially or adversely affect Airline rights under this Agreement. Conflicts between this Agreement and the Bond Resolution or other financing documents shall be resolved in favor of the Bond Resolution or other financing documents.

The City represents and warrants that to the best of its knowledge the provisions hereof relating to the Airport Bonds are consistent with the Bond Resolutions and financing documents and that there are no conflicts between the terms hereof and the Bond Resolutions or any such financing documents.

All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

Section 10.02 DISPOSITION OF AIRPORT REVENUE, PASSENGER FACILITY CHARGE, AND CUSTOMER FACILITY CHARGE PROCEEDS

All Airport Revenue shall be deposited, applied, and allocated to the funds and accounts in the manner and according to the priority provided for in the applicable Bond Resolution(s) or other financing documents.

All Passenger Facility Charge proceeds shall be deposited, applied, and allocated in a manner consistent with applicable federal laws and regulations. If Passenger Facility Charge proceeds

are pledged to repay Bonds, then those proceeds shall be deposited, applied, and allocated in the funds and accounts in the manner and according to the priority provided for in the applicable Bond Resolution(s).

All Customer Facility Charge proceeds are not Airport Revenue and are restricted to pay the costs of rental car and related facilities. They shall be deposited, applied, and allocated in a manner consistent with applicable agreements, financing documents, laws and regulations.

Section 10.03 REVENUES AND EXPENSE RECORDS

City will maintain an Airport accounting system and will maintain accounting records that document the following items: (a) Annual Airport Revenue, (b) Maintenance and Operating Expenses, (c) Capital Outlays, (d) Annual Debt Service, (e) Amortization, and (f) Capital Improvements and income received from City in connection with the operation of the Airport and other expenses incurred by City for the improvement, renovation, or enhancement of the Airport as they may be charged directly or allocated to each Airport Cost Center.

END OF ARTICLE

ARTICLE 11. MAINTENANCE, REPAIR, AND OPERATION OF THE AIRPORT

Section 11.01 CITY'S RESPONSIBILITIES

The following are City's responsibilities.

Airport Facilities - General

Except as otherwise provided in this Agreement, and subject to applicable laws governing City's right to budget, appropriate and spend money, City agrees to maintain, operate, and keep in good repair the areas and facilities required by this Agreement to be maintained, operated and repaired by City in accordance with the practices of a reasonably prudent airport operator operating an airport comparable and similarly situated to the Airport. City agrees to use commercially reasonable efforts to keep the Airport free from obstructions and to provide for the safe, convenient, and proper use of the Airport by those who are authorized to use same.

Airfield Area Maintenance

Subject to Airline's obligations in Section 11.02, City will maintain, operate, and keep in good repair the areas and facilities in the Airfield Area provided by City for use by the airlines in accordance with the practices of a reasonably prudent airport operator operating an airport comparable and similar situated to the Airport.

Apron Area

Subject to Airline's obligations in Section 11.02, City will provide maintenance for the Apron Area (as shown on Exhibit E), drainage maintenance, and Apron Area lighting. City will provide electricity for Apron Area lighting and will include the cost of electricity in City's fees for use of the Apron Area.

Baggage Handling System

City shall be responsible for maintenance and operation of the Baggage Handling System (as shown in Exhibit D) including, without limitation, the maintenance of all equipment, systems

and fixtures. City will provide electricity to the Baggage Handling System. The cost of electricity shall be included in City's fees for use of the Baggage Handling System.

Cargo Apron Area

Subject to Airline's obligations in Section 11.02, City will provide maintenance for the Cargo Apron Area (as shown on Exhibit F) and drainage maintenance. City will provide electricity for Cargo Apron Area lighting and will include the cost of electricity in City's fees for use of the Cargo Apron Area. Cargo Apron Area lighting will be provided by the airline requiring such lighting.

Loading Bridges

City will provide maintenance, janitorial, and electricity to the Loading Bridges. The cost of maintenance, janitorial, and electricity shall be included in City's fees for use of the Loading Bridges.

Terminal Building - General

Except as otherwise provided in this Agreement, and subject to applicable laws governing City's right to budget, appropriate and spend money, City will: (a) furnish structural maintenance (including maintenance of the roof) of City-owned facilities including the Terminal Building; (b) provide maintenance and operation of City-installed equipment and systems; (c) install and furnish electrical power for interior area lighting throughout the Terminal Building, Apron Area, Loading Bridges and Baggage Handling System; (d) provide heating and air conditioning in enclosed interior areas of the Terminal Building, Loading Bridges and Baggage Handling System; (e) provide lighting fixture repair in Public View Areas and the unrented areas of the Terminal Building; (f) provide maintenance of City installed plumbing lines (but excluding plumbing fixtures); and (g) provide drinking water in the Terminal Building.

Terminal Building Public View Areas

The City will keep in good repair and provide janitorial services in the areas of the Terminal Building in public view (the "Public View Areas") in both Exclusive Use and Preferential Use

Spaces, as shown on Exhibits B and C and all additions, improvements, and facilities now or hereafter provided by City at or in connection with the Terminal Building for use by all airlines and the public, excepting any improvements or facilities constructed or installed by Airline, either individually or jointly with others, and those that Airline has agreed under the provisions hereof to operate and maintain. City shall be responsible for interior and exterior window cleaning in Public View Areas of the Terminal Building.

Terminal Building Joint Use Space

In the Joint Use Space, in addition to any other obligations set forth herein, City will furnish janitorial services, repair, maintenance, electricity, and area lighting. In enclosed areas, where appropriate, City will provide heating and air conditioning. The Maintenance and Operating Expenses of the Joint Use Space shall be included in City's rent for the use of the Joint Use Space.

If it is determined by City that the negligent acts or omissions of Airline have caused the need for maintenance as described in this Section 11.01 or repairs to facilities or systems, Airline agrees to pay the cost of maintenance or repair plus fifteen (15%) percent for administration provided Airline has not elected to make the repair itself in a manner approved by the Director.

Section 11.02 AIRLINE'S RESPONSIBILITIES

The following are responsibilities of Airline and may be performed by Airline or Airline's third party service provider, but it is understood that performance by Airline's third party service provider shall not relieve Airline of its responsibilities under this Section.

Exclusive Use Space

Airline, at Airline's sole cost and expense, shall provide all maintenance and janitorial services to the non-Public View Areas of its Exclusive Use Space. Airline shall furnish all janitorial services and all maintenance and operation of Airline-installed improvements and systems in the non-Public View Areas of its Exclusive Use Space. Airline shall provide electrical relamping in the non-Public View Areas of its Exclusive Use Space and all decorating and redecorating when

required in its Exclusive Use Space. Airline shall maintain the non-Public View Areas of its Exclusive Use Space in a neat, clean, sanitary, and operable condition.

Preferential Use Apron Area

Subject to City's obligations in Section 11.01, Airline, at Airline's sole cost and expense, shall perform or cause to be performed all services necessary to keep Airline's Preferential Use Apron Area in a clean, neat and orderly condition and free of foreign objects.

Preferential Use Cargo Apron Area

Subject to Airline's obligations in Section 11.01, Airline, at Airline's sole cost and expense, shall perform or cause to be performed all services necessary to keep Airline's Preferential Use Cargo Apron Area in a clean, neat and orderly condition and free of foreign objects.

Passenger Loading Bridges

Airline shall not modify or attach Personal Property or signage to City-owned passenger Loading Bridges without the advanced written approval of the Director (which approval may be withheld at Director's sole discretion).

Airline-Constructed Improvements

Airline shall cause all improvements and facilities, and additions thereto, constructed or installed by Airline, either alone or in conjunction with others, and all vehicles and equipment operated by Airline on the Airport to be kept and maintained in a safe condition and in good repair in accordance with uniform standards applicable to all similarly situated Airport tenants as established from time to time by the Director. Subject to City's obligations in Section 11.01, Airline shall keep its Exclusive Use Space and Preferential Use Space and improvements thereon in a sanitary and neat condition.

Maintenance Responsibilities

Subject to City's obligations in Section 11.01, Airline shall perform commercially reasonable routine and preventive maintenance of all equipment and facilities located in its Exclusive Use Space and shall maintain such equipment and facilities in good condition and appearance and make all needed nonstructural repairs. Airline shall be responsible for interior window cleaning for its nonpublic view Exclusive Use Space.

Performance by City Upon Failure of Airline to Maintain

In the event Airline fails within thirty (30) days after receipt of written notice from the Director to perform any obligation required hereunder, the Director may enter the Leased Premises involved, without such entering causing or constituting a termination of this Agreement or an interference with the possession of said Leased Premises by Airline, and do all things reasonably necessary to perform such obligation. Director may charge Airline the reasonable cost and expense of performing such obligation plus a fifteen percent (15%) administration charge as additional rent, and Airline agrees to pay to City upon demand such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public, the employees or property of City, or other tenants of the Airport and the Director so states in its written notice to Airline, City may perform such obligation of Airline at any time after the giving of such notice and charge to Airline the reasonable cost and expense of such performance plus a fifteen percent (15%) administration charge as additional rent, and Airline agrees to pay to City upon demand such charge in addition to any other amounts payable by Airline hereunder.

Section 11.03 ALTERATIONS AND IMPROVEMENTS

Airline shall make no alterations, additions, improvements, or installations to, in or on any portion of the Leased Premises or to, in or on any other space assigned or allocated to it by the Director without prior written approval from the Director and without obtaining all permits required under applicable law.

Section 11.04 REPAIR DAMAGE

Airline shall promptly repair any damage in any space at the Airport caused by Airline, its servants, agents, employees, licensees, guests or invitees for which City does not receive reimbursement or payment from City's insurance carrier.

Section 11.05 CITY NON-LIABILITY

Airline expressly agrees that City shall not be liable to Airline, its employees, passengers, business visitors, guests or invitees for bodily injury, or death, or for any loss or damage to real or Personal Property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, roof leaks, sprinkler system breakage, or acts of civil authority and other events not caused by the negligence or willful acts or omissions of City. In no event whatsoever, however, shall City be liable for special, consequential, exemplary or punitive damages, including without limitation any loss of business, revenues or profits by Airline or any damage to or loss of Airline's reputation.

Section 11.06 CITY'S RIGHT TO INSPECT AND MAKE REPAIRS

City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right (upon reasonable prior notice and at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Exclusive Use Space or Preferential Use Space when accompanied by an Airline employee except in case of emergency for the following purposes:

1. To inspect such space to determine whether Airline has complied and is complying with the terms and conditions of this Agreement.
2. To accomplish repairs or replacements by City or in any case where Airline is obligated to make repairs or replacements and has failed to do so, after notice, make such repairs or replacements on Airline's behalf in accordance with the last paragraph of Section 11.02 above.
3. In the exercise of City's governmental functions and police powers.

No such entry by or on behalf of City upon any of the Leased Premises shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with possession thereof by Airline.

END OF ARTICLE

Article 12. DAMAGE OR DESTRUCTION OF LEASED PREMISES

Section 12.01 LEASED PREMISES INHABITABLE

Subject to Section 11.02 below, if any of the Leased Premises shall be partially damaged by fire or other casualty, but the remainder of the Leased Premises remains inhabitable for the purposes allowed by this Agreement, the Leased Premises shall be repaired with due diligence by City to substantially the same condition existing just prior to such casualty, but City's responsibility in this regard shall be limited to the extent of the net insurance proceeds actually received by City with respect to such casualty and to the extent of the funds, if any, that are appropriated for such repair by City's governing body in its sole discretion. Rent allocable to the particular space, rooms, or other portions of the Leased Premises rendered untenable shall be abated for the period from the occurrence of the damage to the substantial completion of repairs. City will make good faith efforts to provide to Airline temporary substitute space for any uninhabitable portion of Airline's space, if available, during such period of repair, at a rental rate for comparable space based on the rents, fees, and charges principles set forth in this Agreement.

Section 12.02 LEASED PREMISES UNINHABITABLE

If any of the Leased Premises shall be completely destroyed or partially damaged by fire or other casualty rendering all or a substantial portion of the Leased Premises uninhabitable for the purposes allowed by this Agreement and it is reasonably estimated by City that it will take more than one hundred eighty (180) days to repair, the Director will notify Airline in writing within ninety (90) days of such casualty whether and to what extent, if any, the damaged or destroyed Leased Premises will be repaired. If City, in its sole discretion, elects to repair all or any portion of the damage to the Leased Premises, such repairs shall be made with due diligence by City, and the rent allocable to the particular space, rooms, or other portions of the Leased Premises rendered untenable will be abated for the period from the occurrence of the damage to the substantial completion of the repairs. If City elects to repair, City will make good faith efforts to re-locate Airline to temporary substitute space, if available, during such period of repair, at a

rental rate for comparable space based on the rents, fees, and charges principles set forth in this Agreement. If Airline's Leased Premises have been reduced due to City's election not to repair damaged premises:

1. Airline shall be entitled to request and the Director shall consider further proportionate reductions in Leased Premises and the leased premises of all Signatory Airlines so that Airline has use of an operative remainder.
2. Airline hereby agrees that in the event that an airline's leased premises are reduced due to City's election not to repair damage to such leased premises, the Director may realign the leased premises of all airlines to permit all airlines to operate at respective levels of service as similar as reasonably practicable to their respective levels of service immediately prior to such damage.
3. The City will issue new exhibits to each Signatory Airline showing it realigned Leased Premises

Section 12.03 AUTOMATIC DELETION OF UNREPAIRED DAMAGED PREMISES

If the Director shall fail to notify Airline of City's decision as set forth in Section 12.02 (or gives written notice of its intent not to repair), City will be deemed to have elected to not repair the damaged premises, and the damaged premises shall be automatically deleted from the Leased Premises as of the date of the damage or destruction, with no further liability therefor by either City or Airline except those liabilities that accrued, including rent, prior to such damage or destruction.

Section 12.04 AIRLINE IMPROVEMENTS AND TRADE FIXTURES REPLACEMENT

If and to the extent that City is obligated or elects to do so, City shall repair City installed improvements in Airline's Leased Premises to substantially the same condition existing just prior to fire or other casualty, but City's responsibility in this regard shall be limited to the extent of the net insurance proceeds.

Airline is responsible for replacing its trade fixtures. For Airline installed tenant improvements, at its discretion, Airline may replace or reconstruct all its tenant improvements in the damaged or destroyed Leased Premises necessary for the conduct of Airline's business operations in the manner existing just prior to the casualty.

END OF ARTICLE

ARTICLE 13. INSURANCE

Section 13.01 CITY INSURANCE

The Terminal Building, exclusive of Airline's property, shall be insured by City under a policy of fire, flood and extended coverage insurance to the extent of not less than eighty percent (80%) of the insurable value of such property if such percentage of coverage is available. Insurance moneys and funds received on account of the damage to or destruction of such property shall be applied by City to the repair, construction, or replacement of such damaged or destroyed property unless City, in its sole discretion, elects not to repair the damaged premises. Premiums paid by City for insurance provided in compliance herewith shall be included by City as a part of the Maintenance and Operating Expenses. Nothing herein shall be deemed to prohibit City from having a self-insurance program designed to provide for property, casualty, and other losses in lieu of commercial insurance. Airline will be advised in writing if City utilizes self-insurance for the Terminal Building property insurance.

Section 13.02 AIRLINE INSURANCE

By use and occupancy of Airport premises, Airline understands and agrees that at all times during the Term, Airline shall, at its sole expense and in a manner acceptable to City, purchase and maintain or caused to be maintained in force the following insurance coverages:

1. Aircraft Airline Liability insurance including Aircraft Liability and broad form Commercial General Liability insurance, including, but not limited to, coverage for death, bodily injury, personal injury, property damage, products/completed operations liability, independent contractors, premises liability, premises operations, damage to Leased Premises, loss of use and contractual liability, with a liability limit of not less than One Hundred Fifty Million Dollars (\$150,000,000.00) combined single limit per occurrence and in the aggregate, on an occurrence form policy. Said limit shall be reduced to One Hundred Million Dollars (\$100,000,000.00) where Airline's maximum seating capacity on the largest aircraft operated at the Airport by Airline is between 99 and 60. Said limit shall be reduced to Fifty Million Dollars (\$50,000,000.00) where Airlines' maximum seating capacity on the

largest aircraft operated at the Airport by Airline is 59 or less. With respect to coverage for products/completed operations and personal injury, except with respect to passengers, a sublimit of not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence and in the annual aggregate, shall be permitted with the approval of the Director. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft. Fire Legal Liability shall be endorsed on the policy with a minimum limit of \$100,000.00 per occurrence.

2. Automobile liability insurance (any automobile) with combined single limit for bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all owned, non-owned, and hired vehicles operated by or on behalf of Airline at the Airport, including any additional or replacement vehicles.
3. Liquor liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence.
4. Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) each common cause. Airline shall likewise maintain workers' compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Florida, covering all of its employees who may from time to time be at the Airport in such capacity. Airline shall require each of its agents, licensees, contractors, subcontractors, and suppliers to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline's operations. The workers' compensation policy(s) required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, agents, elected and appointed officials, representatives, volunteers, and employees. Upon request by the Director, Airline shall furnish the Director with evidence of such workers' compensation insurance in a form acceptable to City.
5. Pollution legal liability for transporting or handling hazardous materials or regulated substances and environmental impairment liability coverage of \$2,000,000.00 per occurrence, with an annual aggregate of not less than \$4,000,000.00. This coverage may be self-insured by Airline upon reasonably satisfactory evidence of Airline's financial ability to self-insure, if requested by City.

6. Liability coverage for acts of war, civil war, terrorism and insurrection of \$100,000,000.00 per occurrence, with an annual aggregate of not less than \$100,000,000.00.

All liability insurance policies, except employer's liability shall provide coverage that includes, or has the same substantive effect as, the following wording:

1. "City of Pensacola and each of its departments, divisions, enterprises, officers, representatives, agents, elected and appointed representatives, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured to the full limits of liability required by this Lease."
2. "Airline's insurance shall be primary insurance and non-contributory with respect to all other available sources."
3. "This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days advance written notice has been given to City of Pensacola except that only seven (7) days' notice of cancellation of war risk coverage and only ten (10) days' notice of cancellation due to non-payment of premium or non-renewal shall be required."

Required insurance shall be evidenced by Certificates of Insurance. Each such Certificate of Insurance shall be on the appropriate ACORD form or its substantial equivalent. The "Certificate Holder" address shall read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Airport Director, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

At least ten (10) calendar days prior to the Effective Date of this Agreement, Airline shall furnish the Director with Certificates of Insurance for all insurance policies required hereunder and copies of all insurance endorsements. Thereafter, current Certificates of Insurance and copies of endorsements shall be provided promptly upon the Director's request from time to time, but in no event less than annually. Further, at least three (3) business days prior to the expiration of

any then-current policy of insurance, Airline shall deliver to the Director a current Certificate of Insurance showing that such insurance coverage has been renewed, and at least three (3) business days prior to the date of cancellation or reduction of coverage, as received in a written notice from the insurer, Airline shall deliver to the Director a current Certificate of Insurance showing reinstatement or other provision for the required insurance. In addition, upon any change in any insurance policy coverage or endorsement which adversely affects the requirements of this Agreement, Airline shall promptly deliver to the Director revised Certificates of Insurance and a copy of each such changed endorsement.

In addition to the foregoing, at least ten (10) calendar days prior to the Effective Date of this Agreement and annually thereafter upon each anniversary of such Effective Date, Airline shall furnish to the Director the written, signed opinion of Airline's independent insurance broker confirming that such broker has reviewed (i) Airline's insurance policies and endorsements and (ii) Airline's insurance obligations under this Agreement and that Airline is in compliance with its insurance obligations under this Agreement.

Further, upon the Director's written requests from time to time, Airline shall allow City's representatives to inspect, in the presence of Airline's representatives, the complete originals of all insurance policies, including but not limited to declaration pages and endorsements, pertaining to the coverages required to be maintained by Airline pursuant to this Agreement. Airline shall allow City's representatives to inspect such insurance documents at Airline's corporate office located closest to Pensacola, Florida, within ten (10) business days after the Director's written request for such inspection.

During the Term, the insurance coverages and/or the minimum limits of the insurance herein required may become inadequate, as reasonably determined by City. Accordingly, City hereby reserves the right to review all coverages and limits and to require adjustments, changes and additions to commercially reasonable and commercially available levels to be effective on the next policy renewal date after City provides at least ninety (90) days prior written notice to Airline to make such adjustments, changes or additions.

If, at any time, Airline fails to obtain or maintain in force the insurance required by this Section, the Director may immediately suspend Airline's use of the space and Airline's operations and activities in regard to the Airport until the required insurance is provided.

END OF ARTICLE

ARTICLE 14. INDEMNIFICATION

Section 14.01 COMPREHENSIVE INDEMNIFICATION

Airline shall INDEMNIFY, DEFEND and HOLD HARMLESS, City and its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, officers, employees, volunteers, agents and representatives, individually and collectively, from and against any and all costs (including, but not limited to, costs of investigation, reasonable attorneys' fees, court costs, and expert fees), claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death and property damage, including loss of use thereof, directly or indirectly arising out of, resulting from or related to Airline's use of the Airport, or Airline's activities in, on or about the Airport or the Leased Premises, or any operation or activity of Airline upon the Airport, or in connection with its use of the Leased Premises, including but not limited to any acts or omissions of Airline, any agent, officer, director, representative, employee, consultant or subcontractor of Airline, or their respective officers, agents, employees, directors or representatives, all without City waiving any governmental immunity available to City under Florida Law and without waiving any defenses of the parties under Florida Law.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Airline shall promptly advise City in writing of any claim or demand against City or Airline known to Airline related to or arising out of Airline's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Airline's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Airline of any of its obligations under this Section 14.01.

It is the express intent of the parties to this Agreement, that the indemnity provided for in this Article, shall extend to and include Airline's obligation to indemnify, protect, defend and hold harmless City from the consequences of City's own negligence; provided however, that the indemnity provided for in this Article with respect to City's own negligence shall apply only

when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death or damage. Notwithstanding anything in this Article to the contrary, the indemnity liability of Airline for City's own negligence, inclusive of all defense costs expended solely for City's defense by reason of City's own negligence, under this Article and shall not exceed \$1,000,000 per occurrence. Nothing herein shall require Airline to indemnify City from the gross negligence or willful misconduct of City or any of its employees, officers, agents, or subcontractors.

Airline further agrees, upon City's request, to defend, at Airline's own expense and on behalf of City and in the name of City, and by and through legal counsel reasonably acceptable to City, any claim, proceeding or litigation, at each and all of administrative, trial and appellate levels, brought against City and/or any other person or party indemnified under this Article in connection with any claim, cause of action, liability, injury, death, damage or other matter that is subject to Airline's indemnity obligation under this Article.

Section 14.02 49 CFR PART 1542 AIRPORT SECURITY INDEMNIFICATION

In furtherance of the provisions of Section 13.1 above and not in limitation thereof, Airline understands and agrees that it shall fully indemnify, defend, and hold harmless City, its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, representatives, officers, agents, volunteers, and employees from and against all penalties, fines, and demands of any kind (including, but not limited to, costs of investigation, reasonable attorney fees, court costs, and expert fees) arising out of Airline's acts or omissions resulting in alleged violations of 49 CFR Part 1542 Airport Security or any successor regulations related to airport security.

Section 14.03 SOVEREIGN IMMUNITY.

Nothing in this Article or elsewhere in this Agreement shall in any way constitute or be construed as a waiver, in whole or in part, of City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Further, nothing in this Article or elsewhere in this Agreement shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against City.

END OF ARTICLE

ARTICLE 15. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 15.01 RULES AND REGULATIONS

City, in its governmental capacity, and/or the Director have adopted, and may from time to time modify, amend and adopt, and will enforce Rules and Regulations with respect to the occupancy and use of the Airport, its services, and facilities by persons, vehicles, aircraft, and equipment that in the opinion of City or the Director will reasonably ensure the safe, efficient, and economically practicable operation of the Airport and provide for the safety and convenience of those using the Airport.

The Director may promulgate, adopt, modify, amend and enforce the Rules and Regulations from time to time in furtherance of said purposes and/or that the Director deems are necessary to implement the intent and terms of this Agreement. All such Rules and Regulations, promulgated through the Director's authority but without governmental action or mandate, shall be reasonable and not unjustly discriminatory, and shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State agency, which is binding in law on Airline or City, as the same now are or may from time to time be amended or supplemented nor inconsistent with the reasonable exercise by Airline of any right or privilege granted under this Agreement. City shall provide Airline with reasonable notice prior to adoption of any new or amended Rules or Regulations in order to provide Airline with the opportunity to comment on same prior to adoption. Airline, upon written request to the Director, shall be furnished (at the notice address provided herein and to Airline's on-Airport manager) a current copy of the Rules and Regulations and any amendments thereto.

Airline agrees to observe and obey all Rules and Regulations as are currently in place and as may be reasonably established from time to time, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. It shall be a violation of this Agreement for Airline, or any of its officers, representatives, agents, employees, guests, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to violate, or to cause another person

to violate, any Rule or Regulation. Airline shall make reasonable efforts to cause its passengers, guests, and invitees to comply with the Rules and Regulations.

City reserves the right to deny access to the Airport or its facilities to any person, firm, corporation or entity that fails or refuses to obey and comply with the Rules and Regulations.

Section 15.02 NO ILLEGAL PURPOSE

Airline shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees, for any illegal purposes.

Section 15.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

At all times during the Term of this Agreement, Airline shall, in connection with its activities and operations at the Airport:

1. Comply with and conform to all applicable present and future statutes and ordinances, codes and regulations promulgated thereunder, of all federal, State, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Airline or Airline's operations and activities under this Agreement. Airline shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated there under that may be made applicable as a result of construction activities conducted by Airline.
2. Make, at its own expense, all non-structural improvements, repairs, and alterations to its Exclusive Use Space, equipment, and Personal Property that are required to comply with or conform to any of such statutes, ordinances, codes or regulations. Airline shall secure the

written approval of the Director before proceeding to make any improvements, repairs or alterations under this paragraph.

Section 15.04 COMPLIANCE WITH ENVIRONMENTAL LAWS

Airline shall at all times abide by all Environmental Laws applicable to Airline's occupancy or use, of the Leased Premises. At the beginning of any lease term, Airline shall identify in writing to the Director and its Fire Department all Hazardous Substances (with the exception of any small quantities of household chemicals Airline uses for general office purposes) that are used or stored or that Airline expects to use or store in or on the Leased Premises. This list shall be updated by Airline in March of each year and shall include the quantities used or stored in or on the Leased Premises. City shall have the right to inspect the Leased Premises at any reasonable time, upon prior written notice to Airline, to ensure compliance with Environmental Laws and the provisions of this Article.

Airline shall not allow the disposal or discharge, whether accidental or intentional, of Hazardous Substances on the Leased Premises or other Airport property.

Airline shall comply with the Airport's Spill Prevention, Control, and Countermeasure Plan ("SPCC") and all future amendments thereto and the Airport's Storm Water Pollution Prevention Plan ("SWPPP") and all future amendments thereto.

City represents and warrants to Airline, and Airline represents to City, that, on the Effective Date of this Agreement, the Leased Premises are not subject to any existing, pending, or threatened investigation or inquiry by any governmental authority for any response costs or remedial obligations under any Environmental Laws, no release of Hazardous Substances is known to have occurred in or around the Leased Premises, and that this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions, and circumstances, if any, known to City or Airline which are pertaining to the Leased Premises.

The Triturator Facility is an airport facility built specifically to grind aircraft lavatory waste prior to entry of such waste into the sanitary sewer system. Airline is authorized to dispose of aircraft lavatory waste that has been processed in the Triturator Facility to the sanitary sewer system. Prior to any other waste disposal including waste disposal in contravention of this section or which could have a corrosive or degrading effect on the Facility, Airline is required to obtain prior written approval of the Director and a waste water pre-treatment permit if such is necessary or required by any environmental regulatory authority or any Environmental Law. The written approval of the Director shall not relieve Airline of full responsibility and liability for the disposal of any waste materials or products. The Director may withhold approval for any reason under this provision.

In the event City identifies the presence of Hazardous Substances on the Leased Premises in violation of applicable Environmental Law that (a) did not exist prior to Airline's occupation of the Leased Premises, (b) is the result of Airline's use of the Leased Premises, and (c) requires assessment or remediation, City shall perform such assessment or remediation at Airline's sole cost and expense, provided that City has given Airline at least thirty (30) days prior written notice and opportunity to object or perform the requested work itself. If City performs the assessment and/or remediation, Airline shall pay or reimburse to City the reasonable cost of such assessment or remediation, plus an administrative fee of fifteen percent (15%) of such cost, promptly upon demand. Notwithstanding the foregoing, the provisions of this paragraph shall not be construed or operate to alter in any way Airline's obligations under Environmental Laws, including but not limited to Airline's reporting obligations under Airport's SPCC and SWPPP, or under any other provision of this Agreement, including without limitation Section 15.05 below.

Section 15.05 ENVIRONMENTAL REPORTS

Within fifteen (15) days of receipt by Airline or within fifteen (15) days prior to any response that is due from City, whichever is shorter, Airline shall provide to the Director complete copies of all environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to Airline or its Affiliate by any environmental regulatory authority related to the Leased Premises. Within fifteen (15) days of receipt by City

or within fifteen (15) days prior to any response that is due from Airline, whichever is shorter, the Director shall provide to Airline, on an ongoing basis and as updates are required, copies of all City environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to City by environmental regulatory authorities related to the Leased Premises.

Section 15.06 SURVIVAL OF OBLIGATIONS

The obligations of this Article shall survive the expiration, termination, sublease, or assignment of this Agreement.

Section 15.07 NONDISCRIMINATION

As a condition of the use of Airport services and facilities, Airline shall be subject to the following:

1. In the event facilities are constructed, maintained, or otherwise operated on the space assigned to Airline for a purpose for which a U.S. Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.
2. No person shall be excluded by Airline from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to Airline on the grounds of race, creed, color, national origin, sex, handicap, or religion.
3. No person shall be excluded by Airline from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the space assigned to Airline, or the furnishing of services thereon, on the grounds of race, creed, color, national origin, sex, handicap or religion.

4. Airline shall use the premises assigned to it in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

Airline shall insert the substance of the provisions of these paragraphs on nondiscrimination in any lease, agreement, or contract by which Airline grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the space assigned to it at the Airport.

Section 15.08 BREACH OF NONDISCRIMINATION

In the event of a breach of any of the nondiscrimination covenants set forth above, City shall have the right to terminate Airline's right to use Airport services and facilities and to re-enter and repossess the space and the facilities thereon that had been assigned to Airline, and hold the same as if such assignment had never been made. This provision regarding the termination of Airline's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights, by either Airline or City.

Section 15.09 FAIR AND EQUAL FURNISHING OF SERVICES

As a condition of the use of Airport services and facilities, Airline shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this paragraph, City may terminate Airline's right to use Airport services and facilities.

Section 15.10 AFFIRMATIVE ACTION PROGRAM

As a condition of the use of Airport services and facilities, Airline shall undertake an affirmative action program as required by FAA regulations, Title 14, Code of Federal Regulations, Part 152,

Subpart E, entitled “Nondiscrimination in Airport Aid Program,” or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart E. Airline shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Airline shall require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

Section 15.11 MINORITY BUSINESS ENTERPRISE

As a condition of its use of Airport services and facilities, Airline shall comply with the requirements of Title 49 of the Code of Federal Regulations, Part 23, and entitled “Participation by Minority Business Enterprise in Department of Transportation Programs” as this Part may be amended from time to time.

Section 15.12 RIGHTS OF FEDERAL GOVERNMENT

Any use of Airport services and facilities by Airline shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 15.13 SUBORDINATION OF AGREEMENT

The use of Airport services and facilities by Airline, pursuant to this Agreement, is subordinated to City’s existing and future obligations and agreements with or to the federal government including, but not limited to, federal grant assurances.

Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by

federal law, including but not limited to Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

END OF ARTICLE

ARTICLE 16. DEFAULT AND REMEDIES

Section 16.01 DEFAULT BY AIRLINE AND REMEDIES OF CITY

The occurrence of any one or more of the following events (each an "Airline Event of Default") shall constitute a material default and breach of this Agreement by Airline:

1. The filing by Airline of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Airline's assets; or
2. Any institution of proceedings in bankruptcy against Airline, and such proceedings are not dismissed within sixty (60) days after commencement; or
3. The taking of jurisdiction by a court of competent jurisdiction of Airline or its assets pursuant to proceedings brought under the provisions of any state or federal insolvency or reorganization act and such proceedings are not dismissed within sixty (60) days after commencement; or
4. The appointment of a receiver or trustee of Airline's assets by a court of competent jurisdiction or by a voluntary agreement with Airline's creditors; or
5. The abandonment by Airline of its conduct of its Air Transportation business at the Airport and in this context, suspension of operations for a period of ninety (90) consecutive days will be deemed abandonment in the absence of an explanation satisfactory to and accepted in writing by the Director; or
6. The failure of Airline to pay any sum of money due to City under this Agreement, as and when due, and such failure continues uncured for fifteen (15) days after written notice thereof from City; or
7. The failure of Airline to maintain any of the insurance coverages required by this Agreement; or
8. The failure of Airline to provide copies of certificates of insurance and copies of endorsements and such failure continues uncured for fifteen (15) days after written notice thereof from City; or

9. Except as provided in the preceding paragraphs of this Section, the failure by Airline to perform any other covenant, obligation, or condition herein required to be performed by Airline and such failure continues uncured for thirty (30) days after written notice thereof from the Director; provided, however, that if such failure cannot reasonably be cured within such 30-day period, such failure shall not constitute an Airline Event of Default if within such 30-day period Airline substantially commences to cure such failure and thereafter continuously and diligently prosecutes such cure to completion within a reasonable time.

Upon the occurrence of any Airline Event of Default, City shall be entitled to terminate this Agreement, without prejudice to and without thereby waiving any other rights or remedies arising by reason of such Airline Event of Default, and shall be entitled to exercise all other rights and remedies available to City under this Agreement, at law, in equity and otherwise. Without limiting the generality of the foregoing, in the event that City terminates this Agreement upon the occurrence of an Airline Event of Default, City shall be entitled to recover from Airline all direct damages incurred by City by reason of Airline's default, including but not limited to the cost of recovering possession of the Leased Premises; reasonable expenses of re-letting, including necessary repairs, renovation and/or alteration of the Leased Premises; reasonable attorney's fees and any real estate commission actually paid; the amount of unpaid rent, charges, fees and other amounts which were due and payable by Airline under the terms of this Agreement at the time of termination; and the worth at the time of award by a court having jurisdiction thereof of the amount of rent, charges, fees and other amounts which would have become due and payable by Airline under the terms of this Agreement after the time of termination during the balance of the Term of this Agreement. For purposes of the preceding sentence, the annual amount of rent, charges, fees and other amounts for each year or portion thereof during the balance of the Term of this Agreement shall be deemed to be the same annual amount that was due and payable by Airline for the Fiscal Year immediately preceding the time of termination of this Agreement.

Alternatively, City may, without terminating this Agreement, enter and repossess the Leased Premises, remove Airline's property and signs therefrom, and re-let the same for such rent, charges, fees and other amounts and upon such terms as shall be satisfactory to City without such re-entry and repossession working a forfeiture of the rent, charges, fees and other amounts to be paid and the covenants to be performed by Airline during the remaining Term of this Agreement. For the purpose of such re-letting, City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and City shall be entitled to recover from Airline the cost of such repairs, changes, alterations and additions; the expenses of such re-letting; the amount of unpaid rent, charges, fees and other amounts which were due and payable by Airline under the terms of this Agreement at the time of re-letting; and the difference in value between the rent, charges, fees and other amounts payable by Airline hereunder for the remainder of the Term of this Agreement and the rent, charges, fees and other amounts actually realized from such re-letting. For purposes of the preceding sentence, the annual amount of the rent, charges, fees and other amounts payable by Airline hereunder for the remainder of the Term of this Agreement shall be deemed to be the same annual amount that was due and payable by Airline for the fiscal year of the Airport immediately preceding such re-letting.

Further, if rents, fees, and charges are not paid when due by Airline, subject to the notice and cure provisions of this Section 16.01 or elsewhere in this Agreement, the Director is authorized to seek any necessary legal and administrative remedy to collect unpaid rents, fees, and charges and to assure timely payment of future rents, fees, and charges. These remedies shall be in addition to remedies provided elsewhere in this Article and may include any of the following:

1. Seeking a review of Airline's credit rating from one or more nationally recognized credit rating agencies.
2. Seeking administrative relief through appropriate federal agencies, including the FAA.
3. Such other legal and administrative remedies as permitted by law.

Failure by City to take any authorized action upon the occurrence of any default or Airline Event of Default by Airline with respect to any of the terms, covenants, or conditions required to be performed, kept, and observed by Airline shall not be construed to be or act as a waiver of said default or Airline Event of Default or of any subsequent default or Airline Event of Default with respect to the same or any of the other terms, covenants, and conditions herein contained to be performed, kept, and observed by Airline. The acceptance by City of rents or any other performance of this Agreement from or by Airline for any period or periods after the occurrence of a default or Airline Event of Default (whether or not City has notice or knowledge thereof) by Airline with respect to any of the terms, covenants, and conditions herein required to be performed, kept, and observed by Airline shall not be deemed a waiver of or estoppel to enforce such default or Airline Event of Default or any right or remedy arising by reason thereof, nor any waiver of or estoppel to enforce any other default by Airline, Airline Event of Default, right or remedy.

In addition to the foregoing, and not in limitation thereof, City shall be entitled to terminate this Agreement, without prejudice to and without thereby waiving any other rights or remedies available to City under this Agreement, at law, in equity and otherwise, if Airline shall be prevented, for a period of ninety (90) consecutive days, by any action of any governmental authority, board, agency, or officer having jurisdiction thereof, from conducting its Air Transportation business at the Airport, or it is so prevented from conducting its Air Transportation business, either by (i) reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Leased Premises or premises required for the actual operation of Airline's aircraft to and from the Airport; or (ii) if all or a substantial part of the Leased Premises shall be acquired through the process of eminent domain.

Section 16.02 DEFAULT BY CITY AND TERMINATION BY AIRLINE

The occurrence of the following (a "City Event of Default") shall constitute a material default and breach of this Agreement by City: The failure by City to perform any covenant or condition under this Agreement within the control of City and herein required to be performed by City and

failure of City to use commercially reasonable efforts to remedy such default within thirty (30) days after receipt from Airline of written notice to remedy the same; provided, however, that if such failure cannot reasonably be remedied within such 30-day period, such failure shall not constitute a City Event of Default if within such 30-day period City substantially commences to cure such failure and thereafter continuously and diligently prosecutes such cure to completion within a reasonable time.

Upon the occurrence of a material City Event of Default and if Airline is not in default in payment to City of any amounts due City under this Agreement or otherwise, Airline shall be entitled to exercise all rights and remedies available to Airline under this Agreement, at law, in equity and otherwise; provided, however, that Airline shall be entitled to terminate this Agreement if and only if such City Event of Default results in a constructive eviction of Airline under Florida law, in which event such termination shall be without prejudice to and without Airline thereby waiving any other rights or remedies arising by reason of such City Event of Default. Failure by Airline to take any authorized action upon the occurrence of any default or City Event of Default by Airline with respect to any of the terms, covenants, or conditions required to be performed, kept, and observed by City shall not be construed to be or act as a waiver of said default or City Event of Default or of any subsequent default or City Event of Default with respect to the same or any of the other terms, covenants, and conditions herein contained to be performed, kept, and observed by City.

The performance by Airline of all or any part of this Agreement for or during any period or periods after the occurrence of a default or City Event of Default (whether or not Airline has notice or knowledge thereof) by City with respect to any of the terms, covenants, and conditions herein required to be performed, kept, and observed by City shall not be deemed a waiver of or estoppel to enforce such default or City Event of Default or any right or remedy arising by reason thereof, nor any waiver of or estoppel to enforce any other default by City, City Event of Default, right or remedy.

In addition to the foregoing, and not in limitation thereof, so long as Airline is not in default in payment to City of any amounts due City under this Agreement or otherwise, Airline shall be entitled to terminate this Agreement, without prejudice to and without thereby waiving any other rights or remedies available to Airline under this Agreement, at law, in equity and otherwise, upon the occurrence of any of the following events:

1. Termination, suspension, revocation or cancellation, by any federal agency (including foreign government agency) with competent jurisdiction of Airline's right or authority to operate as a scheduled air carrier serving the Airport, if but only if such termination, suspension, revocation or cancellation is not necessitated by or the result of an act or omission of Airline; or
2. Issuance by a court of competent jurisdiction of an injunction that in any way substantially prevents or restrains the use of the Airport or any part thereof necessary for Airline's scheduled flight operations and which injunction remains in force for a period of at least thirty (30) days after City has exhausted or abandoned all appeals, if but only if such injunction is not necessitated by or the result of an act or omission of Airline; or
3. If, at any time during the Term of this Agreement, because of City's failure to provide within a reasonable time safe aircraft operating facilities, the Federal Aviation Administration or its successor fails or refuses to certify the Airport as adequate to accommodate aircraft that Airline is licensed to operate and is operating into and from all other airports of like size and character and with similar facilities and which aircraft are in general use on Airline's scheduled transportation route system and which Airline may reasonably desire to operate into or from the Airport, if but only if such refusal or failure is not necessitated by or the result of an act or omission of Airline; or
4. The inability of Airline for a continuing period in excess of ninety (90) days to use the Airport or to exercise any rights or privileges granted to Airline hereunder and necessary

to its scheduled flight operations because of any law or ordinance by any governmental authority having jurisdiction over the operations of the Airport or Airline, or because of any order, rule, regulation, or other action or any non-action of the Federal Aviation Administration, its successor, or any other authorized governmental agency prohibiting such use, if but only if Airline's inability is not necessitated by or the result of any act or omission of Airline; or

5. The assumption by the United States government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part thereof, in such a manner as to substantially restrict Airline, for a continuous period of at least ninety (90) days, from operating its Air Transportation business; or
6. Termination, suspension, or discontinuation of Airline's services at the Airport by a governmental agency authorized to do so because of a war or national emergency declared by the government.

In any event where the use of the Airport by Airline is materially affected as provided herein through no fault of Airline and whether or not Airline is entitled to cancel this Agreement as herein provided, while such event is continuing, an equitable adjustment to the rents herein required to be paid by Airline shall be made by the Director.

END OF ARTICLE

ARTICLE 17. ASSIGNMENT AND SUBLETTING

Airline shall not at any time assign this Agreement in whole or in part without the prior written consent of the Director; provided, however, that the foregoing shall not prevent the assignment of this Agreement to any corporation with which Airline may merge or consolidate or which may succeed to the business of Airline.

Airline may sublet all or any part of the Leased Premises only after obtaining the prior written consent of the Director, but if an Airline Event of Default shall occur and be continuing under this Agreement, City may collect rent from such sublessee or occupant and apply the amount collected to the extent possible to satisfy the obligations of Airline hereunder, but no such collection shall be deemed a waiver by City of the covenants contained herein or the acceptance by City of such sublessee or occupant as a successor to Airline or a release of Airline by City from its obligations hereunder.

All of the terms, provisions, covenants, stipulations, conditions, and consideration in this Agreement shall extend to and bind the legal representatives, successors, sublessees, and assigns of the respective parties hereto.

City hereby retains the right to assign and transfer this Agreement to another public body of the State of Florida pursuant to any applicable laws of the State. In such event, this Agreement shall be binding upon such successor, and City shall have no further obligation or liability under this Agreement arising after the date of such assignment.

END OF ARTICLE

ARTICLE 18. MISCELLANEOUS

Section 18.01 ACKNOWLEDGMENT

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against City by reason of the preparation of this Agreement by City.

Section 18.02 AIRPORT ACCESS LICENSE/PERMIT

City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operational areas and to levy directly against Airline or its suppliers a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. The Director shall give reasonable notice to, and shall consult with, Airline prior to making any material change to such license or permit charges.

Section 18.03 AMENDMENTS

This Agreement may be amended in whole or in part without further consideration upon mutual written consent of both parties.

Section 18.04 ATTORNEYS' FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred without a lawsuit having been filed or incurred before suit, during suit or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due it. The reasonable costs to which a prevailing party is entitled shall include costs that are taxable under any applicable

statute, rule, or guideline, as well as non-taxable costs reasonably incurred by the prevailing party.

Section 18.05 AUTHORITY OF DIRECTOR

The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. Upon approval by the City Council of this Airline Operating Agreement and Terminal Building Lease, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Agreement. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to the signatories herein, and until such notice to the contrary has been provided, the Mayor hereby designates the Airport Director as his designee, unless provided otherwise or required by law.

Section 18.06 BUSINESS PRIVILEGE FEES

The City has reserved the right to levy Business Privilege Fees on any person or company (including Airline as provided elsewhere in this Agreement) for conducting business at the Airport. If, as, and when the City decides to levy Business Privilege Fees, the Director shall first notify and consult with the Signatory Airlines on the salient elements and factors involved. Under the terms of this Agreement, the proceeds of Business Privilege Fees will be credited to reduce airline rents and fees. The Director will credit revenue from Business Privilege Fees levied to cost centers that relate to the services provided as determined by the Director in the Director's management discretion. The proceeds from Business Privilege Fees will be used as a credit in the calculation of rents and fees in the subsequent Fiscal Year.

Section 18.07 CAPACITY TO EXECUTE

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting hereunder.

Section 18.08 CITY NOT LIABLE

Except as specifically provided for in this Agreement, City shall not be under any duty or obligation to Airline to repair or maintain the Leased Premises, or any portion thereof, or any facilities or equipment constructed thereon; provided that City shall repair damages to the Leased Premises caused solely by the negligence or willful misconduct of City, its employees, agents or contractors. The City shall not be responsible or liable to Airline for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Airline resulting from failure of any water supply, heat, air conditioning, electrical power, or sewage or drainage facility, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of City.

Section 18.09 COMPLIANCE BY OTHER TENANTS.

The City shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Rules and Regulations; however, City shall not be liable to Airline for any violation or non-observance of the Rules and Regulations by any user, tenant, concessionaire, other Air Transportation Company, invitee, licensee, or trespasser at the Airport nor shall such violation or non-observance by a user, tenant, concessionaire, other Air Transportation Company, invitee, licensee, or trespasser at the Airport, constitute a waiver of Airline's obligation to comply with the Rules and Regulations.

Section 18.10 COMPLIANCE WITH FAR PART 77

Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

Section 18.11 DELIVERY OF NOTICES

Any notice required or permitted by this Agreement shall be in writing and served personally or

sent by registered or certified mail (return receipt requested), postage prepaid, or by a nationally recognized courier service such as FedEx, or UPS. Any notice sent pursuant to this paragraph shall be deemed to have been received by the addressee on the earlier of (an) actual receipt or (5) five (5) business days after deposit of it in the U. S. mail or such courier service, as the case may be.

Notices to City shall be addressed to:

CITY OF PENSACOLA
Airport Director
Pensacola International Airport
2430 Airport Blvd., Ste. 225
Pensacola FL 32504

with copy to:

CITY OF PENSACOLA
City Administrator
222 W. Main Street
Pensacola, Florida 32502

Notices to Airline shall be addressed to:

UNITED PARCEL SERVICE CO.
Airport Properties – 3A
1400 North Hurstbourne Parkway
Louisville, KY 40223

Section 18.12 DISTRIBUTION OF FUNDS UPON TERMINATION.

All amounts remaining in any fund or account, including any debt service reserve, established under any Bond Resolution or other financing documents entered into by City shall be distributed or applied in accordance with the provisions of the Bond Resolution or other financing document under which such fund or account was established. All amounts in any other fund or account established in connection with this Agreement shall be distributed to City, which may use such amounts for any lawful Airport Purposes.

Section 18.13 EMPLOYEES OF AIRLINE

Airline shall require all of its employees and subcontractors and independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire (as appropriate to the job duties performed) and to display appropriate identification. Airline employees shall obtain identification badges from the Director. Airline, or its employees, shall be responsible for paying the cost of Transportation Security Administration required employee background checks and badging.

Section 18.14 ENERGY CONSERVATION

Airline shall comply with the Rules and Regulations pertaining to energy conservation and management to the extent that such Rules and Regulations do not unreasonably infringe on the rights and privileges granted herein or place an undue financial or administrative burden on Airline.

Section 18.15 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by City and Airline. This Agreement supersedes all prior agreements and understandings, written and oral, expressed or implied, between City and Airline related hereto. Airline agrees that no representations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Agreement.

Section 18.16 EXCLUSIVENESS OF AIRLINE'S RIGHTS

Nothing herein contained shall be deemed to grant to Airline any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of this Agreement.

Section 18.17 FAVORED NATIONS

Airline shall have the same rights and privileges and pay City-established fees and charges determined on the same basis, not to exceed those established under the provisions of this Agreement as periodically revised under the terms hereof, with respect to the use of the Airport as any other Signatory Airline. Notwithstanding the foregoing, it is understood that rents and fees established in this Agreement may, to the extent permitted under applicable federal law, vary among lessees on account of the different premises to be leased.

Section 18.18 FORCE MAJEURE

Neither City nor Airline shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, terrorism, weather conditions, tides, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these provisions shall not excuse Airline from paying rents, fees, and charges; however, in the event of a Force Majeure that prevents Airline from paying rents, fees and charges as and when due under this Agreement, Airline may delay making such payments until such Force Majeure no longer exists but in no event for more than thirty (30) days after the first occurrence of such Force Majeure.

Section 18.19 GENERAL INTERPRETATION

Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline is to be in connection with the operation of its Air Transportation on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit, and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) this Agreement does not grant to any third person (excepting a successor party to City or Airline) a right to claim damages or bring any suit, action, or other proceeding against either City or Airline because of any breach hereof.

Section 18.20 GOVERNING LAW

The laws of the State of Florida shall govern this Agreement and all disputes arising hereunder, with venue in a federal or state court in Escambia County, Florida.

Section 18.21 HOLDING OVER

If Airline remains in possession of the Leased Premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy at sufferance that may be terminated at any time by City. Such holding over shall otherwise be under the same terms and conditions as set forth in this Agreement.

Section 18.22 HEADINGS

The headings of the Articles and paragraphs of this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions of this Agreement or of its interpretation.

Section 18.23 INCORPORATION OF EXHIBITS

All exhibits referred to in this Agreement are intended to be and hereby are specifically incorporated and made a part of this Agreement.

Section 18.24 INCORPORATION OF REQUIRED PROVISIONS

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

Section 18.25 INDEPENDENT CONTRACTOR

As respects City, Airline shall be and remain an independent contractor for all intents and purposes.

Section 18.26 NO AGENCY

Nothing in this Agreement shall be construed as making Airline an agent or representative of City for any purpose whatsoever.

Section 18.27 INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition, or provision does not materially prejudice either City or Airline in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Agreement.

Section 18.28 LICENSES, FEES, AND PERMITS

Airline shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

Section 18.29 LIENS

No person or entity performing or providing labor, work, services or materials to or upon the Leased Premises by, through or at the request of Airline shall be entitled to claim or assert any lien, statutory or otherwise, against City's fee simple estate and interest in the Leased Premises or any portion thereof. Airline shall not suffer or permit any construction, mechanics' or other lien to be filed against the fee of the Leased Premises or against Airline's leasehold interest in the Leased Premises by reason of any work, labor, services or materials supplied or claimed to have been supplied to Airline or to anyone holding the Leased Premises, or any part thereof, through or under Airline.

If any such construction lien shall be recorded against City's fee simple estate and interest in the Leased Premises or against Airline's leasehold interest in the Leased Premises, Airline shall

promptly cause the same to be removed or bonded against in accordance with applicable law and in any event within thirty (30) days after Airline receives notice of such filing.

In the event any person or corporation shall attempt to assert a construction lien or other lien against the Leased Premises for improvements made by Airline, Airline shall hold City harmless from such claim, including the cost of defense.

Section 18.30 NATIONAL EMERGENCY

This Agreement and all the provisions hereof shall be subject to whatever right the U.S. Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

Section 18.31 NO AUTOMATIC RENEWALS

This Agreement contains no automatic renewals of the Term.

Section 18.32 NONLIABILITY OF INDIVIDUALS

No director, officer, agent, elected official, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 18.33 NONINTERFERENCE WITH AIRPORT OPERATIONS

Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Airline and opportunity to cure, City reserves the right, among others, to enter Airline Leased Premises and cause the abatement of such interference at the expense of Airline.

Section 18.34 NOTICE OR CONSENT

Any notice, consent or approval required herein to be obtained from or given by City (or the Director) may be given by the Director unless otherwise provided. Consent or approval of City or Airline when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 18.35 OBTAINING FEDERAL AND STATE FUNDS

City shall use its best efforts to maximize grants from State or federal agencies or other sources, when consistent with prudent management of the Airport.

Section 18.36 OPERATION OF AIRPORT

City agrees to maintain and operate the Airport in substantial compliance with all applicable standards, rules, and regulations of the Federal Aviation Administration or its successor. City shall exercise its rights hereunder and otherwise operate the Airport with due regard for the operational requirements and long-term interests of Airline and the interests of the traveling public, in a manner that is consistent with applicable laws, federal aviation regulations, federal grant assurances, and City Bond Ordinances.

Section 18.37 OTHER LAND AND BUILDINGS EXCLUDED

It is agreed and understood that it is not intended by this Agreement or any exhibit hereto to lease any building, space, or area or to set any rental rates for any building, space, or area other than what is specifically described herein.

Section 18.38 OWNERSHIP OF IMPROVEMENTS

Upon completion of or installation of any fixture, addition, or improvement, excluding Personal Property as defined in Article 1, on the Leased Premises, such addition, fixture, or improvement shall immediately become the property of City, as owner, subject only to the right of Airline to use same during the term of this Agreement and shall remain the property of City thereafter with the sole right, title, and interest thereto.

Section 18.39 PAYMENT OF TAXES

Airline shall pay all taxes and assessments that may be levied upon, assessed, or charged Airline or its property located on the Airport by the State of Florida or any of its political subdivisions or municipal corporations, and shall obtain and pay for all licenses and permits required by law. However, Airline shall have the right to contest, in good faith, the validity or application of any such tax, assessment, license, or permit and shall not be considered in default hereunder so long as such contest is in progress. Further, Airline agrees to diligently prosecute such contest.

Section 18.40 PUBLIC ADDRESS SYSTEM

Airline agrees that the use of Airport's public address system will be in accordance with Airport's written public address system policy. Airline shall not install, cause to be installed, or use any other public address system at the Terminal Building without the prior written approval of the Director.

Section 18.41 PUBLIC RECORDS LAWS

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Airline shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Airline. Notwithstanding any contrary provision in this Agreement, any failure by Airline to comply with the Florida Public Records Law, if and to the extent that it is applicable to Airline, that continues for seven (7) days after written notice from City shall constitute an Airline Event of Default.

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

Section 18.42 PRUDENT OPERATOR

City agrees to operate the Airport in a prudent manner to maximize nonairline revenues consistent with its obligations as a public airport sponsor.

Section 18.43 REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to City or Airline at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 18.44 RIGHT TO AUDIT BOOKS AND RECORDS

Airline agrees to keep books and records on its operations at the Airport for a period of five (5) years, and the Director or any other authorized City representative, upon reasonable advance written notice to Airline, shall have the right to inspect and audit such books and records to ensure compliance with the prevailing municipal bond disclosure requirements and to determine that City has received from Airline all moneys due City under the terms hereof, including, but not limited to, rents, fees, and charges and PFCs (if applicable) payable to City by Airline. Likewise, Airline shall have the right to inspect the books and records of City relating to the provisions hereof.

Section 18.45 RIGHT TO LEASE TO UNITED STATES GOVERNMENT

During time of war or national emergency, City shall have the right to lease the Airport landing area or any part thereof to the United States government for use by the Armed Forces and, if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended; however, such suspension shall not extend the Term of this Agreement. If, as a result of any such lease, the rights or duties of

Airline hereunder are materially affected, then Airline shall receive an equitable rental adjustment or the right to terminate as described herein.

Section 18.46 RIGHTS RESERVED TO CITY

Nothing contained herein shall unlawfully impair the right of City to exercise its governmental or legislative functions. This Agreement is made subject to the Constitution and laws of the State of Florida and to the Charter of City of Pensacola, Florida, and to the provisions of the Airport Improvement Program Grant Agreements applicable to the Airport and its operation, and the provisions of such agreements, insofar as they are applicable to the terms and provisions of this Agreement, shall be considered a part hereof to the same extent as though copied herein at length to the extent, but only to the extent, that the provisions of any such agreements are required generally by the United States at other civil airports receiving federal funds. To the best of City's knowledge, nothing contained in such laws or agreements conflicts with the express provisions of this Agreement.

Section 18.47 SEC RULE 15c2-12.

Airline, upon request by City, shall provide City with such information as City may reasonably request in writing to the extent such information is required to be provided by Airline for City to comply with City's continuing disclosure requirements under SEC Rule 15c2-12 as it may be amended from time to time, provided, however, that Airline may in lieu of providing the requested information direct City to an Airline or SEC website where the requested information is then currently available.

Section 18.48 SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between City and the United States relative to the operation or maintenance of the Airport, the execution of which agreement has been required as a condition precedent to the transfer of federal rights or property to City for Airport Purposes, or to the expenditure of federal funds for the improvement 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

Aviation Act of 1958, the Federal Aid to Airports Act, the Airport and Airway Development Act of 1970, and the Airport and Airway Improvement Act of 1982, as such acts have been amended from time to time. City covenants that it has no existing agreements with the United States in conflict with the express provisions hereof.

In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Airline agrees to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to enable City to obtain such grant of funds, provided that in no event shall such changes materially impair the rights of Airline hereunder.

Section 18.49 SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, this provision shall in no way whatsoever alter the restriction herein regarding assignment and subletting by Airline.

Section 18.50 TRIAL BY JURY

The parties to this Agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Agreement and/or the relationship which arises hereunder. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.

Section 18.51 THIRD PARTIES

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 18.52 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

* * * * *

END OF ARTICLE

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the dates set forth below.

CITY:

CITY OF PENSACOLA

AIRLINE:

UNITED PARCEL SERVICE CO.

By: _____

Ashton J. Hayward, III – Mayor

By: James T. Miller

Print Name: James T. Miller

Title: Vice President

Date: _____

Date: September 27, 2017

Attested by and signed and delivered in the presence of:

Signed and delivered in the presence of:

City Clerk

Kevin Hoffmann

Print Name: Kevin Hoffmann

Signed and delivered in the presence of:

Sheila Cecil

Print Name: Sheila Cecil

Print Name: _____

Approved as to content:

Daniel E. Flynn, Airport Director

Legal in form and valid as drawn:

Lysia H. Bowling, City Attorney

Exhibit A – Airport Layout Plan

RUNWAY DATA TABLE

	RUNWAY 17-35				RUNWAY 8-26			
	EXISTING	FUTURE	EXISTING	FUTURE	EXISTING	FUTURE	EXISTING	FUTURE
1	N 166°58'05" E	N 166°59'05" E	N 78°03'40" E	N 78°03'40" E	N 78°03'40" E	N 78°03'40" E	N 78°03'40" E	N 78°03'40" E
2	7,004' / 150'	8,004' / 150'	7,005' / 150'	7,005' / 150'	7,005' / 150'	7,005' / 150'	7,005' / 150'	7,005' / 150'
3	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
4	0.23%	0.24%	0.23%	0.23%	0.23%	0.23%	0.23%	0.23%
5	MD-80 (C-III)	B-757 (C-III)	MD-80 (C-III)	B-757 (C-III)	MD-80 (C-III)	B-757 (C-III)	MD-80 (C-III)	B-757 (C-III)
6	CONCRETE	CONCRETE	ASPHALT	ASPHALT	ASPHALT	ASPHALT	ASPHALT	ASPHALT
7	85,000 LB.	85,000 LB.	85,000 LB.	85,000 LB.	85,000 LB.	85,000 LB.	85,000 LB.	85,000 LB.
8	150,000 LB.	150,000 LB.	150,000 LB.	150,000 LB.	150,000 LB.	150,000 LB.	150,000 LB.	150,000 LB.
9	270,000 LB.	270,000 LB.	270,000 LB.	270,000 LB.	270,000 LB.	270,000 LB.	270,000 LB.	270,000 LB.
10	PRECISION	PRECISION	PRECISION	PRECISION	PRECISION	PRECISION	PRECISION	PRECISION
11	HRL	HRL	HRL	HRL	HRL	HRL	HRL	HRL
12	17	35	17	35	8	26	8	26
13	121.3'	103.4'	121.3'	103.4'	97.2'	113.5'	97.2'	113.5'
14	30°28'58.471"	30°27'50.872"	30°28'58.471"	30°27'50.872"	30°28'16.801"	30°28'16.801"	30°28'16.801"	30°28'16.801"
15	87°11'28.371"	87°11'08.348"	87°11'28.371"	87°11'08.348"	87°11'45.576"	87°11'45.576"	87°11'45.576"	87°11'45.576"
16	50.1	50.1	50.1	50.1	50.1	50.1	50.1	50.1
17	200'x200'	200'x200'	200'x200'	200'x200'	200'x200'	200'x200'	200'x200'	200'x200'
18	ILS, NDB, GPS	ILS, NDB, GPS	ILS, NDB, GPS	ILS, NDB, GPS	ILS, NDB, GPS	ILS, NDB, GPS	ILS, NDB, GPS	ILS, NDB, GPS
19	PAPI	REL. PAPI	REL. PAPI	REL. PAPI	REL. PAPI	REL. PAPI	REL. PAPI	REL. PAPI
20	MAISR	MAISR	MAISR	MAISR	MAISR	MAISR	MAISR	MAISR
21	200-1/2	400-1	200-1/2	400-1	200-1/2	400-1	200-1/2	400-1

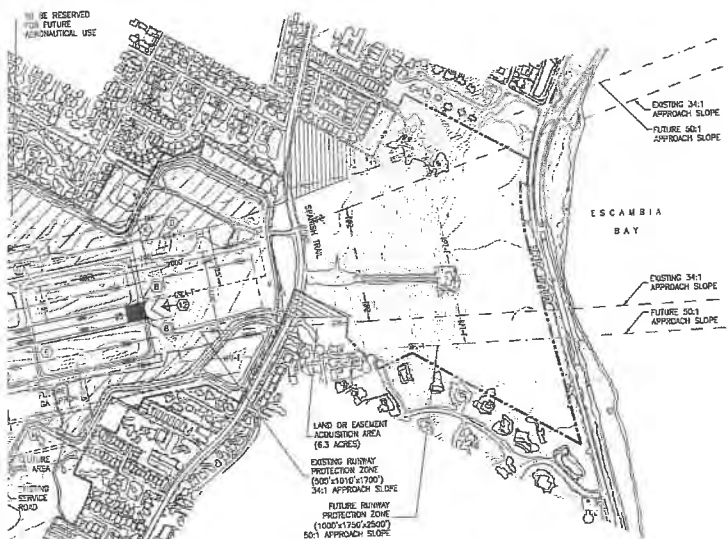
AIRPORT DATA TABLE

	EXISTING	FUTURE
CODE (ARC)	COMMERCIAL	SALE
POINT ELEVATION	121' MSL	SALE
POINT LATITUDE	30°28'24.333"	30°28'21.785"
POINT LONGITUDE	87°11'11.803"	87°11'11.484"
ESTIMATED	1,474	1,540
ESTIMATED MONTH	BCE, JULY	SALE

RSA AND ROFA DATA TABLE

RUNWAY	RSA WIDTH	RSA LENGTH BEYOND R/W END
RUNWAY 17-35	500'	1,000'
RUNWAY 8-26	500'	1,000'

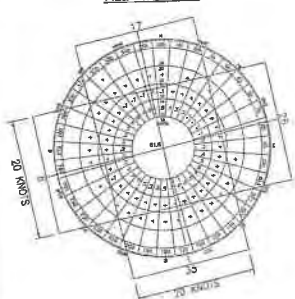
RUNWAY	ROFA WIDTH	ROFA LENGTH BEYOND R/W END
RUNWAY 17-35	800'	1,000'
RUNWAY 8-26	800'	1,000'



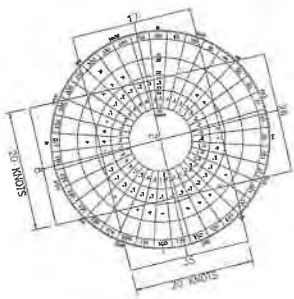
GENERAL AVIATION AREA SEE SHEET 5 OF 6

WIND ROSES

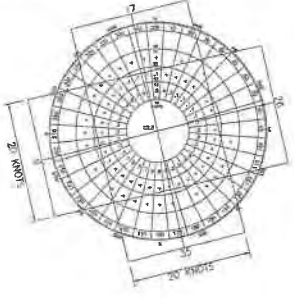
ALL-WEATHER



IFR



VR



CROSSWIND COMPONENT (KNOTS)	10.5	13.0	15.0	20.0
17/35	95.30%	87.80%	99.64%	99.93%
8/26	88.10%	93.87%	98.97%	99.78%
COMBINED	98.35%	99.88%	99.97%	99.98%

RECORD PERIOD: JANUARY 1988 - DECEMBER 1997
OBSERVATIONS: 80,957
TAKEN AT: PENSACOLA REGIONAL AIRPORT
SOURCE: NATIONAL CLIMATIC DATA CENTER

CROSSWIND COMPONENT (KNOTS)	10.5	13.0	15.0	20.0
17/35	91.54%	94.38%	99.40%	99.92%
8/26	83.71%	91.05%	97.80%	99.58%
COMBINED	98.72%	99.76%	99.95%	99.98%

RECORD PERIOD: JANUARY 1988 - DECEMBER 1997
OBSERVATIONS: 7,658
TAKEN AT: PENSACOLA REGIONAL AIRPORT
SOURCE: NATIONAL CLIMATIC DATA CENTER

CROSSWIND COMPONENT (KNOTS)	10.5	13.0	15.0	20.0
17/35	95.70%	98.07%	99.88%	99.96%
8/26	89.28%	94.25%	98.98%	99.83%
COMBINED	98.43%	99.91%	99.98%	100.0%

RECORD PERIOD: JANUARY 1988 - DECEMBER 1997
OBSERVATIONS: 71,307
TAKEN AT: PENSACOLA REGIONAL AIRPORT
SOURCE: NATIONAL CLIMATIC DATA CENTER

CONSTRUCTION NOTICE REQUIREMENT

To protect operational safety and future development, all proposed construction on the airport must be coordinated by the airport owner with the FAA Airport's District Office prior to construction. FAA's review takes approximately 80 days.

BASE MAP PROVIDED BY HAMILTON SMITH AND ASSOCIATES, INC. AND PINE DESIGN ENGINEERING SERVICES CO., DATED OCTOBER 6, 1988.

BASE MAP WAS UPDATED FOR 2013 PEN AND INK ALP UPDATE BY ATKINS. UPDATE USED AS BUILT DATA SOURCED FROM RS&H UTILITY ATLAS DATED 2010.

MAGNETIC DECLINATION 125°W
DDBW /year (LINE 2005)

National Geophysical Data Center (NGDC)

Scale in Feet: 1" = 500'

EXISTING AIRPORT FACILITIES

BUILDING	ELEV.
1. MAIN TERMINAL BUILDING	164.0
2. AIRPORT TRACON (CITY OWNED)	164.5
3. AIRFIELD ELECTRICAL VAULT	126.2
4. AIR CARGO FACILITY	126.3
5. PENSACOLA AVIATION HANGAR	UNKNOWN
6. AVIATION DISCOVERY PARK	UNKNOWN
7. FAX ANTENNA VAULT (RTG)	128.4
8. HELIWORKS HANGAR (CITY)	144.2
9. FUEL FARM FACILITY	113.5
10. AUTO PARKING GARAGE	135.0
11. PARKING COLLECTION SOUTH	128.5
12. TAXI QUEUE FACILITY	123.9
13. RENTAL CAR SERVICE FACILITY	UNKNOWN
14. RENTAL CAR SERVICE FACILITY	UNKNOWN
15. RENTAL CAR SERVICE FACILITY	UNKNOWN
16. HELIWORKS HANGAR	150.6
17. FAA EQUIPMENT BUILDING	115.0
18. FAA EQUIPMENT SHED	121.8
19. AERODE HANGAR	UNKNOWN
20. FAA AIR TRAFFIC CONTROL TOWER	149.0
21. AIRPORT GARAGE FACILITY (STORAGE)	105.2
22. AIRPORT GARAGE FACILITY (STORAGE)	105.3
23. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) STATION	131.5
24. AIRPORT MAINTENANCE FACILITY	110.5
25. PUMP HOUSE (EMERALD COAST UTILITY AUTHORITY)	112.9
26. T-HANGAR	126.5
27. T-HANGAR	117.7
28. T-HANGAR	120.9
29. PENSACOLA AVIATION HANGAR AREA	149.2
30. LIFEGUARD AIR AMBULANCE HANGAR	135.8
31. RENTAL CAR SERVICE FACILITY	UNKNOWN
32. EDOG AIR HANGAR	133.8
33. NAVY FLYING CLUB HANGAR	120.5
34. PUMP HOUSE (EMERALD COAST UTILITY AUTHORITY)	111.0
35. PUMP HOUSE (EMERALD COAST UTILITY AUTHORITY)	141.0
36. FAA EQUIPMENT BUILDING (LOCALIZER)	94.9
37. FAA EQUIPMENT BUILDING (LOCALIZER, DME)	125.5
38. FAX ANTENNA VAULT (RTG)	135.0
39. FAX ANTENNA VAULT (RTG)	122.9
40. CITY OF PENSACOLA FIRE STATION	107.0
41. CITY OF PENSACOLA FIRE STATION	112.0
42. ASR-II FACILITY	UNKNOWN
43. TERMINAL EDS FACILITY	UNKNOWN
44. FAX TRACON	UNKNOWN
45. RENTAL CAR SERVICE FACILITY	UNKNOWN

FUTURE AIRPORT FACILITIES

BUILDING	ELEV.
1. FUTURE TERMINAL EXPANSION	164.0
2. FUTURE TERMINAL CONCOURSE EXTENSION	164.5
3. FUTURE TERMINAL CONCURSUS EXTENSION	126.2
4. N/A	126.3
5. N/A	UNKNOWN
6. FUTURE AIR CARGO FACILITY	UNKNOWN
7. FUTURE AIR CARGO FACILITY	144.2
8. FUTURE AIR CARGO FACILITY	113.5
9. FUTURE AIR CARGO FACILITY	135.0
10. FUTURE FUEL FARM	128.5
11. FUTURE HANGAR	123.9
12. FUTURE T-HANGAR	126.5
13. FUTURE T-HANGAR	117.7
14. FUTURE T-HANGAR	120.9
15. FUTURE MRO HANGAR	149.2
16. FUTURE MRO HANGAR	135.8
17. FUTURE WASHRACK	UNKNOWN
18. N/A	UNKNOWN
19. FUTURE CAR PARKING	UNKNOWN



Architectural, Engineering, Planning and Environmental Services

Reynolds, Smith and Hills, Inc.
10748 Deerwood Park Blvd. South
Jacksonville, Florida 32256
904-296-2000 FAX 904-279-249
www.rsandh.com
FL Cert. Nos. AA0001888 - EB0005520 - LC0003210



PENSACOLA REGIONAL AIRPORT

AIRPORT LAYOUT PLAN UPDATE

CONSULTANTS



4080 Bay Street Blvd.
Suite 700
Tampa, FL 33607
Tel: (407) 647-7275
Fax: (407) 606-4500
www.atkinsglobal.com/northamerica

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	BASE MAP UPDATED	ATKINS	FEB 2014
2	FUT MRO DEVELOPMENT ADDED	ATKINS	FEB 2014

DATE ISSUED: APRIL 2007
REVIEWED BY: WCS
DRAWN BY: DAB
DESIGNED BY: WCS

AEP PROJECT NUMBER
2018240.243

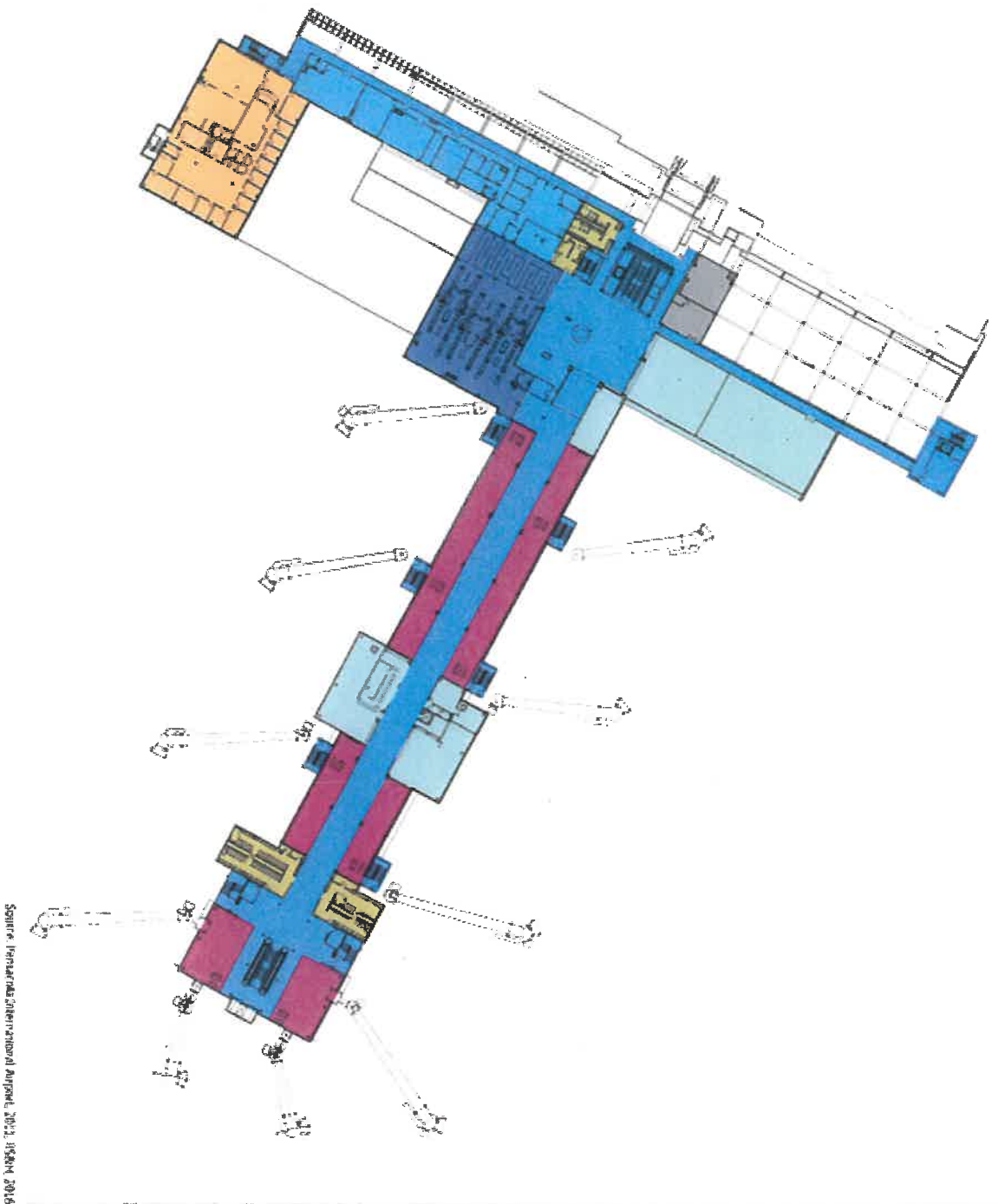
© 1998 REYNOLDS, SMITH AND HILLS, INC.

SHEET TITLE

AIRPORT LAYOUT PLAN

SHEET NUMBER
2 OF 16

Exhibit B – Terminal Layout Plan



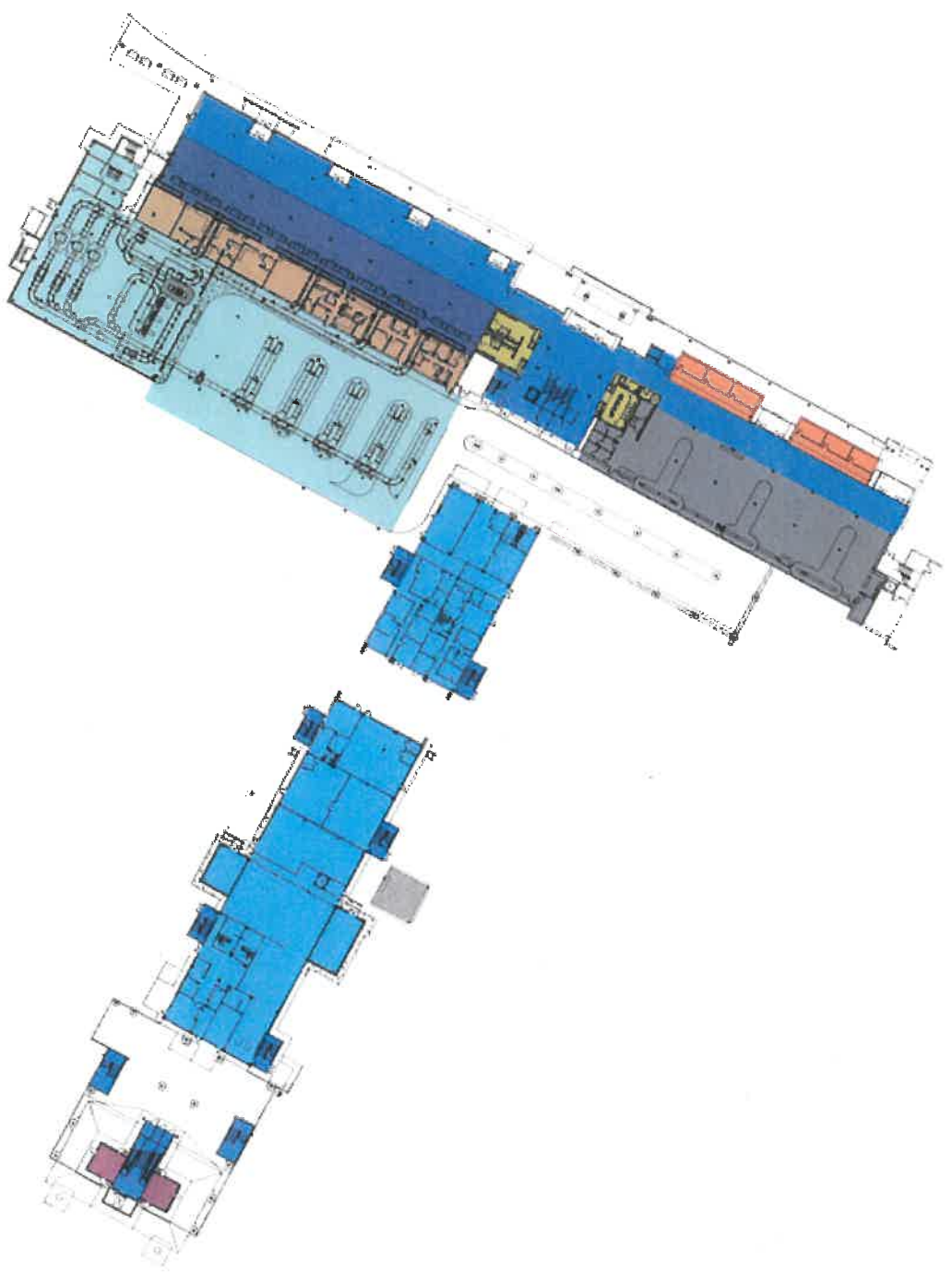
Source: Ronald Reagan International Airport, 2012; USMCA, 2016

Legend

- Circulation
- Security Checkpoint
- Concessions
- Holdroom
- USO
- Airport Administration
- Offices/Support
- Restroom

0 50 100
Feet

1



Legend

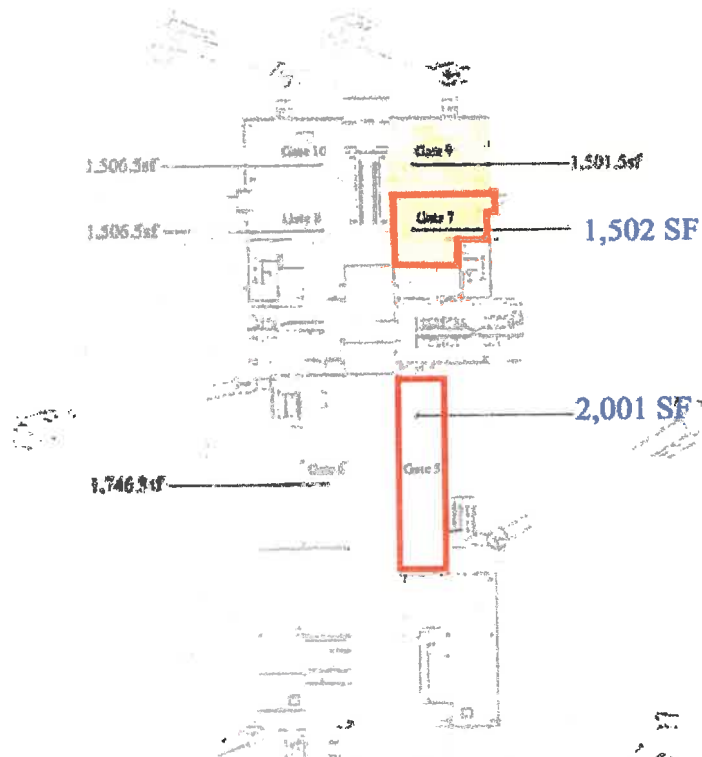
- Circulation
- Ticketing lobby
- Outbound Bag Screening and Make-Up
- Bag Claim Lobby
- Holdroom
- Rental Car
- Airline Offices
- Office/Support
- Restroom



Exhibit C – Airline Rented Space

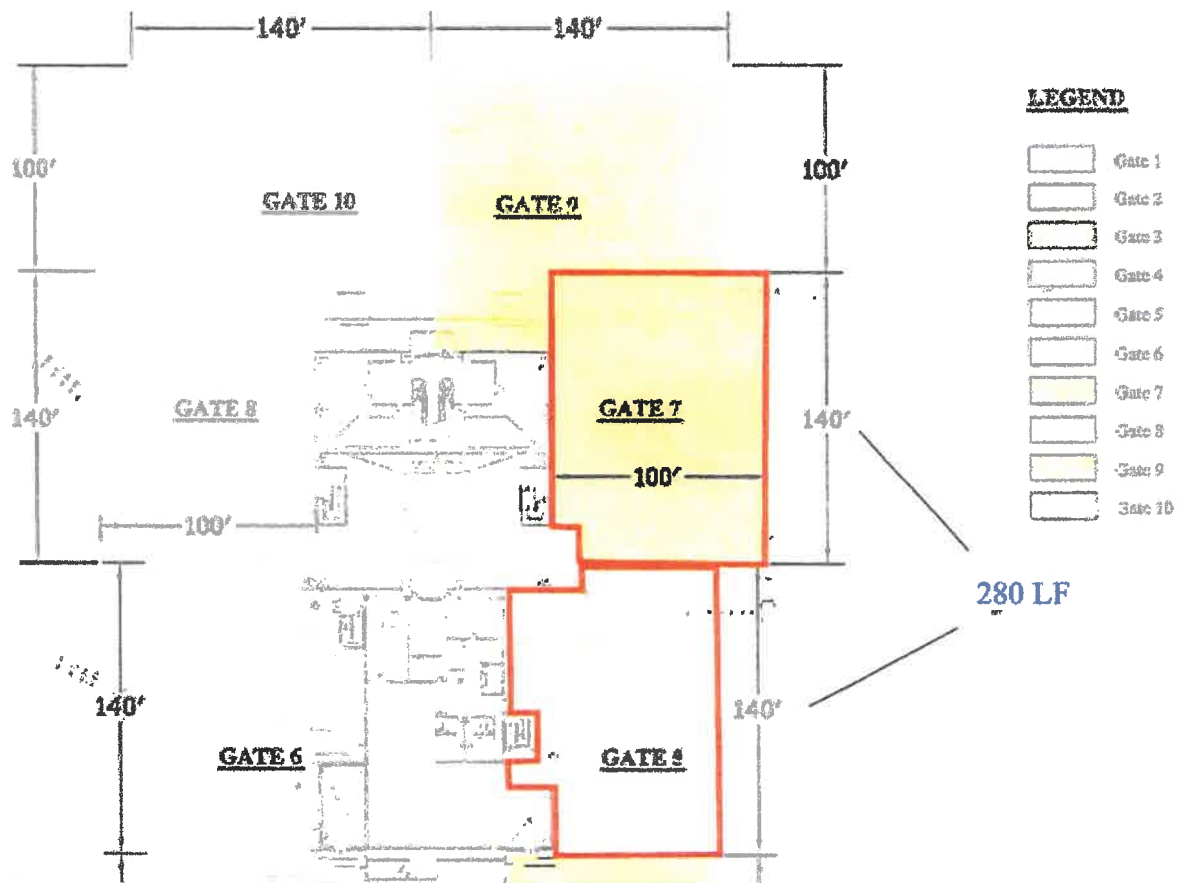
**PREFERENTIAL SPACE
HOLDROOMS
AMERICAN- 3,503 SF**

Category	In Square Feet			
	Rented	Not Rented	Non Rentable	Total
Preferential Use Space				
Airline Holdrooms & Gates				
American				
Holdroom 5	2,001	-	-	2,001
Holdroom 7	1,502	-	-	1,502
Total Holdrooms & Gates	3,503	-	-	3,503



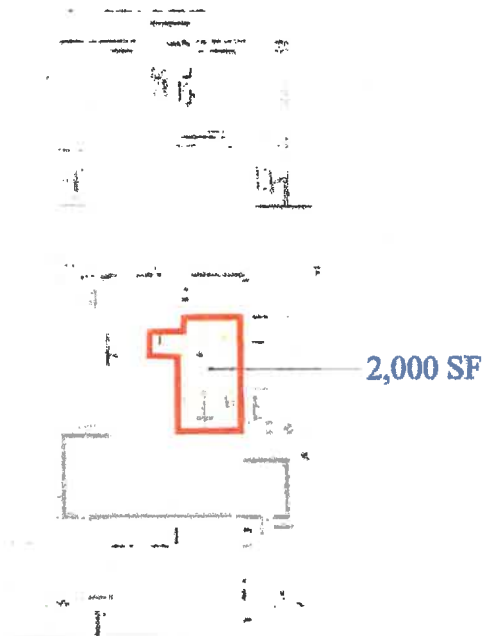
AIR CARRIER RAMP AMERICAN- 280 LF

Category	In Linear Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
American				
Ramp 5	140	-		140
Ramp 7	140	-		140
ACR Total	280	-		280



**EXCLUSIVE USE
TICKETING/OPERATIONS
AMERICAN- 4,259 SF**

Category		In Square Feet			
		Rented	Not Rented	Non-Rentable	Total
Airline Exclusive Space					
Airline Ticketing, Operations, and Office Areas					
American	Ticketing	2,100		-	2,100
	Operations	2,000		-	2,000
	Bag Service Office	159			159
	Total Exclusive	4,259	-	-	4,259

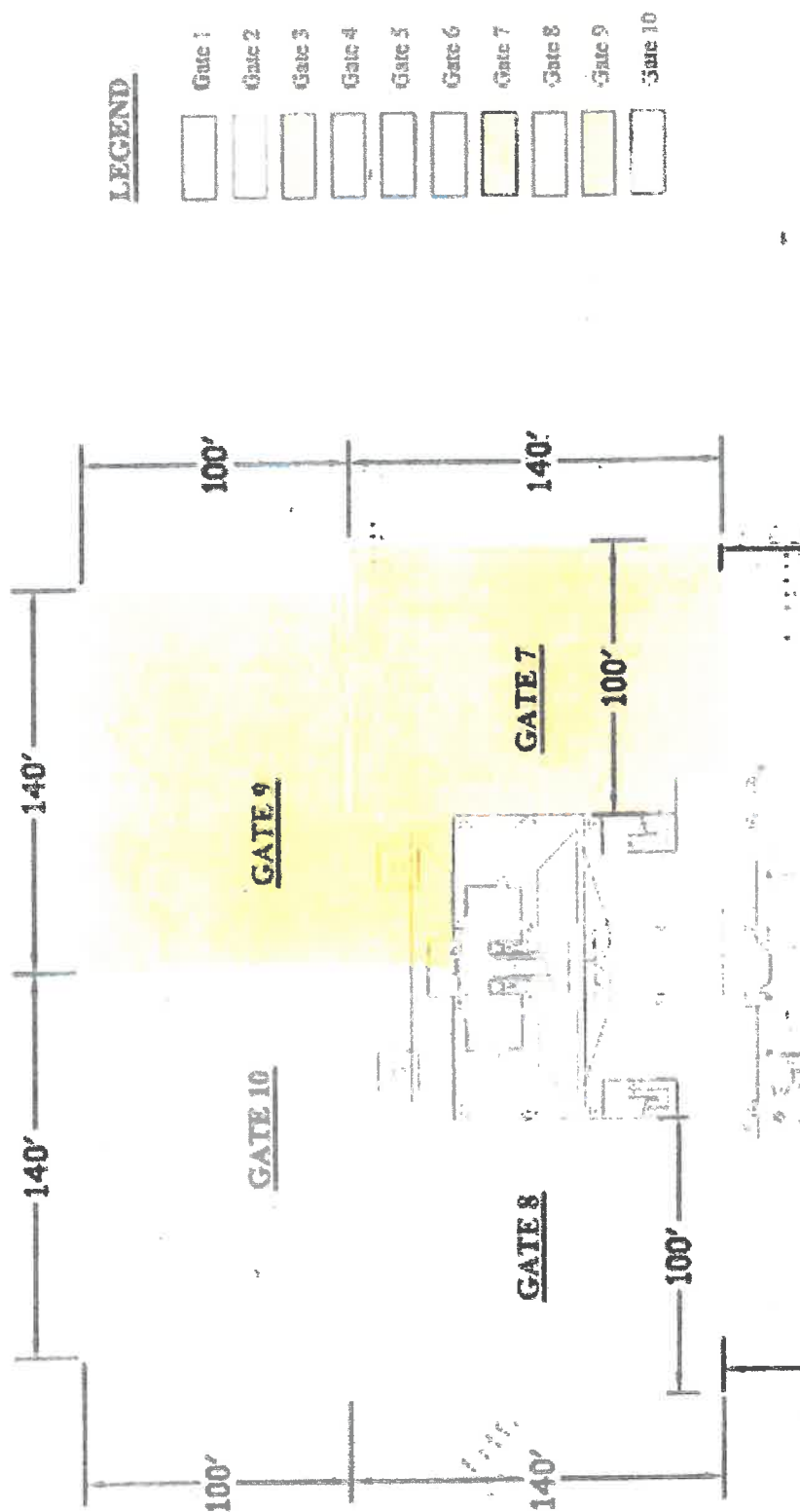


**EXCLUSIVE USE
TICKETING/OPERATIONS
DELTA- 6,927 SF**

Category	In Square Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Exclusive Space				
Airline Ticketing, Operations, and Office Areas				
Delta				
Ticketing	2,344	-	-	2,344
Operations/Bag Service Space 1	1,704	-	-	1,704
Operations/Bag Service Space 2	2,690	-	-	2,690
Bag Service Office	189	-	-	189
Total Exclusive	6,927	-	-	6,927
Ticketing, Operations, and Office Areas				

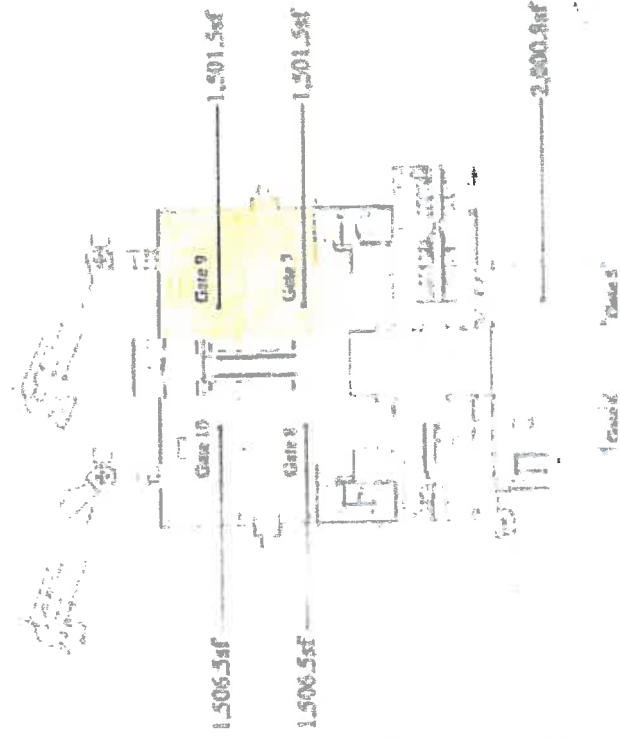
AIR CARRIER RAMP DELTA-280 LF

Category	In Linear Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space				
Delta				
Ramp 2	140	-		140
Ramp 4	140	-		140
ACR Total	280	-		280



PREFERENTIAL SPACE HOLDROOMS DELTA- 4,231 SF

Category	In Square Feet			Total
	Rented	Not Rented	Non Rentable	
Preferential Use Space				
Airline Holdrooms & Gates				
Delta	2,115	-	-	2,115
	2,116	-	-	2,116
Total Holdrooms & Gates	4,231	-	-	4,231



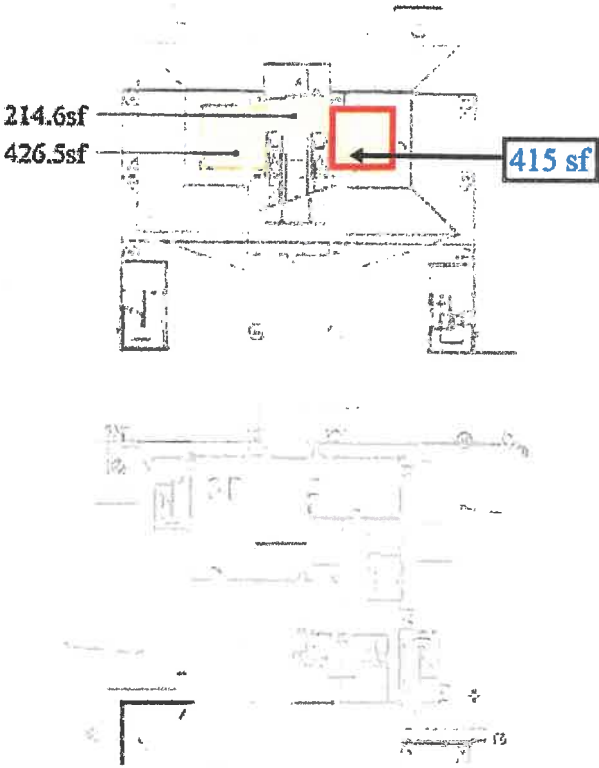
**EXCLUSIVE USE
TICKETING/OPERATIONS
SILVER- 1,416 SF**

Category		In Square Feet			
		Rented	Not Rented	Non Rentable	Total
Airline Exclusive Space					
Airline Ticketing, Operations, and Office Areas					
Silver	Ticketing	1,416	-	-	1,416
	Operations	-	-	-	-
Ticketing, Operations, and Office Areas		1,416	-	-	1,416
Total Exclusive		1,416	-	-	1,416



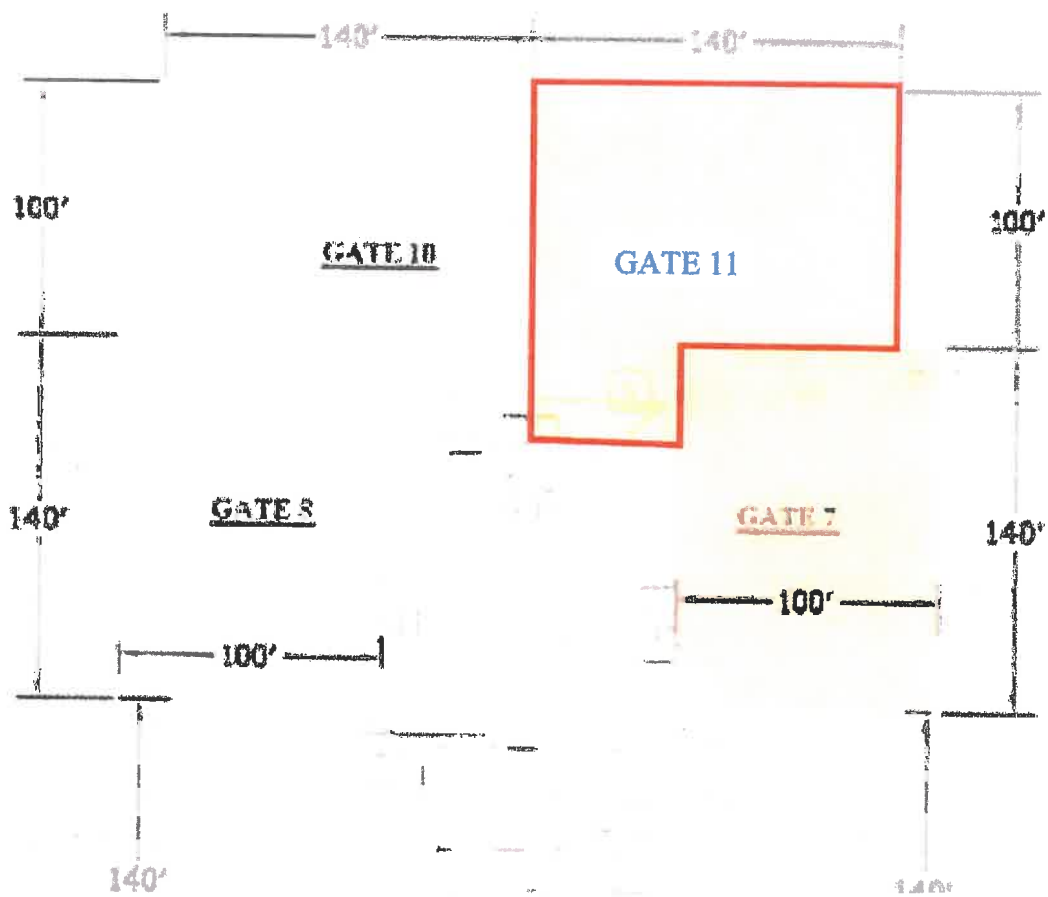
**HOLDROOM
SILVER- 415 SF**

Category	In Square Feet			
	Rented	Not Rented	Non Rentable	Total
Preferential Use Space				
Airline Holdrooms & Gates				
Silver	415			415
Total Holdrooms & Gates	415	-	-	415



AIR CARRIER RAMP SILVER- 140 LF

Category	In Linear Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space Silver				
Ramp 11	140	-		140
ACR Total	140	-		140



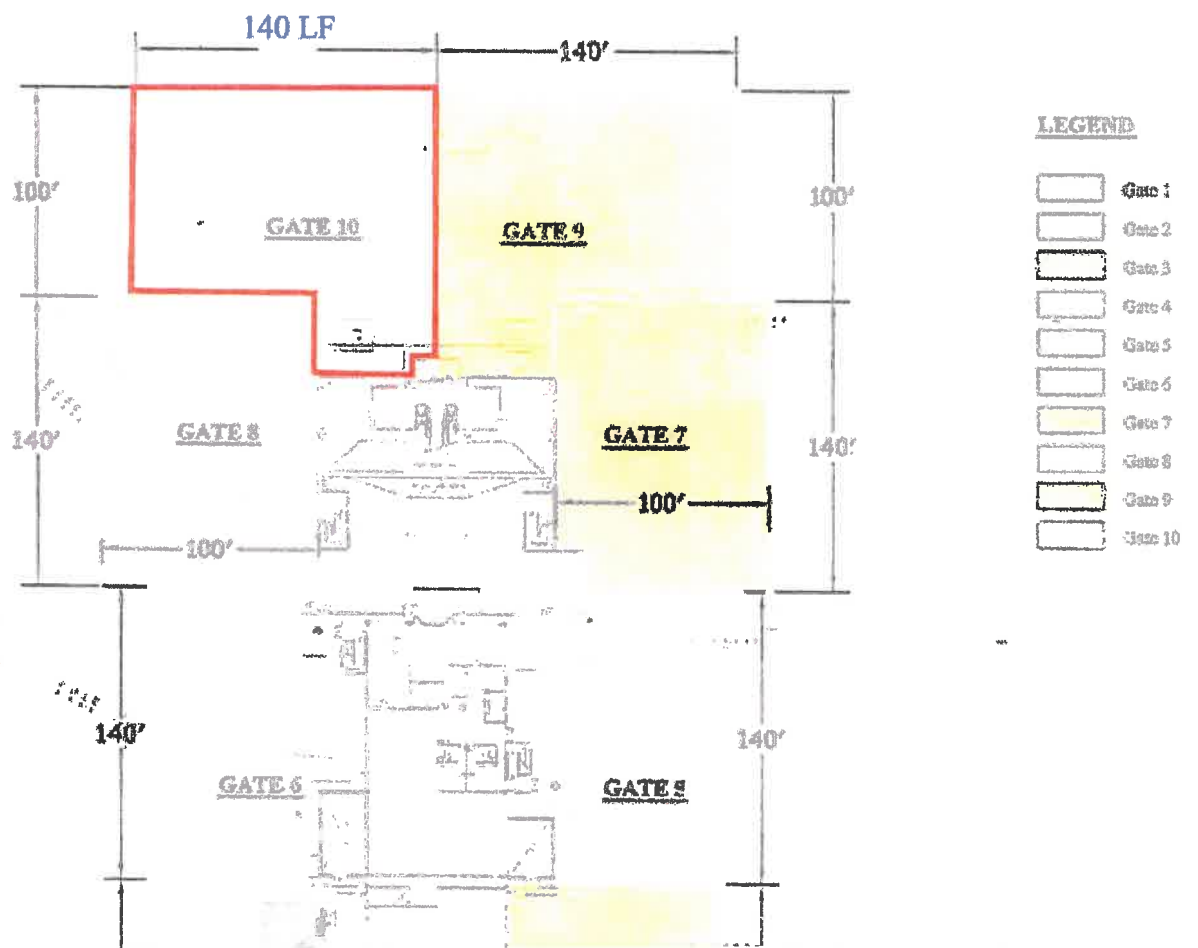
**EXCLUSIVE USE
TICKETING/OPERATIONS
SOUTHWEST- 2,036 SF**

Category		In Square Feet			
		Rented	Not Rented	Non Rentable	Total
Airline Exclusive Space					
Airline Ticketing, Operations, and Office Areas					
Southwest	Ticketing	1,541		-	1,541
	Operations Space 1	214		-	214
	Operations Space 2	80		-	80
	Bag Service Office	201		-	201
Ticketing, Operations, and Office Areas	Total Exclusive	2,036	-	-	2,036



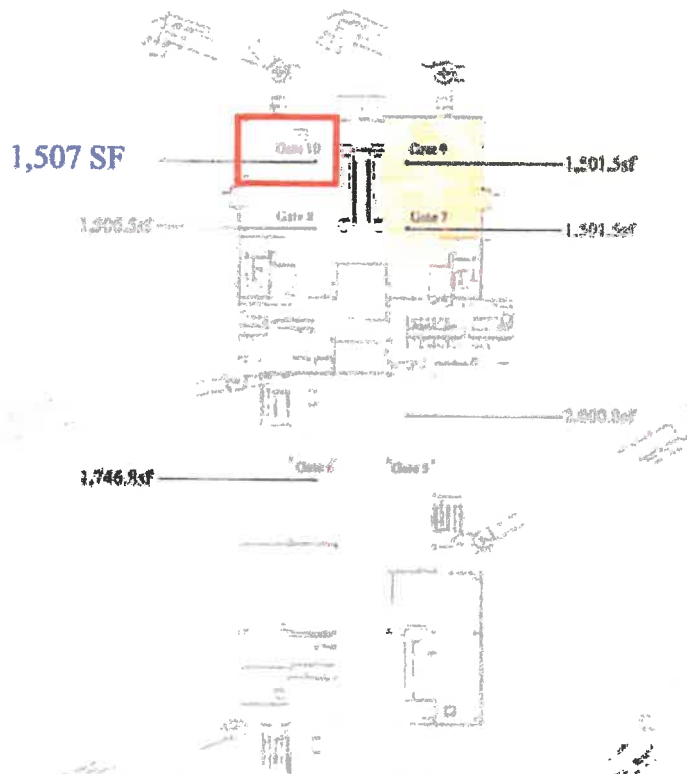
AIR CARRIER RAMP SOUTHWEST- 140 LF

Category	In Linear Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Air Carrier Ramp Space Southwest				
Ramp 10	140	-		140
ACR Total	140	-		140



**PREFERENTIAL SPACE
HOLDROOMS
SOUTHWEST- 1,507 SF**

Category	In Square Feet			
	Rented	Not Rented	Non Rentable	Total
Preferential Use Space				
Airline Holdrooms & Gates				
Southwest	1,507	-	-	1,507
Total Holdrooms & Gates	1,507	-	-	1,507



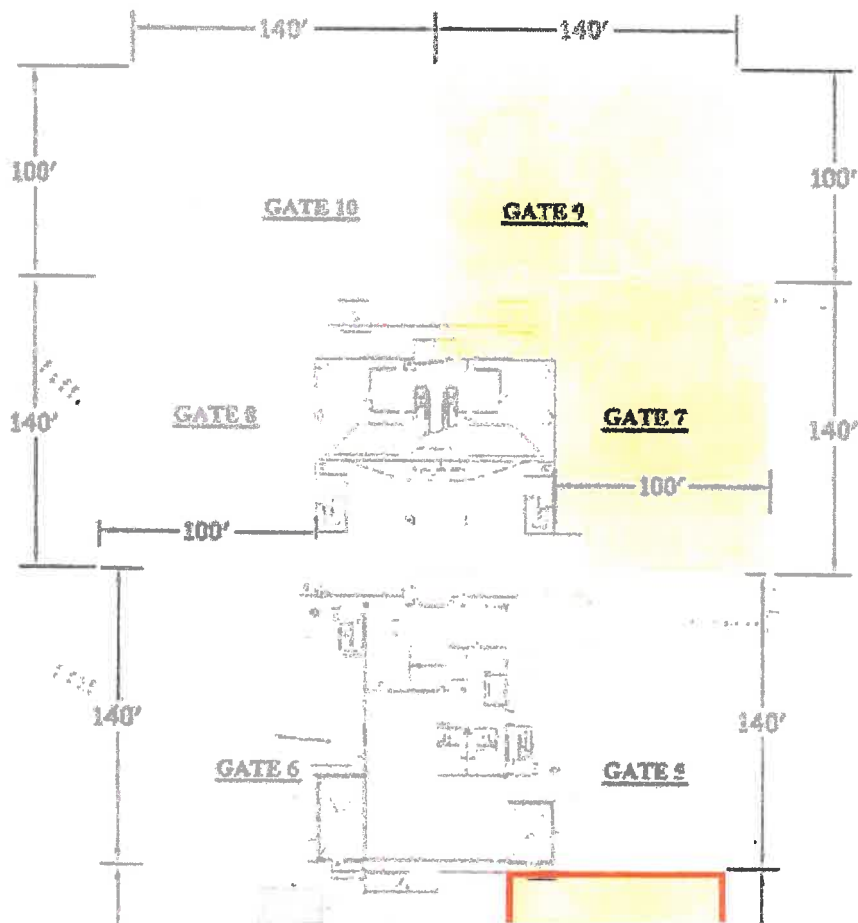
**EXCLUSIVE USE
TICKETING/OPERATIONS
UNITED- 2,084 SF**

Category		In Square Feet			
		Rented	Not Rented	Non Rentable	Total
Airline Exclusive Space					
Airline Ticketing, Operations, and Office Areas					
United	Ticketing Space 1	1,416	-	-	1,416
	Ticketing Space 2	209	-	-	209
	Operations	300	-	-	300
	Bag Service Office	159	-	-	159
Ticketing, Operations, and Office Areas					
Total Exclusive		2,084	-	-	2,084



AIR CARRIER RAMP UNITED- 140 LF

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



LEGEND

- ☐ Gate 1
- ☐ Gate 2
- ☐ Gate 3
- ☐ Gate 4
- ☐ Gate 5
- ☐ Gate 6
- ☐ Gate 7
- ☐ Gate 8
- ☐ Gate 9
- ☐ Gate 10

**PREFERENTIAL SPACE
HOLDROOMS
UNITED- 2,089 SF**

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

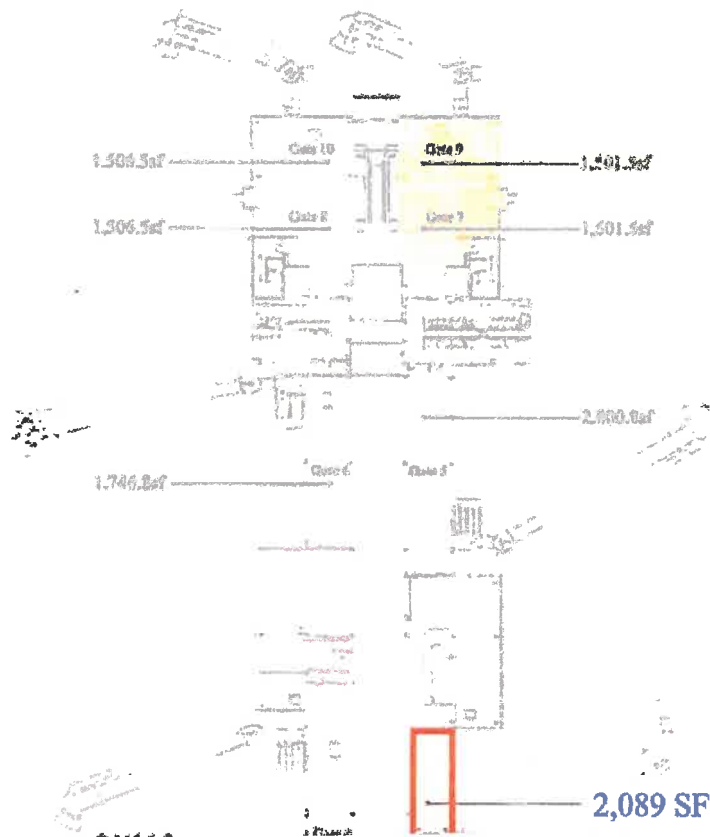


Exhibit D – Baggage Handling System

482 SF

Category	In Square Feet			
	Rented	Not Rented	Non Rentable	Total
Airline Joint Use Space				
Baggage Handling System and Areas				
Bag Claim	9,649	-		9,649
EDS Equipment Room	6,137	-		6,137
Tug Drive/Piers	35,534	-		35,534
BHS Control	197	-		197
BHS Parts	218	-		218
Airline Bag Belts	748	-		748
BHS Total	52,482	-		52,482

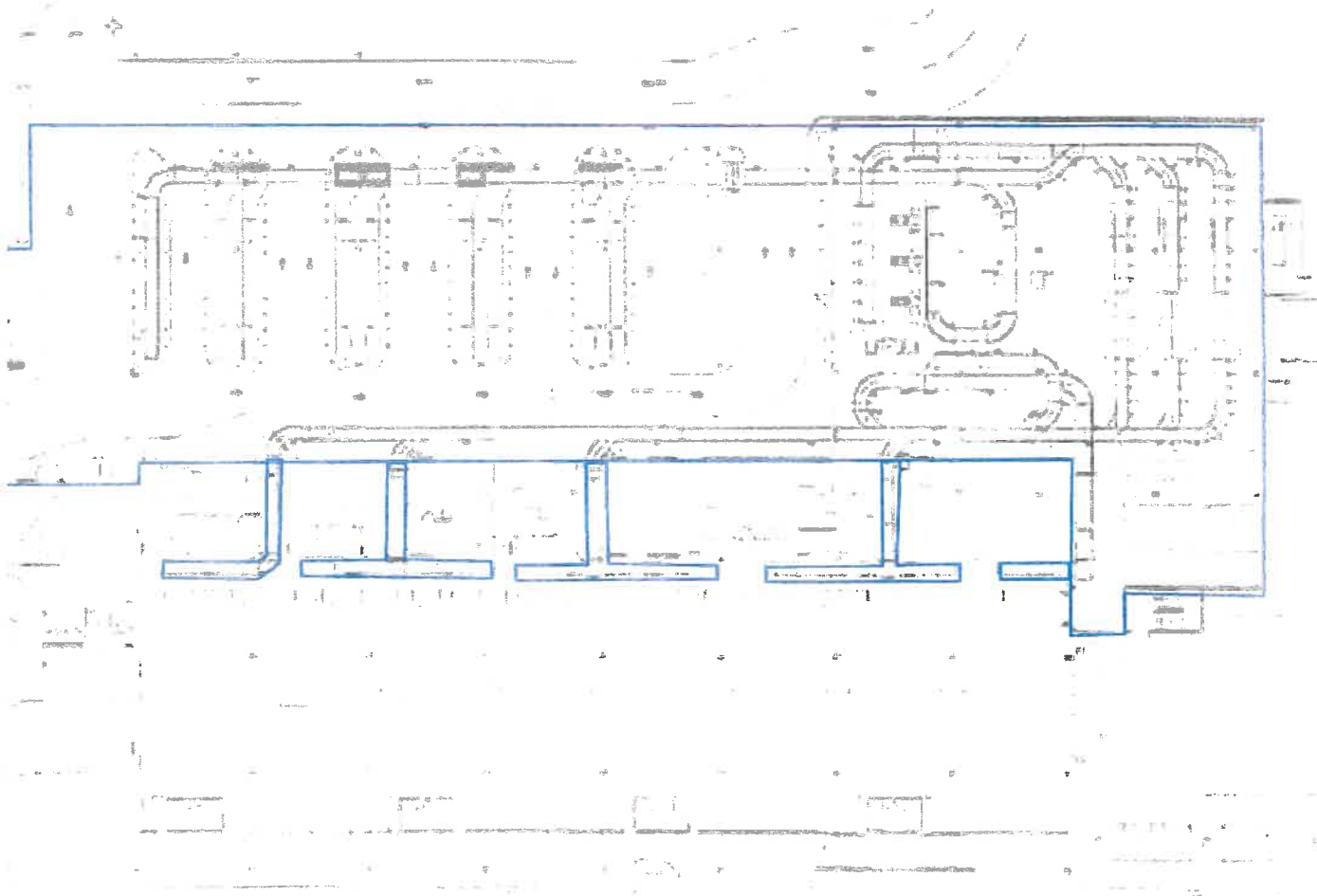
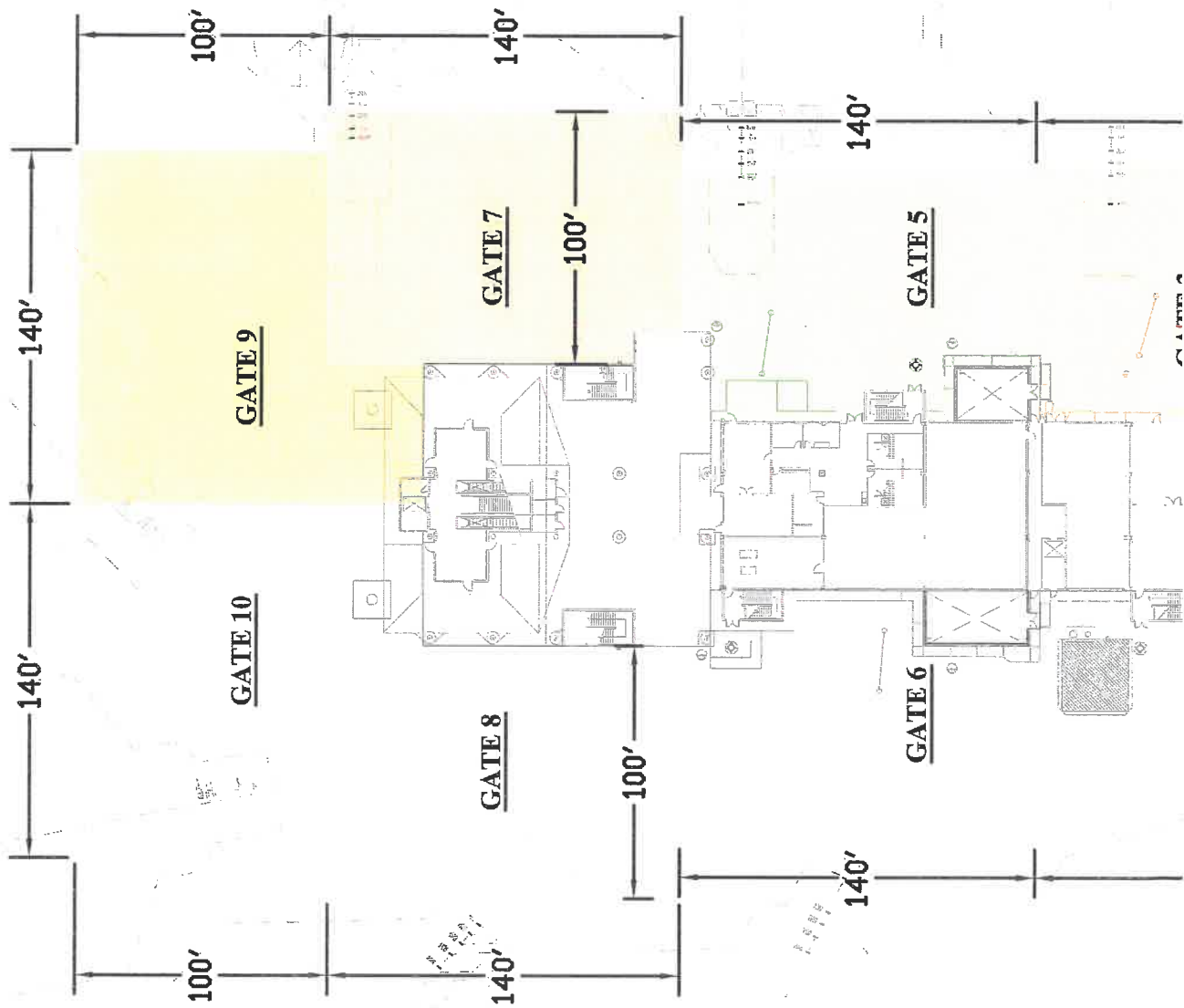


Exhibit E – Terminal Building Aircraft Parking Positions



LEGEND

	Gate 1
	Gate 2
	Gate 3
	Gate 4
	Gate 5
	Gate 6
	Gate 7
	Gate 8
	Gate 9
	Gate 10

Exhibit F – Cargo Apron Aircraft Parking Positions

COMMON
USE
CARGO
SUPPORT
AREA

CARGO RAMP

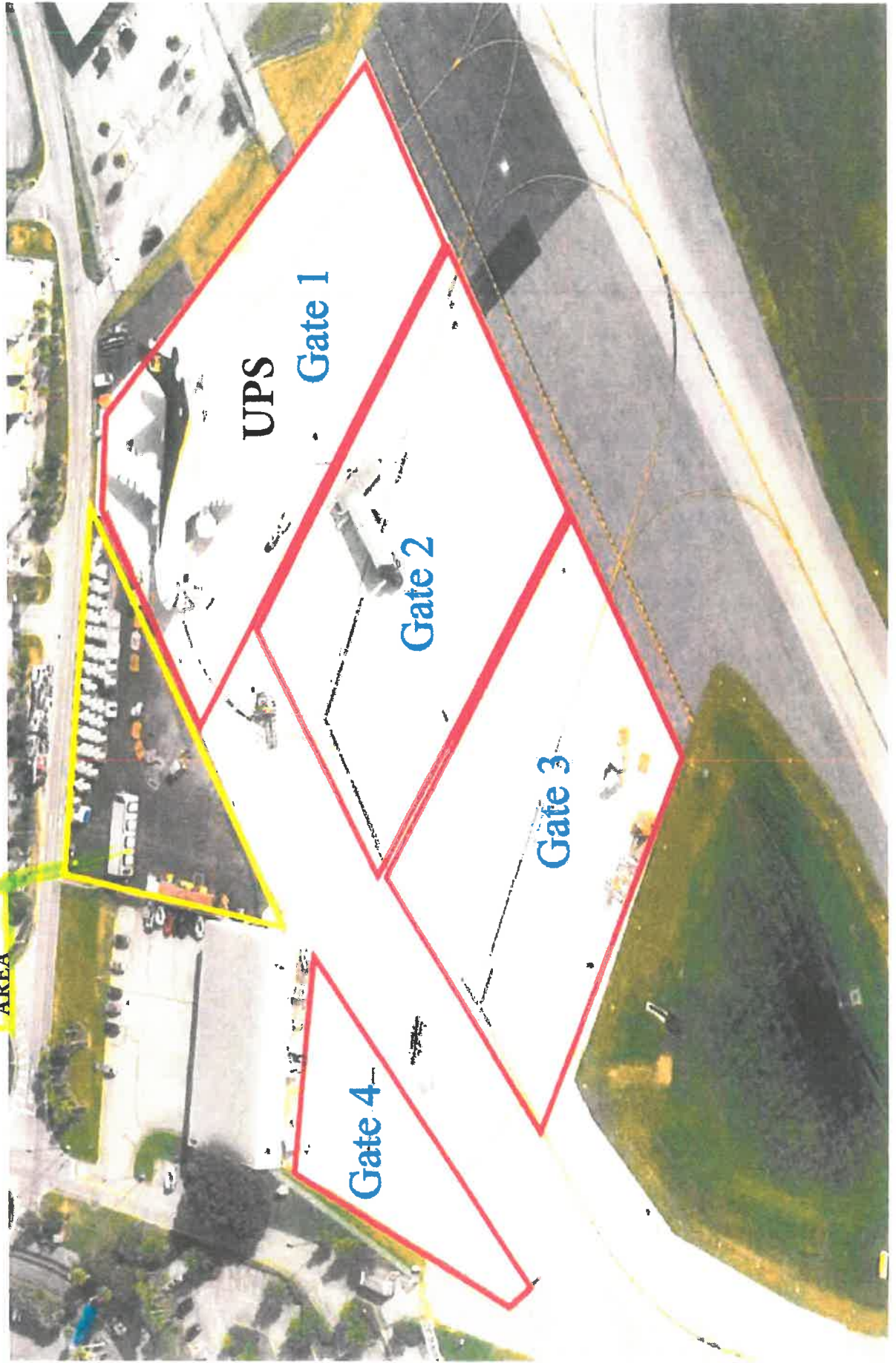


Exhibit G – Rental Car Service Facilities

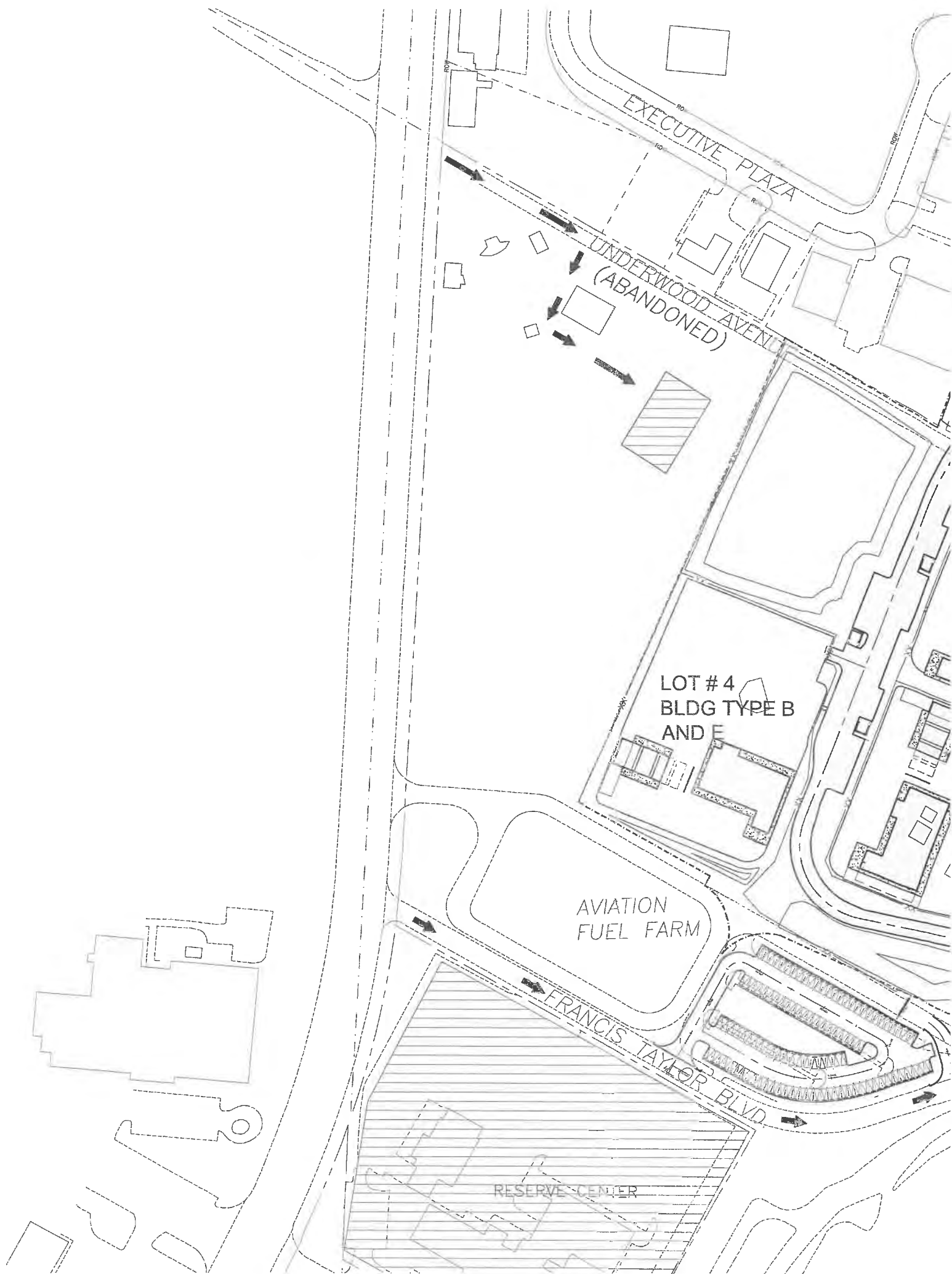


Exhibit H – Capital Improvement

PENSACOLA INTERNATIONAL AIR
PROJECT PRIORITIES
FY 2019 - 2023

Year	Priority	FM Item Description
2019	1	4357176 Construct Hangar Improvements
	2	4296094 Design/Construct Parallel Taxiway Extension - SE Quadrant
	3	4296095 Runway 17/35 Extension - Environmental Assessment
	4	TBA Purchase Replacement ARFF Vehicle
	5	TBA ARFF Rehabilitation
	6	4074361 Airfield Pavement and Lighting (LED) Rehabilitation - Design
2020	1	4357176 Construct Hangar Improvements
	2	4357173 ILS/GPS Approach Runway 17/35 Extension
	3	TBA Airfield Pavement and Lighting (LED) Rehabilitation - Construction
	4	TBA Taxiway A Rehabilitation - Design
	5	TBA Taxiway B Rehabilitation - Design
2021	1	4357175 Relocate Helicopter Operations
	2	TBA Taxiway A Rehabilitation Phase I - Construction
	3	TBA Rehabilitate SW Apron - Design
2022	1	TBA Taxiway B Rehabilitation Phase II - Construction
	2	TBA Rehabilitate SW Apron - Construction
	3	TBA Industrial Apron - Design
	4	TBA GA Ramp Expansion - Design
	5	TBA Runway 8/26 Pavement Rehabilitation - Design/Bid
2023	1	TBA Runway 17/35 Extension - Design
	2	TBA Taxiway C & D Rehabilitation - Design
	3	TBA Industrial Apron - Construction
	4	TBA GA Ramp Expansion - Construction

Exhibit I – Airline Affiliate Operating Permit

SIGNATORY AIRLINE

AFFILIATE OPERATING PERMIT

by and between

THE CITY OF PENSACOLA, FLORIDA

and

_____[Airline]

and

_____[Affiliate]

Date of Execution: _____

Effective Date: _____

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**PENSACOLA INTERNATIONAL AIRPORT
SIGNATORY AIRLINE
AFFILIATE OPERATING PERMIT**

This Signatory Airline Affiliate Permit Agreement ("Permit") is made and entered into as of this ____ day of _____ 201_, by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as "City"), _____ Inc. ("Airline"), a corporation organized and existing under the State of _____, and _____, Inc. ("Affiliate"), a corporation organized, existing and doing business under and by virtue of the laws of the State of _____.

WITNESSETH:

WHEREAS, City is the owner and operator of Pensacola International Airport (hereinafter referred to as the "Airport") located in Pensacola, Florida, and has the right to grant operating privileges on the Airport subject to certain terms and conditions; and

WHEREAS, Airline is engaged in the business of commercial air transportation of persons, property, cargo, and mail as a scheduled air carrier and is certificated or otherwise authorized by the United States Government to engage in such business; and

WHEREAS, City has entered into an Airline Operating Agreement and Terminal Building Lease ("Agreement") with Airline for the use and occupancy of certain facilities at the Airport and for the payment of certain Airport rentals, fees and charges in connection with the operation of its Air Transportation business (as hereinafter defined); and

WHEREAS, the Agreement authorized Airline to conduct its Air Transportation business, or any part thereof, at the Airport by and through another Air Transportation company or contractor; and

WHEREAS, Airline and Affiliate are parties to a certain aircraft lease, code-sharing, affiliation and/or other agreements (collectively "Operating Agreements"), under which Affiliate

operates flying services for Airline into and out of the Airport as _____ Airlines, Inc.;
and

WHEREAS, under the Operating Agreements, Affiliate provides flying services on behalf of Airline transporting persons, property, cargo, and mail on behalf of Airline to and from the Airport, and Airline provides ground services and facilities to handle Affiliate's aircraft and load and unload Airline's passenger, baggage, cargo and mail through Airline's Leased Premises under the Agreement, including, but not limited to, Airline's ticketing, apron areas, cargo apron areas, loading bridges, passenger holdrooms, and use in common with other airlines of the joint use space and baggage handling system; and

WHEREAS, Affiliate does not currently have an agreement with City for the use and occupancy of facilities at the Airport which authorizes it to independently operate into and out of the Airport; and

WHEREAS, Airline has designated Affiliate, pursuant to the terms of the Agreement, as an affiliate or affiliated airline, in order to enable Affiliate to operate flying services for and on behalf of Airline at the Airport; and

WHEREAS, Airline has requested City to issue this Permit to Affiliate to recognize its right to use the Airport to conduct flying services for and on behalf of Airline pursuant to the Agreement;

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

ARTICLE 1. ARTICLE 1--DEFINITIONS

Section 1.01 DEFINITIONS

The words and phrases defined in this section shall have the following meanings when used elsewhere in this Permit.

“Affiliate” shall mean the entity that is identified as “Affiliate” in the first paragraph of this Permit and has been designated by Airline in this Permit to provide flying services to and from the Airport on behalf of Airline.

“Airline” shall mean the entity that has executed an Agreement and is identified as “Airline” in the first paragraph of this Permit.

“Agreement” shall mean the Airline Operating Agreement and Terminal Building Lease between City and Airline, as the same may be amended, modified or altered from time to time pursuant to the terms thereof.

"Air Transportation" means the carriage of persons, property, cargo and mail by aircraft.

"Bond Resolution" means Resolution No. 59-88, adopted September 8, 1988, as it may be amended or supplemented from time to time, or any other Resolution of City regulating or authorizing issuance of Bonds, as amended or supplemented from time to time, other than Special Purpose Facility Bonds, payable from Airport Revenue.

“Director” shall mean the Airport Director, being the person currently authorized by the Mayor to exercise functions with respect to the rights and obligations of City under this Permit, or such other person or persons authorized by the Mayor from time to time to exercise functions with respect to the rights and obligations of City under this Permit. The term also includes any person expressly designated from time to time by the Director or the Mayor to exercise functions with respect to the rights and obligations of the Director under this Permit.

“Environmental Laws” shall mean, collectively, all federal, state, water management district, and local environmental, land use, occupational safety, and health laws, rules, regulations, and ordinances, and common law, applicable to City, the Airport, the Leased Premises, or Airline, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions.

“FAA” means the Federal Aviation Administration of the U.S. Government, or any federal agencies succeeding to its jurisdiction.

“Hazardous Substances” shall mean any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are regulated by Environmental Laws.

“Leased Premises” shall mean the Leased Premises (as defined in the Agreement) leased by City to Airline pursuant to the Agreement.

“Mayor” shall mean the elected officer serving as the Chief Executive of the City of Pensacola, Florida, pursuant to its charter.

“Passenger Facility Charges” or “PFCs” shall mean those charges due and payable to City pursuant to the authority granted by 49 U.S.C. Section 40117 and 14 Code of Federal Regulations (CFR) Part 158, as amended from time to time, in respect of any component of the Airport and interest earnings thereon, net of amounts that collecting air carriers are entitled to retain for collecting, handling, and remitting such PFC revenues.

“Rules and Regulations” mean those lawful and reasonable rules and regulations promulgated by City or the Director for the orderly use of the Airport or its facilities by both the airlines and other Airport tenants and users utilizing same pursuant to an agreement with City, as same may be amended, modified, or supplemented from time to time.

“Signatory Airlines” shall mean Airline and those airlines providing Air Transportation to and from the Airport that have executed agreements with City substantially similar to the Agreement covering such airline’s use and occupancy of facilities at the Airport.

All defined terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Section 1.02 CROSS REFERENCES

References in the text of this Permit to articles or sections pertain to articles or sections of this Permit, unless otherwise specified.

END OF ARTICLE

ARTICLE 2. TERM AND AMENDMENT

Section 2.01 TERM

This Permit shall become effective at 12:01 AM on _____, 201__ and shall continue on a month to month basis until canceled at any time and for any reason in writing by a party to this Permit upon thirty (30) days' prior written notice, or upon such longer period as may be provided in such notice.

This Permit shall automatically terminate:

1. Upon termination of the Agreement, or
2. Upon termination of the Operating Agreement between Affiliate and Airline providing for services for and on behalf of Airline at the Airport.

Termination shall not relieve Airline or Affiliate from any obligation that accrued hereunder prior to termination.

Section 2.02 AMENDMENT

This Permit may be amended unilaterally by City, from time to time, upon provision of thirty (30) days' prior written notice to Airline and Affiliate.

END OF ARTICLE

ARTICLE 3. AFFILIATE'S AUTHORITY TO OPERATE

Section 3.01 AIRLINE DESIGNATION OF AFFILIATE

Airline and Affiliate hereby acknowledge and agree that pursuant to and in accordance with the Operating Agreements and pursuant to Article 5 of the Agreement that Affiliate is the duly designated "Affiliate" of Airline as the term "Affiliate" is defined in the Agreement and that Airline has authorized Affiliate to perform certain "flying services for and on behalf of Airline at, to and from the Airport.

Section 3.02 AFFILIATE AIRPORT USE AUTHORIZATION

The City hereby acknowledges and agrees that pursuant to and in accordance with Article 5 of the Agreement and this Permit, Affiliate is hereby granted, during the term of this Permit, the right to use the Airport to provide flying services for and on behalf of Airline at, to and from the Airport. The Affiliate's right to use the Airport are the same as and do not exceed Airline's right to use the Airport.

Section 3.03 AGREEMENT DEFINES RIGHTS

The Agreement defines and controls both Airline's and Affiliate's rights to use the Airport and occupy Airport facilities. In the event of a conflict between the Agreement and this Permit, the Agreement shall control. Further, as between City and Airline, nothing in this Permit shall operate or be construed to alter or amend any of the terms or provisions of the Agreement or to relieve City or Airline from any of their respective obligations to each other under the Agreement.

Section 3.04 OBLIGATIONS COMPLIANCE

The Affiliate hereby acknowledges and agrees that with respect to its flying services for and on behalf of Airline authorized by the Operating Agreements, it shall observe, perform and comply with each and every obligation of Airline under its Agreement with City that is or may become applicable to Affiliate's flying services and Affiliate's operations at and use of the Airport as if Affiliate were

Airline performing said flying services. Affiliate acknowledges and agrees that it has received a copy of Airline's Agreement with City, it has read and reviewed the terms and conditions of said Agreement, and hereby agrees that the terms and conditions of said Agreement as applicable to Affiliate's flying services performed for and on behalf of Airline, and its operations at and use of the Airport are hereby incorporated by reference as obligations of Affiliate to City pursuant to this Permit.

END OF ARTICLE

ARTICLE 4. RESPONSIBILITIES OF AIRLINE AND AFFILIATE

Section 4.01 AFFILIATE OPERATIONS

All landings of aircraft, landed weights, and passengers associated with Affiliate's operations for and on behalf of Airline shall be attributable to and reported by Airline in accordance with the Agreement. Airline shall separately and independently report Airline's and Affiliate's operations for and on behalf of Airline to City monthly in accordance with the Agreement.

Section 4.02 RENTS, FEE, AND CHARGES

The same rates, fees and charges applicable to Airline's operations shall apply to Affiliate's operations for and on behalf of Airline.

Section 4.03 RENTS, FEE, AND CHARGES PAYMENT

Payment of rents, fees and charges associated with Affiliate's operations and activities at the Airport on behalf of Airline shall be made by Airline in accordance with and pursuant to the applicable provisions of the Agreement. As between City and Airline, Airline shall be responsible for the payment of all rents, fees, and charges related to both its operations and activities at the Airport and those of Affiliate for and on behalf of Airline before, during, and after the term of this Agreement.

If City allows Affiliate to pay such rents, fees, and charges in whole or in part separately to City, Airline shall, as between City and the Airline, remain liable for all unpaid rents, fees and charges incurred by Affiliate prior to and after any termination of this Permit so long as Affiliate is performing operations and activities at the Airport for and on behalf of Airline.

Notwithstanding the above, should the Affiliate continue to operate at the Airport as an affiliate of Airline after the termination of this Permit and if City allows the Affiliate to pay such rents, fees, and charges in whole or in part separately to City, Airline shall, as between City and the Airline, remain liable for all unpaid rents, fees and charges incurred by Affiliate after such termination so long as Affiliate is performing operations and activities at the Airport for and on behalf of Airline.

Notwithstanding the payment obligations set forth above and for purposes of this Permit only with respect to the Airline and Affiliate's obligations to City (and without affecting Airlines and Affiliate's rights and obligations to each other under the Operating Agreements to which the Airline and Affiliate are parties), Airline and Affiliate shall be jointly and severally liable for the payment of all rents, fees and charges associated with Affiliate's operations and activities at the Airport for and on behalf of Airline.

Affiliate and Airline agree that City may seek collection of the rents, fees, and charges from either Affiliate or Airline without the necessity of first proceeding against the other. Affiliate and Airline hereby waive any right to require City to exercise any right or remedy against the other party prior to seeking collection against either Airline or Affiliate, as applicable.

Section 4.04 PERFORMANCE GUARANTEE

In accordance with the Agreement, the rents, fees, and charges attributable to Affiliate's operations at the Airport will be included in the calculation of the Airline's Performance Guarantee requirement.

Section 4.05 PASSENGER FACILITY CHARGES

Airline and Affiliate shall be jointly and severally liable for the collection and remittance to City of all PFCs payable with respect to Affiliate's operations at and use of the Airport on behalf of Airline. If Airline does not collect and promptly remit PFCs to City, Affiliate shall faithfully collect and promptly remit to City not less than monthly (without notice or demand by City and in accordance with 14 CFR 158 Passenger Facility Charges as this regulation may be amended from time to time) the proceeds of City's Passenger Facility Charge and shall punctually file quarterly reports in accordance with 49 U.S. C. 40177 and the requirements of 14 CFR 158, so long as City has an approved Passenger Facility Charge in effect. If Affiliate collects the PFCs, Affiliate shall keep and maintain all of City's Passenger Facility Charges in a separate account used solely for such purpose and shall not commingle the proceeds of City's Passenger Facility Charges with any other monies or funds of Affiliate or any other person or entity. The Passenger Facility Charges shall at all times be

the sole and separate property of City, and all Passenger Facility Charges collected by Affiliate shall be held in trust by Affiliate for the sole use and benefit of City until remitted to City. In no event shall the Passenger Facility Charges constitute property of the estate under 11 U.S.C. Section 541 in the event of the filing of a petition in bankruptcy by or against Airline, Affiliate or any other person or entity.

END OF ARTICLE

ARTICLE 5. SUBORDINATION TO BOND RESOLUTION

This Permit and the terms hereof, and all rights of Airline and Affiliate hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by City to secure Airport Bonds or other types of financing. This Permit is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution, other types of financing documents authorizing the issuance of Airport Bonds and other forms of debt by City.

ARTICLE 6. AFFILIATE INSURANCE

By use and occupancy of Airport premises, Airline and Affiliate understand and agree that at all times during the Term, Airline and Affiliate shall, at their sole expense and in a manner acceptable to City, purchase and maintain or caused to be maintained in force the following insurance coverages:

1. Aircraft Airline Liability insurance including Aircraft Liability and broad form

Commercial General Liability insurance, including, but not limited to, coverage for death, bodily injury, personal injury, property damage, products/completed operations liability, independent contractors, premises liability, premises operations, damage to Leased Premises, loss of use and contractual liability, with a liability limit of not less than One Hundred Fifty Million Dollars (\$150,000,000.00) combined single limit per occurrence and in the aggregate, on an occurrence form policy. Said limit shall be reduced to One Hundred Million Dollars (\$100,000,000.00) where the maximum seating capacity on the largest aircraft operated at the Airport by Airline or Affiliate is between 99 and 60. Said limit shall be reduced to Fifty Million Dollars (\$50,000,000.00) where the maximum seating capacity on the largest aircraft operated at the Airport by Airline or Affiliate is 59 or less. With respect to coverage for products/completed operations and personal injury, except with respect to passengers, a sublimit of not less than Twenty-Five Million Dollars (\$25,000,000.00) per occurrence and in the annual aggregate, shall be permitted with the approval of the Director. Said aircraft liability shall be applicable to owned, non-owned, and hired aircraft. Fire Legal Liability shall be endorsed on the policy with a minimum limit of \$100,000 per occurrence.

2. Automobile liability insurance (any automobile) with combined single limit for bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all owned, non-owned, and hired vehicles operated by or on behalf of Airline or Affiliate at the Airport, including any additional or replacement vehicles.
3. Liquor liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00) per occurrence.
4. Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) each common cause. Airline and Affiliate shall likewise maintain workers' compensation insurance or evidence of self-insurance, in accordance with the laws of the State of Florida, covering all of its employees who may from time to time be at the Airport in such capacity. Airline and Affiliate shall require each of its agents, licensees, contractors, subcontractors, and suppliers to maintain such workers' compensation insurance covering their employees coming on Airport premises in connection with Airline and Affiliate's operations. The workers' compensation policy(s) required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, agents, elected and appointed officials, representatives, and employees. Upon request by the Director, Airline and Affiliate shall furnish the Director with evidence of such workers' compensation insurance in a form acceptable to City.
5. Pollution legal liability for transporting or handling hazardous materials or regulated substances and environmental impairment liability coverage of \$2,000,000 per occurrence, with an annual aggregate of not less than \$4,000,000. This coverage may be self-insured by Airline and Affiliate upon reasonably satisfactory evidence of Airline and Affiliate's financial ability to self-insure, if requested by City.
6. Liability coverage for acts of war, civil war, terrorism and insurrection of \$100,000.00 per occurrence, with an annual aggregate of not less than \$100,000.00.

All liability insurance policies, except employer's liability shall provide coverage that includes, or has the same substantive effect as, the following wording:

1. "City of Pensacola and each of its departments, divisions, enterprises, officers, representatives, agents, elected and appointed representatives, volunteers, and employees, in their respective capacities as such, shall be additional insureds hereunder with respect to the products, premises, and operations of the named insured to the full limits of liability required by this Permit.
2. "Airline and Affiliate's insurance shall be primary insurance and non-contributory with respect to all other available sources."
3. "This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) days' advance written notice has been given to City of Pensacola except that only seven (7) days' notice of cancellation of war risk coverage and only ten (10) days' notice of cancellation due to non-payment of premium or non-renewal shall be required."

Required insurance shall be evidenced by Certificates of Insurance. Each such Certificate of Insurance shall be on the appropriate ACORD form or its substantial equivalent. The "Certificate Holder" address shall read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Airport Director, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

At least ten (10) calendar days prior to the Effective Date of this Permit, Airline and Affiliate shall furnish the Director with Certificates of Insurance for all insurance policies required hereunder and copies of all insurance endorsements. Thereafter, current Certificates of Insurance and copies of endorsements shall be provided promptly upon the Director's request from time to time, but in no event less than annually. Further, at least three (3) business days prior to the expiration of any then-current policy of insurance, Airline and Affiliate shall deliver to City a current Certificate of Insurance showing that such insurance coverage has been renewed, and at least three (3) business days prior to the date of cancellation or reduction of coverage, as received in a written notice from the insurer, Airline and Affiliate shall deliver to the Director a current Certificate of Insurance showing reinstatement or other provision for the required insurance. In addition, upon any change in

any insurance policy coverage or endorsement which adversely affects the requirements of this Permit, shall promptly deliver to the Director revised Certificates of Insurance and a copy of each such changed endorsement.

In addition to the foregoing, at least ten (10) calendar days prior to the Effective Date of this Permit and annually thereafter upon each anniversary of such Effective Date, Airline and Affiliate shall furnish to the Director the written, signed opinion of Airline and Affiliate's independent insurance broker(s) confirming that such broker(s) has reviewed (i) Affiliate's insurance policies and endorsements and (ii) Airline and Affiliate's insurance obligations under this Permit and that Airline and Affiliate are in compliance with their insurance obligations under this Permit.

Further, upon the Director's written requests from time to time, Airline and Affiliate shall allow City's representatives to inspect, in the presence of Airline and Affiliate's representatives, the complete originals of all insurance policies, including but not limited to declaration pages and endorsements, pertaining to the coverages required to be maintained by Airline and Affiliate pursuant to this Permit. Airline and Affiliate shall allow City's representatives to inspect such insurance documents at Airline's corporate office located closest to Pensacola, Florida, within ten (10) business days after the Director's written request for such inspection.

During the Term, the insurance coverages and/or the minimum limits of the insurance herein required may become inadequate, as reasonably determined by City. Accordingly, City hereby reserves the right to review all coverages and limits and to require adjustments, changes and additions to commercially reasonable and commercially available levels to be effective on the next policy renewal date after City provides at least ninety (90) days prior written notice to make such adjustments, changes or additions.

Precaution shall be exercised at all times by Affiliate for the protection of all persons, including employees, and property. Affiliate shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures shall reasonably be expected.

If, at any time, Affiliate fails to obtain or maintain in force the insurance required by this Section, the Director may immediately suspend Affiliate's use of Airport space and Affiliate's operations and activities in regard to the Airport until the required insurance is provided.

END OF ARTICLE

ARTICLE 7. INDEMNIFICATION

Section 7.01 COMPREHENSIVE INDEMNIFICATION

Affiliate shall INDEMNIFY, DEFEND and HOLD HARMLESS City and its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, officers, employees, volunteers, agents and representatives, individually and collectively, from and against any and all costs (including, but not limited to, costs of investigation, reasonable attorneys' fees, court costs, and expert fees), claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature, including but not limited to personal or bodily injury, death and property damage, including loss of use thereof, directly or indirectly arising out of, resulting from or related to Affiliate's use of the Airport, or Affiliate's activities in, on or about the Airport or the Leased Premises, or any operation or activity of Affiliate upon the Airport, or in connection with its use of the Leased Premises, including but not limited to any acts or omissions of Affiliate, any agent, officer, director, representative, employee, consultant or subcontractor of Affiliate, or their respective officers, agents, employees, directors or representatives, all without City waiving any governmental immunity available to City under Florida law and without waiving any defenses of the parties under Florida law.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Affiliate shall promptly advise City in writing of any claim or demand against City or Affiliate known to Affiliate related to or arising out of Affiliate's activities under this Permit and shall see to the investigation and defense of such claim or demand at Affiliate's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Affiliate of any of its obligations under this Section 7.01.

It is the express intent of the parties to this Permit, that the indemnity provided for in this Article, shall extend to and include the Affiliate's obligation to indemnify, protect, defend and hold harmless City from the consequences of City's own negligence; provided however, that the indemnity provided for in this Article with respect to City's own negligence shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no

application when the negligent act of City is the sole cause of the resultant injury, death or damage. Notwithstanding anything in this Article to the contrary, the indemnity liability of Affiliate for City's own negligence, inclusive of all defense costs expended solely for City's defense by reason of City's own negligence, under this Article and shall not exceed \$1,000,000 per occurrence. Nothing herein shall require Affiliate to indemnify City from the gross negligence or willful misconduct of City or any of its employees, officers, agents, or subcontractors.

Affiliate further agrees, upon City's request, to defend, at Affiliate's own expense and on behalf of City and in the name of City, and by and through legal counsel reasonably acceptable to City, any claim, proceeding or litigation, at each and all of administrative, trial and appellate levels, brought against City and/or any other person or party indemnified under this Article in connection with any claim, cause of action, liability, injury, death, damage or other matter that is subject to Affiliate's indemnity obligation under this Article

Section 7.02 49 CFR PART 1542 AIRPORT SECURITY INDEMNIFICATION

In furtherance of the provisions of Section 7.01 above and not in limitation thereof, Affiliate understands and agrees that it shall fully indemnify, defend, and hold harmless City, its divisions, departments, enterprises, subsidiaries, affiliates, elected and appointed officials, representatives, officers, agents, volunteers, and employees from and against all penalties, fines, and demands of any kind (including, but not limited to, costs of investigation, reasonable attorney fees, court costs, and expert fees) arising out of Affiliate's acts or omissions resulting in alleged violations of 49 CFR Part 1542 Airport Security or any successor regulations related to airport security.

Section 7.03 SOVEREIGN IMMUNITY.

Nothing in this Article or elsewhere in this Permit shall in any way constitute or be construed as a waiver, in whole or in part, of City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

Further, nothing in this Article or elsewhere in this Permit shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against City.

END OF ARTICLE

ARTICLE 8. ENVIRONMENTAL COVENANTS

Section 8.01 COMPLIANCE WITH ENVIRONMENTAL LAWS

Affiliate shall at all times abide by all Environmental Laws applicable to Affiliate's operations at and use of the Airport. Prior to the Effective Date of this Permit, Affiliate shall identify in writing to the Director and the Airport Fire Department all Hazardous Substances (with the exception of any small quantities of household chemicals Affiliate uses for general office purposes) that are used or stored or that Affiliate expects to use or store in or on the Leased Premises. This list shall be updated by Affiliate in March of each year and shall include the quantities used or stored in or on the Leased Premises. City shall have the right to inspect the Leased Premises at any reasonable time, upon prior written notice to Affiliate to ensure compliance with Environmental Laws and the provisions of this Article.

Affiliate shall not allow the disposal or discharge, whether accidental or intentional, of Hazardous Substances on the Leased Premises or other Airport property.

Affiliate shall comply with the Airport's Spill Prevention, Control, and Countermeasure Plan ("SPCC") and all future amendments thereto and the Airport's Storm Water Pollution Prevention Plan ("SWPPP") and all future amendments thereto.

The Triturator Facility is an Airport facility built specifically to grind aircraft lavatory waste prior to entry of such waste into the sanitary sewer system. Affiliate is authorized to dispose of aircraft lavatory waste that has been processed in the Triturator Facility to the sanitary sewer system. Prior to any other waste disposal including waste disposal in contravention of this Section or which could have a corrosive or degrading effect on the Triturator Facility, Airline is required to obtain prior written approval of the Director and a waste water pre-treatment permit if such is necessary or required by any environmental regulatory authority or any Environmental Law. The written approval of the Director shall not relieve Airline of full responsibility and liability for the disposal of any waste materials or products. The Director may withhold approval for any reason under this provision.

In the event City identifies the presence of Hazardous Substances on the Leased Premises in violation of applicable Environmental Law that (a) did not exist prior to Affiliate's occupation of the Leased Premises, (b) is the result of Affiliate's use of the Leased Premises, and (c) requires assessment or remediation, City shall perform such assessment or remediation at Affiliate's sole cost and expense, provided that City has given Affiliate at least thirty (30) days' prior written notice and opportunity to object or perform the requested work itself. If City performs the assessment and/or remediation, Affiliate shall pay or reimburse to City the reasonable cost of such assessment or remediation, plus an administrative fee of fifteen percent (15%) of such cost, promptly upon demand. Notwithstanding the foregoing, the provisions of this paragraph shall not be construed or operate to alter in any way Affiliate's obligations under Environmental Laws, including but not limited to Affiliate's reporting obligations under Airport's SPCC and SWPPP, or under any other provision of this Permit, including without limitation Section 8.02 below.

Section 8.02 ENVIRONMENTAL REPORTS

Within fifteen (15) days of receipt by Affiliate or within fifteen (15) days prior to any response that is due from City, whichever is shorter, Affiliate shall provide to the Director complete copies of all environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to Affiliate by any environmental regulatory authority related to the Leased Premises. Within fifteen (15) days of receipt by City or within fifteen (15) days prior to any response that is due from Affiliate, whichever is shorter, the Director shall provide to Affiliate, on an ongoing basis and as updates are required, copies of all City environmental permits and reports related to the Leased Premises and all notices, orders, decrees, citations, and inspection reports issued to City by environmental regulatory authorities related to the Leased Premises.

Section 8.03 SURVIVAL OF OBLIGATIONS

The obligations of this Article 8 shall survive the expiration, termination, or assignment of this Permit.

ARTICLE 9. COMPLIANCE WITH LAW AND NONDISCRIMINATION

Section 9.01 RULES AND REGULATIONS

City, in its governmental capacity, and/or the Director have adopted, and may from time to time modify, amend and adopt, and will enforce Rules and Regulations with respect to the occupancy and use of the Airport, its services, and facilities by persons, vehicles, aircraft, and equipment that in the opinion of City or the Director will reasonably ensure the safe, efficient, and economically practicable operation of the Airport and provide for the safety and convenience of those using the Airport.

The Director may promulgate, adopt, modify, amend and enforce the Rules and Regulations from time to time in furtherance of said purposes and/or that the Director deems are necessary to implement the intent and terms of this Permit. All such Rules and Regulations, promulgated through the Director's authority but without governmental action or mandate, shall be reasonable and not unjustly discriminatory, shall be enforced in a reasonable and not unjustly discriminatory manner and shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State agency, which is binding in law on Airline, Affiliate or City, as the same now are or may from time to time be amended or supplemented nor inconsistent with the reasonable exercise by Airline of any right or privilege granted under this Permit. City shall provide Airline and Affiliate with reasonable notice prior to adoption of any new or amended Rules or Regulations in order to provide Airline and Affiliate with the opportunity to comment on same prior to adoption. Airline or Affiliate, upon written request to the Director, shall be furnished (at the notice address provided herein and to Airline's on-Airport manager) a current copy of the Rules and Regulations and any amendments thereto.

Airline and Affiliate agree to observe and obey all Rules and Regulations as are currently in place and as may be reasonably established from time to time, and to require their respective officers, agents, employees, contractors, and suppliers to observe and obey the same. It shall be a violation of this Permit for Airline or Affiliate, or any of their officers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers to violate, or to cause another person

to violate, any Rule or Regulation. Airline and Affiliate shall make reasonable efforts to cause their passengers, guests, and invitees to comply with the Rules and Regulations.

City reserves the right to deny access to the Airport or its facilities to any person, firm, corporation or entity that fails or refuses to obey and comply with the Rules and Regulations.

Section 9.02 NO ILLEGAL PURPOSE

Affiliate shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees, for any illegal purposes.

Section 9.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

At all times during the Term of this Permit, Affiliate shall, in connection with its activities and operations at the Airport:

1. Comply with and conform to all applicable present and future statutes and ordinances, codes and regulations promulgated thereunder, of all federal, State, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Affiliate or Affiliate's operations and activities under this Permit. Affiliate shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated there under that may be made applicable as a result of construction activities conducted by Affiliate.
2. Make, at its own expense, all non-structural improvements, repairs, and alterations to Airline's Exclusive Use Space used or occupied by Affiliate and to Affiliate's equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, codes or regulations. Affiliate shall secure the written approval of the Director before proceeding to make any improvements, repairs or alterations under this paragraph.

Section 9.04 NONDISCRIMINATION

As a condition of the use of Airport services and facilities, Affiliate shall be subject to the following:

1. In the event facilities are constructed, maintained, or otherwise operated on the space assigned to Affiliate for a purpose for which a U.S. Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Affiliate shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, USDOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.
2. No person shall be excluded by Affiliate from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to Affiliate on the grounds of race, creed, color, national origin, sex, handicap, or religion.
3. No person shall be excluded by Affiliate from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the space assigned to Affiliate, or the furnishing of services thereon, on the grounds of race, creed, color, national origin, sex, handicap or religion.
4. Affiliate shall use the premises assigned to it in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

Affiliate shall insert the substance of the provisions of these paragraphs on nondiscrimination in any lease, agreement, or contract by which Affiliate grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the space assigned to it at the Airport.

Section 9.05 BREACH OF NONDISCRIMINATION

In the event of a breach of any of the nondiscrimination covenants set forth above, City shall have the right to terminate Affiliate's right to use Airport services and facilities and to re-enter and repossess the space and the facilities thereon that had been assigned to Affiliate, and hold the same as if such assignment had never been made, subject to Airline's rights under the Agreement. This provision regarding the termination of Affiliate's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights, by either Affiliate or City.

Section 9.06 FAIR AND EQUAL FURNISHING OF SERVICES

As a condition of the use of Airport services and facilities, Affiliate shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this paragraph, City may terminate Affiliate's right to use Airport services and facilities.

Section 9.07 AFFIRMATIVE ACTION PROGRAM

As a condition of the use of Airport services and facilities, Affiliate shall undertake an affirmative action program as required by FAA regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart E. Affiliate shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Affiliate shall require that its covered suborganizations provide assurances to Affiliate that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

Section 9.08 MINORITY BUSINESS ENTERPRISE

As a condition of its use of Airport services and facilities, Affiliate shall comply with the requirements of Title 49 of the Code of Federal Regulations, Part 23, and entitled "Participation by Minority Business Enterprise in Department of Transportation Programs" as this Part may be amended from time to time.

Section 9.09 RIGHTS OF FEDERAL GOVERNMENT

Any use of Airport services and facilities by Affiliate shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

Section 9.10 SUBORDINATION OF PERMIT

The use of Airport services and facilities by Affiliate, pursuant to this Permit, is subordinated to City's existing and future obligations and agreements with or to the federal government including, but not limited to, federal grant assurances.

Section 9.11 NON-WAIVER

Nothing contained in this Permit is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Rules and Regulations.

Section 9.12 SURVIVAL OF OBLIGATIONS

The obligations of this Article 9 shall survive the expiration, termination, or assignment of this Permit.

END OF ARTICLE

ARTICLE 10. MISCELLANEOUS

Section 10.01 ACKNOWLEDGMENT

The parties hereto acknowledge that they have thoroughly read this Permit, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations hereunder. The parties further acknowledge that this Permit is the result of extensive negotiations between the parties and shall not be construed against City by reason of the preparation of this Permit by City.

Section 10.02 AIRPORT ACCESS LICENSE/PERMIT

City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport operational areas.

Section 10.03 AMENDMENTS

Except as provided in Section 2.02, this Permit may not be amended in whole or in part without the written consents of all parties.

Section 10.04 ASSIGNMENT NOT PERMITTED

This Permit may not be assigned, in whole or in part, by Affiliate or Airline.

Section 10.05 ATTORNEYS' FEES

In the event of a dispute arising under this Permit, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred without a lawsuit having been filed or incurred before suit, during suit or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due it. The reasonable costs to which a prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs reasonably incurred by the prevailing party.

Section 10.06 AUTHORITY OF DIRECTOR

The Charter of the City of Pensacola provides that the Mayor shall serve as the City's Chief Executive Officer. Upon approval by the City Council of the Agreement, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of the City which are created by, referenced or expressly or implicitly contained in this Permit. The Mayor may, in his discretion, enforce and perform the rights and obligations of the City through such designees as he may select and identify to the signatories herein, and until such notice to the contrary has been provided, the Mayor hereby designates the Airport Director as his designee, unless provided otherwise or required by law.

Section 10.07 CAPACITY TO EXECUTE

Each of the parties hereto warrants and represents that the execution and delivery of this Permit by the undersigned representatives has been duly authorized by all necessary corporate or municipal action, as applicable.

Section 10.08 CITY NOT LIABLE

City shall not be under any duty or obligation to the Affiliate to repair or maintain the Leased Premises, or any portion thereof, or any facilities or equipment constructed thereon; provided that, as between City and Airline, nothing in this Section shall relieve City of any of its obligations under the Agreement. The City shall not be responsible or liable to the Airline or Affiliate for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by the Airline or Affiliate resulting from failure of any water supply, heat, air conditioning, electrical power, or sewage or drainage facility, or caused by the natural physical conditions on the Airports, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of City,

Section 10.09 COMPLIANCE BY OTHER TENANTS.

City shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Rules and Regulations; however, City shall not be liable to the Affiliate for any violation or non-observance of such Rules and Regulations by any user, tenant, concessionaire, other Air

Transportation company, invitee, licensee, or trespasser at the Airport nor shall such violation or non-observance by a user, tenant, concessionaire, other Air Transportation company, invitee, licensee, or trespasser at the Airport, constitute a waiver of the Affiliate's obligation to comply with the Rules and Regulations.

Section 10.10 COMPLIANCE WITH FAR PART 77

Affiliate agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

Section 10.11 DELIVERY OF NOTICES

Any notice required or permitted by this Permit shall be in writing and served personally or sent by registered or certified mail (return receipt requested), postage prepaid, or by a nationally recognized courier service such as FedEx, or UPS. Any notice sent pursuant to this paragraph shall be deemed to have been received by the addressee on the earlier of (i) actual receipt or (ii) five (5)-business days after deposit of it in the U. S. mail or such courier service, as the case may be.

Notices to City shall be addressed to:

CITY OF PENSACOLA
Airport Director
Pensacola International Airport
2430 Airport Blvd., Ste. 225
Pensacola FL 32504

With copy to:

CITY OF PENSACOLA
City Administrator
222 W. Main Street
Pensacola, Florida 32502

Notices to Airline shall be addressed to:

Telephone: () _____

Telecopier: () _____

Notices to Affiliate shall be addressed to:

Telephone: () _____

Telecopier: () _____

Section 10.12 EMPLOYEES OF AFFILIATE

Affiliate shall require all of its employees and subcontractors and independent contractors hired by Affiliate working in view of the public and about the Terminal Building to wear clean and neat attire (as appropriate to the job duties performed) and to display appropriate identification. Affiliate's employees shall obtain identification badges from the Director. Affiliate, or its employees, shall be responsible for paying the cost of Transportation Security Administration required employee background checks and badging.

Section 10.13 ENERGY CONSERVATION

Affiliate shall comply with the Rules and Regulations pertaining to energy conservation and management to the extent that such Rules and Regulations do not unreasonably infringe on the rights and privileges granted herein or place an undue financial or administrative burden on Affiliate.

Section 10.14 ENTIRE AGREEMENT

This Permit and the Agreement constitute the entire agreement and understanding of the parties with respect to Affiliate's operations at and use of the Airport for and on behalf of Airline and may not be

changed, modified, discharged, or extended except by written instrument duly executed by City, Affiliate and Airline. This Permit and the Agreement supersede all prior agreements and understandings, written and oral, expressed or implied, between or among City, Affiliate and Airline with respect to Affiliate's operations at and use of the Airport for and on behalf of Airline. Airline and Affiliate agree that no representations or grant of rights or privileges shall be binding upon City unless expressed in writing in this Permit or in the Agreement.

Section 10.15 EXCLUSIVENESS OF AIRLINE'S OR AFFILIATE'S RIGHTS

Nothing herein contained shall be deemed to grant to Airline or Affiliate any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline and Affiliate shall have the right to exclusive possession of the Exclusive Use Space leased to Airline under the provisions of the Agreement.

Section 10.16 GOVERNING LAW

The laws of the State of Florida shall govern this Permit and all disputes arising hereunder, with venue in a federal or state court in Escambia County, Florida.

Section 10.17 HEADINGS

The headings of the Articles and paragraphs of this Permit are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Permit and shall not be construed to affect in any manner the terms and provisions of this Permit or of its interpretation.

Section 10.18 HOLDING OVER

If Affiliate remains in possession of the Leased Premises after the expiration of this Permit without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Permit, but shall create only a tenancy at sufferance that may be terminated at any time by City. Such holding over shall otherwise be under the same terms and conditions as set forth in this Permit.

Section 10.19 LICENSES, FEES, AND PERMITS

Affiliate shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, State, or local laws and regulations insofar as they are necessary to comply with the requirements of this Permit and the privileges extended hereunder.

Section 10.20 NOTICE OR CONSENT

Any notice, consent or approval required herein to be obtained from or given by City (or the Director) may be given by the Director unless otherwise provided. Consent or approval of City, Affiliate or Airline when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 10.21 PAYMENT OF TAXES

Affiliate shall pay all taxes and assessments that may be levied upon, assessed, or charged Affiliate on its operation and property located on the Airport by the State of Florida or any of its political subdivisions or municipal corporations, and shall obtain and pay for all licenses and permits required by law.

Section 10.22 PUBLIC RECORDS LAWS

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Affiliate shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Affiliate. Notwithstanding any contrary provision in this Permit, any failure by Affiliate to comply with the Florida Public Records Law, if and to the extent that it is applicable to Affiliate, that continues for seven (7) days after written notice from City may, in City's sole discretion, result in immediate termination of this Permit.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS P, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY
ATTORNEY, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502;
PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715.**

Section 10.23 REMOVAL OF DISABLED AIRCRAFT

Affiliate shall promptly remove any of its disabled aircraft (when released by appropriate federal authority) from any part of the Airport, including runways and taxiways, and place such disabled aircraft in such storage areas as may be designated by City. Affiliate may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by City.

If Affiliate fails to remove any of its disabled aircraft promptly, City may, but shall not be obligated to, cause the removal of such disabled aircraft. Affiliate agrees to reimburse City for all costs of such removal, and Airline further hereby releases City from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by City.

Section 10.24 SUBORDINATION TO AGREEMENTS WITH THE U.S. GOVERNMENT

This Permit is subject and subordinate to the provisions of any agreements heretofore or hereafter made between City and the United States relative to the operation or maintenance of the Airport, the execution of which agreement has been required as a condition precedent to the transfer of federal rights or property to City for Airport Purposes, or to the expenditure of federal funds for the improvement 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 Aviation Act of 1958, the Federal Aid to Airports Act, the Airport and Airway Development Act of 1970, and the Airport and Airway Improvement Act of 1982, as such acts have been amended from time to time.

In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications or changes to this Permit, Airline and Affiliate agree to consent to such reasonable amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable City

to obtain such grant of funds, provided that in no event shall such changes materially impair the rights of Affiliate hereunder.

Section 10.25 TRIAL BY JURY

The parties to this Permit desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors, heirs and permitted assigns, that they shall and hereby do waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by a party against another party arising out of or in any way connected with this Permit and/or the relationship which arises hereunder. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by all parties, and is in the best interest of all parties.

Section 10.26 TIME IS OF THE ESSENCE

The parties hereto agree that time is of the essence in this Permit.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Permit as of the day and year first above written, intending themselves to be legally bound hereby.

CITY OF PENSACOLA

By: _____

Daniel E. Flynn, Airport Director
Pensacola International Airport

REQUESTING AIRLINE:

_____ AIRLINE, INC.

ATTEST:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

AFFILIATE AIRLINE:

_____ AIRLINE, INC.

ATTEST:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-74

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-74 - FINAL AMENDMENT TO THE FISCAL YEAR 2017 BUDGET

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In order to maintain a balanced budget, supplemental budget resolutions need to be approved by City Council during the course of a fiscal year. In September 2017 City Council approved a supplemental budget resolution, however at that time the final revenues and expenditures were unknown. According to Florida Statute 166.241 the governing body of a municipality may, within up to 60 days following the end of the fiscal year, amend a budget for that year. The attached resolution includes final budget adjustments for Fiscal Year 2017 that require Council action.

General Fund related budget adjustments include increases and decreases in estimated revenue from various sources which results in a net decrease in estimated revenue of \$139,620. City Council General Fund Reserves will be increased by \$850,000.

The increase in Other Grants and Aids within the Saenger Theatre is due to the greater than anticipated Facility Fee revenue. The transfer to the Stormwater Capital Projects Fund was increased as a result of increased revenues within the Stormwater Utility Fund.

Revenues within the Tree Planting Trust Fund have been adjusted in accordance with actual revenues received and will be placed into Fund Balance.

Within the Special Grants Fund, appropriations have been made to recognize grant revenues and expenditures that have occurred since the September 2017 Supplemental Budget Resolution was adopted by City Council.

With the sale of the 150 South Baylen Street property, the revenue is being appropriated within the Community Redevelopment Agency Fund. Additionally, adjustments have been made to various revenue accounts within the three CRA Funds based on the actual amounts received.

Within the Stormwater Utility Fee Fund additional appropriations are needed due to unexpected costs associated with repairs to vehicles. Capital Outlay have been reduced to offset the increase.

Revenues and expenditures in the Section 8 Housing Assistance Fund have been decreased based on available funding from the Federal Government.

Revenue of \$4,543 has been appropriated within the Law Enforcement Trust Fund based on receipts and will be placed into Fund Balance.

The revenues within the Inspection Services Fund have been more than anticipated and will be placed in Fund Balance. However, the revenues within the Golf Fund and the Roger Scott Tennis Center Fund were lower than anticipated and a drawdown of Fund Balance is necessary.

Estimated revenues within both the Recreation Fund and the Community Maritime Services Fund have been decreased based on Fiscal Year 2017 actual revenues. Appropriations have been reduced to offset the decrease in revenues.

An additional \$5,000 has been transferred to the CRA Debt Service Fund from the Westside TIF Fund for additional Interest Expense required.

Local Option Sales Tax generated revenue above the current estimated revenue by \$60,000 which will be placed into Fund Balance. Additionally Interest Income in the Deepwater Horizon Incident Fund and the Stormwater Capital Projects Fund has been recognized and are offset by either an increase in expenditures or have been placed into Fund Balance.

Interest Income in the LOGT Series 2016 Project Fund has been recognized and is offset by a reduction of Capital Outlay and has been placed into Fund Balance.

With City Council's approval to finance \$25 million for capital improvements eligible to be financed form the Local Option Sales Tax, expenditures for the Fire Station #3, the Bayview Resource Center and the Osceola Golf Course projects have been reclassified to the LOST Series 2017 Project Fund. Appropriations have been made for these projects is offset by a drawdown in Fund Balance.

Within the Gas Utility Fund revenues and expenses have been adjusted based on actual amounts received and the excess amount has been placed into Fund Balance.

Revenues in the Port Fund have been adjusted based on actual amounts received with an offsetting decrease in expenses.

However, revenues within the Sanitation Fund and Airport Fund were greater than anticipated and have been adjusted based on actual revenues received. The excess amount will be placed into Fund Balance.

Estimated revenues within the Special Assessments Fund have been decreased based on Fiscal Year 2017 actual revenues and are offset with a reduction in appropriations.

The General Stock Fund is a “revolving fund” and accounts for the inventory of materials and supplies. The transfer from the Central Services Fund to the General Stock Fund is necessary due to an increase in inventory levels which requires an increase in cash balances within the fund. As the inventory is charged out it will be charged to the appropriate department and the General Stock Fund will be reimbursed for the cash spent on the inventory.

PRIOR ACTION:

September 24, 2016 - City Council formally adopted a beginning FY 2017 Budget.

November 17, 2016 - City Council approved a supplemental budget resolution covering purchase orders payable.

December 8, 2016 - City Council approved a supplemental budget resolution covering unencumbered carryovers.

September 14, 2017 - City Council approved a year end supplemental budget resolution.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2017.

CITY ATTORNEY REVIEW: Yes

10/27/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-74
- 2) Supplemental Budget Explanation No. 17-74

PRESENTATION: Choose an item.

**RESOLUTION
NO. 17-74**

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

	Fund Balance	148,439
To:	Saenger Theatre - Incentive Fee	13,338
To:	Swimming Pool Fees	5,424
As Reads: Amended To Read	Sale of Assets	490,000
As Reads: Amended To Read	Sale of Assets	544,100
As Reads: Amended To Read	Communication Services Tax	2,926,600
As Reads: Amended To Read	Communication Services Tax	2,967,772
As Reads: Amended To Read	Franchise Fees - ECUA	1,595,900
As Reads: Amended To Read	Franchise Fees - ECUA	1,632,740
As Reads: Amended To Read	Franchise Fees - Natural Gas	862,300
As Reads: Amended To Read	Franchise Fees - Natural Gas	898,228
As Reads: Amended To Read	Interest Income	80,000
As Reads: Amended To Read	Interest Income	111,837
As Reads: Amended To Read	Public Services Tax - ECUA	998,500
As Reads: Amended To Read	Public Services Tax - ECUA	1,029,138
As Reads: Amended To Read	Pensacola Fire Academy	20,000
As Reads: Amended To Read	Pensacola Fire Academy	37,135
As Reads: Amended To Read	State Revenue Sharing - Sales Tax	1,749,500
As Reads: Amended To Read	State Revenue Sharing - Sales Tax	1,760,844

As Reads:	Special Permits	60,800
Amended		
To Read	Special Permits	71,311
As Reads:	Current Ad Valorem Taxes	13,758,400
Amended		
To Read	Current Ad Valorem Taxes	13,768,036
As Reads:	Saenger Theatre - Facility Fee	65,000
Amended		
To Read	Saenger Theatre - Facility Fee	72,774
As Reads:	Public Services Tax - Miscellaneous	20,000
Amended		
To Read	Public Services Tax - Miscellaneous	27,572
As Reads:	Firefighter Supplemental Compensation	40,000
Amended		
To Read	Firefighter Supplemental Compensation	43,895
As Reads:	Miscellaneous Charges For Services	40,000
Amended		
To Read	Miscellaneous Charges For Services	43,543
As Reads:	Boat Launch Fees	17,000
Amended		
To Read	Boat Launch Fees	20,431
As Reads:	Traffic Fines	95,000
Amended		
To Read	Traffic Fines	97,655
As Reads:	Mobile Home License Rebate	12,578
Amended		
To Read	Mobile Home License Rebate	13,095
As Reads:	Beverage License Rebate	108,100
Amended		
To Read	Beverage License Rebate	108,131
As Reads:	ECDSB/SRO	220,000
Amended		
To Read	ECDSB/SRO	218,625
As Reads:	Taxi Permits	75,000
Amended		
To Read	Taxi Permits	73,346
As Reads:	Court Fines	14,500
Amended		
To Read	Court Fines	12,580
As Reads:	Half-Cent Sales Tax	4,482,600
Amended		
To Read	Half-Cent Sales Tax	4,479,119

As Reads:	Miscellaneous Fines	12,000
Amended		
To Read	Miscellaneous Fines	7,571
As Reads:	Fire Permits	21,000
Amended		
To Read	Fire Permits	15,920
As Reads:	Local Business Tax	910,000
Amended		
To Read	Local Business Tax	902,308
As Reads:	ECSD - 911 Calltakers	245,000
Amended		
To Read	ECSD - 911 Calltakers	235,082
As Reads:	Local Business Tax - Penalty	23,000
Amended		
To Read	Local Business Tax - Penalty	13,000
As Reads:	Gas Rebate on Municipal Vehicles	25,000
Amended		
To Read	Gas Rebate on Municipal Vehicles	10,800
As Reads:	Delinquent Ad Valorem Taxes	30,000
Amended		
To Read	Delinquent Ad Valorem Taxes	12,989
As Reads:	State Revenue Sharing - Motor Fuel Tax	579,000
Amended		
To Read	State Revenue Sharing - Motor Fuel Tax	550,313
As Reads:	Public Services Tax - Electricity	6,168,100
Amended		
To Read	Public Services Tax - Electricity	6,130,379
As Reads:	Miscellaneous Revenue	355,000
Amended		
To Read	Miscellaneous Revenue	316,763
As Reads:	Public Services Tax - Natural Gas	780,000
Amended		
To Read	Public Services Tax - Natural Gas	686,553
As Reads:	Franchise Fees - Electricity	5,880,000
Amended		
To Read	Franchise Fees - Electricity	5,687,911
1) Non-Departmental		
As Reads:	Other Grants and Aids - Saenger Theatre Capital	287,829
Amended		
To Read	Other Grants and Aids - Saenger Theatre Capital	295,603
2) Transfers Out		
As Reads:	Transfer to Stormwater Capital Projects Fund	2,747,878
Amended		
To Read	Transfer to Stormwater Capital Projects Fund	2,748,923

B. TREE PLANTING TRUST FUND

As Reads:	Tree Planting Trust Fund	10,000
Amended		
To Read	Tree Planting Trust Fund	46,125

C. ECONOMIC DEVELOPMENT INCENTIVES FUND

As Reads:	Lease Fees	146,400
Amended		
To Read	Lease Fees	145,840
As Reads:	Operating Expenses	146,400
Amended		
To Read	Operating Expenses	0

D. SPECIAL REVENUE FUND

As Reads:	Federal Grants	3,433,258
Amended		
To Read	Federal Grants	3,438,758
As Reads:	Miscellaneous	4,050,217
Amended		
To Read	Miscellaneous	4,066,917
As Reads:	Operating Expenses	509,409
Amended		
To Read	Operating Expenses	531,609

E. LOCAL OPTION GASOLINE TAX FUND

As Reads:	6 Ct. Local Option Gasoline Tax	1,475,000
Amended		
To Read	6 Ct. Local Option Gasoline Tax	1,469,200
As Reads:	Capital Outlay	52,400
Amended		
To Read	Capital Outlay	46,600

F. COMMUNITY REDEVELOPMENT AGENCY FUND

As Reads:	Sale of Assets	460,002
Amended		
To Read	Sale of Assets	930,433
As Reads:	Interest Income	24,223
Amended		
To Read	Interest Income	33,539
As Reads:	Plaza DeLuna Concession	5,900
Amended		
To Read	Plaza DeLuna Concession	8,135
As Reads:	Transfer In From Urban Core Redevelopment Trust Fund	3,715,365
Amended		
To Read	Transfer In From Urban Core Redevelopment Trust Fund	3,714,569

G. URBAN CORE REDEVELOPMENT TRUST FUND

As Reads:	Interest Income	6,000
Amended		
To Read	Interest Income	5,204
As Reads:	Transfer to CRA Debt Service Fund	3,715,365
Amended		
To Read	Transfer to CRA Debt Service Fund	3,714,569

H. STORMWATER UTILITY FEE

As Reads:	Stormwater Utility Fee	2,744,262
Amended		
To Read	Stormwater Utility Fee	2,745,307
As Reads:	Operating Expenses	991,656
Amended		
To Read	Operating Expenses	1,030,701
As Reads:	Capital Outlay	38,000
Amended		
To Read	Capital Outlay	0

I. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Federal Grants	17,872,400
Amended		
To Read	Federal Grants	16,872,400
As Reads:	Operating Expense	16,800,553
Amended		
To Read	Operating Expense	15,800,553

J. LAW ENFORCEMENT TRUST FUND

As Reads:	Charges for Services - Court Related	13,612
Amended		
To Read	Charges for Services - Court Related	18,155

K. GOLF COURSE FUND

	Fund Balance	23,000
To:	Advertising	7,500
To:	Interest Income	100
As Reads:	Tournaments	34,200
Amended		
To Read	Tournaments	52,800
As Reads:	Electric Cart Rental	72,400
Amended		
To Read	Electric Cart Rental	89,400
As Reads:	Golf Concessions	18,100
Amended		
To Read	Golf Concessions	18,000

As Reads:	Pull Cart Rental	400
Amended		
To Read	Pull Cart Rental	100
As Reads:	Miscellaneous Revenue	500
Amended		
To Read	Miscellaneous Revenue	0
As Reads:	Pro Shop	15,100
Amended		
To Read	Pro Shop	10,300
As Reads:	Capital Improvement Surcharge	50,000
Amended		
To Read	Capital Improvement Surcharge	37,200
As Reads:	Driving Range	42,700
Amended		
To Read	Driving Range	28,000
As Reads:	Green Fees	309,500
Amended		
To Read	Green Fees	276,500

L. EASTSIDE TIF FUND

As Reads:	Interest Income	400
Amended		
To Read	Interest Income	900

M. INSPECTION SERVICES FUND

As Reads:	Building Permits	690,000
Amended		
To Read	Building Permits	778,100
As Reads:	Permit Application Fee	169,600
Amended		
To Read	Permit Application Fee	216,100
As Reads:	Electrical Permits	216,100
Amended		
To Read	Electrical Permits	255,100
As Reads:	Plumbing Permits	117,000
Amended		
To Read	Plumbing Permits	149,300
As Reads:	Mechanical Permits	69,500
Amended		
To Read	Mechanical Permits	95,100
As Reads:	Zoning Review & Inspection Fees	111,200
Amended		
To Read	Zoning Review & Inspection Fees	123,800

As Reads:	Gas Permits	33,100
Amended		
To Read	Gas Permits	40,300
As Reads:	Interest Income	2,000
Amended		
To Read	Interest Income	3,000
As Reads:	Miscellaneous Permits	7,800
Amended		
To Read	Miscellaneous Permits	8,400
As Reads:	DCA/DBPR Surcharge Fee Retainage - 10%	3,500
Amended		
To Read	DCA/DBPR Surcharge Fee Retainage - 10%	3,550

N. WESTSIDE TIF FUND

As Reads:	Interest Income	400
Amended		
To Read	Interest Income	900
As Reads:	Operating Expense	60,821
Amended		
To Read	Operating Expense	56,321
As Reads:	Transfer to CRA Debt Service Fund	180,000
Amended		
To Read	Transfer to CRA Debt Service Fund	185,000

O. RECREATION FUND

	Fund Balance	66,000
As Reads:	User Fees	1,030,700
Amended		
To Read	User Fees	964,700

P. ROGER SCOTT TENNIS CENTER FUND

	Fund Balance	30,700
To:	Interest Income	100
As Reads:	Tennis Pro	15,200
Amended		
To Read	Tennis Pro	17,600
As Reads:	Pro Shop	6,000
Amended		
To Read	Pro Shop	2,600
As Reads:	Concessionaire	6,000
Amended		
To Read	Concessionaire	1,300

As Reads:	Court Fees	226,800
Amended		
To Read	Court Fees	201,700
Q. COMMUNITY MARITIME PARK MGT SVCS FUND		
To:	Park Maintenance	109,000
To:	CMPA - Insurance	80,000
To:	Employee Lease Agreement	65,000
To:	Donations/Sponsorships	18,500
To:	Stadium Utility Expense Reimbursement	5,000
To:	Interest Income	100
To:	Miscellaneous Revenue	100
To:	Administrative Miscellaneous Expense Reimbursement	100
As Reads:	CMP Parking	51,700
Amended		
To Read	CMP Parking	101,000
As Reads:	Vending/Kiosk Sales	1,200
Amended		
To Read	Vending/Kiosk Sales	100
As Reads:	Use Fee - UWF	15,000
Amended		
To Read	Use Fee - UWF	10,000
As Reads:	Office Rent	9,000
Amended		
To Read	Office Rent	3,000
As Reads:	Common Area Maintenance	14,600
Amended		
To Read	Common Area Maintenance	5,000
As Reads:	Variable Ticket Surcharge Non-Baseball	16,000
Amended		
To Read	Variable Ticket Surcharge Non-Baseball	2,000
As Reads:	Community Event Concessions	30,000
Amended		
To Read	Community Event Concessions	6,000
As Reads:	CMP Rentals	48,800
Amended		
To Read	CMP Rentals	12,000
As Reads:	Naming Rights	112,500
Amended		
To Read	Naming Rights	66,000

As Reads:	Variable Attendance Surcharge	320,000
Amended		
To Read	Variable Attendance Surcharge	270,000
As Reads:	Variable Ticket Surcharge	145,000
Amended		
To Read	Variable Ticket Surcharge	90,000
As Reads:	Use Fee - NFPB	175,000
Amended		
To Read	Use Fee - NFPB	100,000
As Reads:	Event Management	100,000
Amended		
To Read	Event Management	0
As Reads:	Personal Services	209,200
Amended		
To Read	Personal Services	175,373
As Reads:	Operating Expenses	764,000
Amended		
To Read	Operating Expenses	701,927

R. CRA DEBT SERVICE FUND

As Reads:	Transfer in From Westside TIF Fund	180,000
Amended		
To Read	Transfer in From Westside TIF Fund	185,000
As Reads:	Interest Expense	2,975,400
Amended		
To Read	Interest Expense	2,980,400

S. LOCAL OPTION SALES TAX FUND

To:	CNG Rebate on Municipal Vehicles	15,000
As Reads:	Local Option Sales Tax	7,814,600
Amended		
To Read	Local Option Sales Tax	7,859,600

T. LOGT SERIES 2016 PROJECT FUND

To:	Interest Income	20,000
As Reads:	Capital Outlay	13,844,131
Amended		
To Read	Capital Outlay	13,764,220

U. LOST SERIES 2017 PROJECT FUND

	Fund Balance	867,650
To:	Capital Outlay	867,650

V. DEEPWATER HORIZON INCIDENT FUND

To:	Interest Income	1,500
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W. STORMWATER CAPITAL PROJECTS FUND

As Reads:	Interest Income	1,000
Amended		
To Read	Interest Income	16,000
As Reads:	Transfer in From General Fund	2,747,878
Amended		
To Read	Transfer in From General Fund	2,748,923
As Reads:	Capital Outlay	6,889,330
Amended		
To Read	Capital Outlay	6,905,375

X. GAS UTILITY FUND

To:	Sale of Assets	31,900
To:	Cookbook Sales Revenue	2,700
As Reads:	Interruptible User Fees	4,012,000
Amended		
To Read	Interruptible User Fees	5,288,300
As Reads:	Commercial User Fees	12,906,200
Amended		
To Read	Commercial User Fees	13,223,000
As Reads:	Interest Income	21,800
Amended		
To Read	Interest Income	90,100
As Reads:	CNG Revenue	872,000
Amended		
To Read	CNG Revenue	907,700
As Reads:	Municipal User Fees	300,200
Amended		
To Read	Municipal User Fees	297,700
As Reads:	New Accounts/Turn-On Fees	600,000
Amended		
To Read	New Accounts/Turn-On Fees	538,900
As Reads:	Gas Piping Fees	200,000
Amended		
To Read	Gas Piping Fees	61,800
As Reads:	Miscellaneous Gas Charges	680,000
Amended		
To Read	Miscellaneous Gas Charges	424,200
As Reads:	Infrastructure Cost Recovery	2,175,000
Amended		
To Read	Infrastructure Cost Recovery	1,821,000

As Reads:	Transportation User Fees	5,366,200
Amended		
To Read	Transportation User Fees	3,935,600
As Reads:	Residential User Fees	23,211,900
Amended		
To Read	Residential User Fees	20,841,900
As Reads:	Personal Services	8,843,700
Amended		
To Read	Personal Services	9,245,200
As Reads:	Operating Expenses	44,404,237
Amended		
To Read	Operating Expenses	40,856,227
As Reads:	Capital Outlay	2,713,241
Amended		
To Read	Capital Outlay	1,513,241

Y. SANITATION FUND

To:	Interest Income	3,000
As Reads:	Miscellaneous Revenue	375,000
Amended		
To Read	Miscellaneous Revenue	444,100
As Reads:	Franchise Fees	1,190,000
Amended		
To Read	Franchise Fees	1,255,900
As Reads:	Residential Refuse Container Charges	4,090,700
Amended		
To Read	Residential Refuse Container Charges	4,151,100
As Reads:	Code Enforcement Violations	70,000
Amended		
To Read	Code Enforcement Violations	111,100
As Reads:	Lot Cleaning	75,000
Amended		
To Read	Lot Cleaning	108,900
As Reads:	Sale of Assets	5,000
Amended		
To Read	Sale of Assets	31,920
As Reads:	Landfill Fees	1,093,000
Amended		
To Read	Landfill Fees	1,115,500
As Reads:	Sanitation Equipment Surcharge	60,000
Amended		
To Read	Sanitation Equipment Surcharge	79,800

As Reads:	New Accounts/Transfer Fees	85,000
Amended		
To Read	New Accounts/Transfer Fees	85,900
As Reads:	Bulk Item Collection Charges	130,000
Amended		
To Read	Bulk Item Collection Charges	130,500
As Reads:	Zoning/Housing Code Enforcement	15,000
Amended		
To Read	Zoning/Housing Code Enforcement	1,700
As Reads:	Business Refuse Container Charges	159,400
Amended		
To Read	Business Refuse Container Charges	134,400
As Reads:	Fuel Surcharge	500,000
Amended		
To Read	Fuel Surcharge	239,400

Z. PORT FUND

To:	Sale of Assets	1,045
To:	Interest Income	700
To:	Miscellaneous/Non-Billed	160
As Reads:	Miscellaneous/billed	15,000
Amended		
To Read	Miscellaneous/billed	29,500
As Reads:	Handling	35,000
Amended		
To Read	Handling	32,000
As Reads:	Cedar Street Lease Parking Lot	70,700
Amended		
To Read	Cedar Street Lease Parking Lot	65,760
As Reads:	Stevedore Fees	39,100
Amended		
To Read	Stevedore Fees	25,100
As Reads:	Harbor Fees	30,000
Amended		
To Read	Harbor Fees	15,200
As Reads:	Water Sales	17,000
Amended		
To Read	Water Sales	1,600
As Reads:	Security Fees	65,000
Amended		
To Read	Security Fees	33,000

As Reads:	Interior Lighting	50,000
Amended		
To Read	Interior Lighting	17,900
As Reads:	Wharfage	361,800
Amended		
To Read	Wharfage	301,900
As Reads:	Storage	181,900
Amended		
To Read	Storage	56,100
As Reads:	Property Rental	654,000
Amended		
To Read	Property Rental	491,300
As Reads:	Dockage	550,000
Amended		
To Read	Dockage	140,000
As Reads:	Personal Services	909,607
Amended		
To Read	Personal Services	881,372
As Reads:	Operating Expense	1,013,793
Amended		
To Read	Operating Expense	913,793
As Reads:	Capital Outlay	9,694,624
Amended		
To Read	Capital Outlay	8,964,624

AA. AIRPORT FUND

As Reads:	CFC - Rental Car Service Facility	2,050,000
Amended		
To Read	CFC - Rental Car Service Facility	2,652,600
As Reads:	Parking Lot	5,125,000
Amended		
To Read	Parking Lot	5,670,900
As Reads:	Airline Rentals	2,500,000
Amended		
To Read	Airline Rentals	2,936,800
As Reads:	Rental Cars	3,400,000
Amended		
To Read	Rental Cars	3,618,900
As Reads:	U.S. Government - FASCO Tower	80,000
Amended		
To Read	U.S. Government - FASCO Tower	248,000
As Reads:	Loading Bridge Fees	200,000
Amended		
To Read	Loading Bridge Fees	359,900

As Reads:	Restaurant and Lounge	453,000
Amended		
To Read	Restaurant and Lounge	599,700
As Reads:	Apron Area Rentals	520,000
Amended		
To Read	Apron Area Rentals	604,300
As Reads:	Miscellaneous Revenue	35,000
Amended		
To Read	Miscellaneous Revenue	119,200
As Reads:	Interest Income	20,000
Amended		
To Read	Interest Income	100,900
As Reads:	Fixed Base Operations	155,000
Amended		
To Read	Fixed Base Operations	198,000
As Reads:	Hangar Rentals	135,000
Amended		
To Read	Hangar Rentals	165,000
As Reads:	Airport & 12th Facilities	128,000
Amended		
To Read	Airport & 12th Facilities	153,000
As Reads:	Rental Car Service Facility Rents	230,000
Amended		
To Read	Rental Car Service Facility Rents	249,300
As Reads:	Advertising	90,000
Amended		
To Read	Advertising	107,100
As Reads:	Taxi Permits	110,000
Amended		
To Read	Taxi Permits	120,900
As Reads:	TSA Terminal Rental	280,000
Amended		
To Read	TSA Terminal Rental	287,400
As Reads:	LEO/TSA Security	110,000
Amended		
To Read	LEO/TSA Security	109,600
As Reads:	Gift Shop	300,000
Amended		
To Read	Gift Shop	293,000
As Reads:	Commercial Property Rentals	350,000
Amended		
To Read	Commercial Property Rentals	296,800
As Reads:	Rental Car Customer Facility Charge (Garage)	911,700
Amended		
To Read	Rental Car Customer Facility Charge (Garage)	823,600

As Reads:	Air Carrier Landing Fees	2,912,100
Amended		
To Read	Air Carrier Landing Fees	2,280,400

BB. GENERAL STOCK FUND

To:	Transfer in From Central Services Fund	200,000
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CC. CENTRAL SERVICES FUND

	Fund Balance	200,000
To:	Transfer to General Stock Fund	200,000

DD. SPECIAL ASSESSMENTS FUND

As Reads:	Special Assessments	100,000
Amended		
To Read	Special Assessments	72,000
As Reads:	Non-Operating	100,000
Amended		
To Read	Non-Operating	72,000

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 retroactive to September 30, 2017 on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues:		
Sale of Assets	54,100	Increase estimated revenue from Sale of Assets
Communication Services Tax	41,172	Increase estimated revenue from Communication Service Tax.
Franchise Fees - ECUA	36,840	Increase estimated revenue from Franchise Fees - ECUA
Franchise Fees - Natural Gas	35,928	Increase estimated revenue from Franchise Fees - Natural Gas
Interest Income	31,837	Increase estimated revenue from Interest Income
Public Services Tax - ECUA	30,638	Increase estimated revenue from Public Service Taxes - ECUA
Pensacola Fire Academy	17,135	Increase estimated revenue from Pensacola Fire Academy
Saenger Theatre - Incentive Fee	13,338	Appropriate estimated revenue from Saenger Theatre - Incentive Fee
State Revenue Sharing - Sales Tax	11,344	Increase estimated revenue from State Revenue Sharing -Sales Tax
Special Permits	10,511	Increase estimated revenue from Special Permits
Current Ad Valorem Taxes	9,636	Increase estimated revenue from Current Ad Valorem Taxes
Saenger Theatre - Facility Fee	7,774	Increase estimated revenue from Saenger Theatre Facility Fees
Public Services Tax - Miscellaneous	7,572	Increase estimated revenue from Public Service Taxes - Miscellaneous
Swimming Pool Fees - Hunter Pool	5,424	Appropriate estimated revenue from Swimming Pool Fees-Hunter
Firefighter Supplemental Compensation	3,895	Increase estimated revenue from Firefighter Supplemental Compensation
Miscellaneous Charges For Services	3,543	Increase estimated revenue from Miscellaneous Charges For Services
Boat Launch Fees	3,431	Increase estimated revenue from Boat Launch Fees
Traffic Fines	2,655	Increase estimated revenue from Traffic Fines
Mobile Home License Rebate	517	Increase estimated revenue from Mobile Home License Rebates
Beverage License Rebate	31	Increase estimated revenue from Beverage License Rebates
ECDSB/SRO	(1,375)	Decrease estimated revenue from ECDSB/SRO
Taxi Permits	(1,654)	Decrease estimated revenue from Taxi Permits
Court Fines	(1,920)	Decrease estimated revenue from Court Fines
Half-Cent Sales Tax	(3,481)	Decrease estimated revenue from Half-Cent Sales Tax
Miscellaneous Fines	(4,429)	Decrease estimated revenue from Miscellaneous Fines
Fire Permits	(5,080)	Decrease estimated revenue from Fire Permits
Local Business Tax	(7,692)	Decrease estimated revenue from Local Business Tax
ECSD - 911 Calltakers	(9,918)	Decrease estimated revenue from ECSD - 911 Calltakers
Local Business Tax - Penalty	(10,000)	Decrease estimated revenue from Local Business Tax Penalties
Gas Rebate on Municipal Vehicles	(14,200)	Decrease estimated revenue from Gas Rebate on Municipal Vehicles
Delinquent Ad Valorem Taxes	(17,011)	Decrease estimated revenue from Delinquent Ad Valorem Taxes
State Revenue Sharing - Motor Fuel Tax	(28,687)	Decrease estimated revenue from State Revenue Sharing -Motor Fuel Tax
Public Services Tax - Electricity	(37,721)	Decrease estimated revenue from Public Service Taxes - Electricity
Miscellaneous Revenue	(38,237)	Decrease estimated revenue from Miscellaneous Revenue
Public Services Tax - Natural Gas	(93,447)	Decrease estimated revenue from Public Service Taxes - Natural Gas
Franchise Fees - Electricity	(192,089)	Decrease estimated revenue from Franchise Fees - Electricity
Total Revenues	(139,620)	
Fund Balance - Council Reserve	(850,000)	Decrease appropriated Fund Balance To Increase Council Reserve
Fund Balance	998,439	Increase appropriated Fund Balance
Total Revenues and Fund Balance	8,819	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
Appropriations:		
(1) Non-Departmental		
Other Grants and Aids - Saenger Theatre Capital	7,774	Increase appropriation for Other Grants & Aids-Saenger Theatre Capital
(2) Transfers Out		
Transfer to Stormwater Capital Projects Fund	1,045	Increase appropriation for Transfer to Stormwater Capital Projects Fund
Total Appropriations	<u>8,819</u>	
B. TREE PLANTING TRUST FUND		
Estimated Revenues:		
Tree Planting Trust Fund	36,125	Increase estimated revenue from Tree Planting Trust Fund
Total Estimated Revenues	<u>36,125</u>	
Fund Balance	<u>(36,125)</u>	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
C. ECONOMIC DEVELOPMENT INCENTIVES FUND		
Estimated Revenues:		
Lease Fees	(560)	Decrease estimated revenue from Lease Fees
Total Estimated Revenues	<u>(560)</u>	
Fund Balance	<u>(145,840)</u>	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>(146,400)</u>	
Appropriations:		
Operating Expenses	(146,400)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(146,400)</u>	
D. SPECIAL REVENUE FUND		
Estimated Revenues:		
Federal Grants	5,500	Increase estimated revenue from Federal Grants
Miscellaneous	16,700	Increase estimated revenue from Miscellaneous
Total Estimated Revenues	<u>22,200</u>	
Appropriations:		
Operating Expenses	22,200	Increase appropriation for Operating Expenses
Total Appropriations	<u>22,200</u>	
E. LOCAL OPTION GASOLINE TAX FUND		
Estimated Revenues:		
6 Ct. Local Option Gasoline Tax	(5,800)	Decrease estimated revenue from 6 Ct. Local Option Gasoline Tax
Total Estimated Revenues	<u>(5,800)</u>	
Appropriations:		
Capital Outlay	(5,800)	Decrease appropriation for Capital Outlay
Total Appropriations	<u>(5,800)</u>	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
F. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues:		
Sale of Assets	470,431	Increase estimated revenue from Sale of Assets
Interest Income	9,316	Increase estimated revenue from Interest Income
Plaza DeLuna Concession	2,235	Increase estimated revenue from Plaza DeLuna Concession
Transfer In From Urban Core Redevelopment Trust Fund	(796)	Decrease estimated revenue from Transfer In From Urban Core Redev Trst
Total Estimated Revenues	481,186	
Fund Balance	(481,186)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
G. URBAN CORE REDEVELOPMENT TRUST FUND		
Estimated Revenues:		
Interest Income	(796)	Decrease estimated revenue from Interest Income
Total Estimated Revenues	(796)	
Appropriations:		
Transfer to CRA Fund	(796)	Increase appropriation for Operating Expenses
Total Appropriations	(796)	
H. STORMWATER UTILITY FEE FUND		
Estimated Revenues:		
Stormwater Utility Fee	1,045	Increase estimated revenue from Stormwater Utility Fee
Total Estimated Revenues	1,045	
Appropriations:		
Operating Expenses	39,045	Increase appropriation for Operating Expense
Capital Outlay	(38,000)	Decrease appropriation for Capital Outlay
Total Estimated Revenues	1,045	
I. SECTION 8 HOUSING ASSISTANCE FUND		
Estimated Revenues:		
Federal Grants	(1,000,000)	Decrease estimated revenue from Federal Grants
Total Estimated Revenues	(1,000,000)	
Appropriations:		
Operating Expenses	(1,000,000)	Decrease appropriation for Operating Expenses
Total Appropriations	(1,000,000)	
J. LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Charges for Services - Court Related	4,543	Increase estimated revenue from Charges for Services - Court Related
Total Estimated Revenues	4,543	
Fund Balance	(4,543)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
K. GOLF COURSE FUND		
Estimated Revenues		
Tournaments	18,600	Increase estimated revenue from Tournaments
Electric Cart Rental	17,000	Increase estimated revenue from Electric Cart Rentals
Advertising	7,500	Appropriate estimated revenue form Advertising
Interest Income	100	Appropriate estimated revenue from Interest Income
Golf Concessions	(100)	Decrease estimated revenue from Golf Concessions
Pull Cart Rental	(300)	Decrease estimated revenue from Pull Cart Rental
Miscellaneous Revenue	(500)	Decrease estimated revenue from Miscellaneous Revenues
Pro Shop	(4,800)	Decrease estimated revenue from Pro Shop
Capital Improvement Surcharge	(12,800)	Decrease estimated revenue from Capital Improvements Surcharge
Driving Range	(14,700)	Decrease estimated revenue from Driving Range
Green Fees	(33,000)	Decrease estimated revenue from Green Fees
Total Estimated Revenues	(23,000)	
Fund Balance	23,000	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
L. EASTSIDE TIF FUND		
Estimated Revenues		
Interest Income	500	Increase estimated revenue from Interest Income
Total Estimated Revenues	500	
Fund Balance	(500)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
M. INSPECTION SERVICES FUND		
Estimated Revenues		
Building Permits	88,100	Increase estimated revenue from Building Permits
Permit Application Fee	46,500	Increase estimated revenue from Permit Application Fee
Electrical Permits	39,000	Increase estimated revenue from Electrical Permits
Plumbing Permits	32,300	Increase estimated revenue from Plumbing Permits
Mechanical Permits	25,600	Increase estimated revenue from Mechanical Permits
Zoning Review & Inspection Fees	12,600	Increase estimated revenue from Zoning Review & Inspection Fees
Gas Permits	7,200	Increase estimated revenue from Gas Permits
Interest Income	1,000	Increase estimated revenue from Interest Income
Miscellaneous Permits	600	Increase estimated revenue from Miscellaneous Permits
DCA/DBPR Surcharge Fee Retainage - 10%	50	Increase estimated revenue from DCA/DBPR Surcharge Fee Retainage
Total Estimated Revenues	252,950	
Fund Balance	(252,950)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	0	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
N. WESTSIDE TIF FUND		
Estimated Revenues		
Interest Income	500	Increase estimated revenue from Interest Income
Total Estimated Revenues	500	
Appropriations		
Operating Expenses	(4,500)	Decrease appropriation for Operating Expenses
Transfer to CRA Debt Service Fund	5,000	Increase appropriation for Transfer to CRA Debt Service Fund
Total Appropriations	500	
O. RECREATION FUND		
Estimated Revenues		
User Fees	(66,000)	Decrease estimated revenue from User Fees
Total Estimated Revenues	(66,000)	
Fund Balance	66,000	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
P. ROGER SCOTT TENNIS CENTER FUND		
Estimated Revenues		
Tennis Pro	2,400	Decrease estimated revenue from Tennis Pro
Interest Income	100	Appropriate estimated revenue from Interest Income
Pro Shop	(3,400)	Decrease estimated revenue from Pro Shop
Concessionaire	(4,700)	Decrease estimated revenue from Concessionaire
Court Fees	(25,100)	Increase estimated revenue from Court Fees
Total Estimated Revenues	(30,700)	
Fund Balance	30,700	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	0	
Q. COMMUNITY MARITIME PARK MGT SVCS FUND		
Estimated Revenues		
Park Maintenance	109,000	Appropriate estimated revenue from Park Maintenance
CMPA - Insurance	80,000	Appropriate estimated revenue from CMP - Insurance
Employee Lease Agreement	65,000	Appropriate estimated revenue from Employee Lease Agreement
CMP Parking	49,300	Increase estimated revenue from CMP Parking
Donations/Sponsorships	18,500	Appropriate estimated revenue from Donations/Sponsorships
Stadium Utility Expense Reimbursement	5,000	Appropriate estimated revenue from Stadium Utility expense Reimbursement
Interest Income	100	Appropriate estimated revenue from Interest Income
Miscellaneous Revenue	100	Appropriate estimated revenue from Miscellaneous Revenue
Administrative Miscellaneous Expense Reimbursement	100	Appropriate estimated revenue from Administrative Miscellaneous Exp. Reimb
Vending/Kiosk Sales	(1,100)	Decrease estimated revenue from Kiosk Sales
Use Fee - UWF	(5,000)	Decrease estimated revenue from Use Fee - UWF
Office Rent	(6,000)	Decrease estimated revenue from Office Rent
Common Area Maintenance	(9,600)	Decrease estimated revenue from Common Area Maintenance
Variable Ticket Surcharge Non-Baseball	(14,000)	Decrease estimated revenue from Variable Ticket Surcharge Non-Baseball
Community Event Concessions	(24,000)	Decrease estimated revenue from Community Event Concessions

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
CMP Rentals	(36,800)	Decrease estimated revenue from CMP Rentals
Naming Rights	(46,500)	Decrease estimated revenue from Naming Rights
Variable Attendance Surcharge	(50,000)	Decrease estimated revenue from Variable Attendance Surcharge
Variable Ticket Surcharge	(55,000)	Decrease estimated revenue from Variable Ticket Surcharge
Use Fee - NFPB	(75,000)	Decrease estimated revenue from Use Fee - NFPB
Event Management	(100,000)	Decrease estimated revenue from Event Management
Total Estimated Revenues	<u>(95,900)</u>	
Appropriations		
Personal Services	(33,827)	Decrease appropriation for Personal Services
Operating Expenses	(62,073)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(95,900)</u>	
R. CRA DEBT SERVICE FUND		
Estimated Revenues		
Transfer in From Westside TIF Fund	5,000	Increase estimated revenue from Transfer In From Westside TIF Fund
Total Estimated Revenues	<u>5,000</u>	
Appropriations		
Interest Expense	5,000	Increase appropriation for Interest Expense
Total Appropriations	<u>5,000</u>	
S. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Local Option Sales Tax	45,000	Increase estimated revenue from Local Option Sales Tax
CNG Rebate on Municipal Vehicles	15,000	Appropriate estimated revenue from CNG Rebate on Municipal Vehicles
Total Estimated Revenues	<u>60,000</u>	
Fund Balance	(60,000)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
T. LOGT SERIES 2016 PROJECT FUND		
Estimated Revenues		
Interest Income	20,000	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>20,000</u>	
Fund Balance	(99,911)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>(79,911)</u>	
Appropriations		
Capital Outlay	(79,911)	Decrease appropriation for Capital Outlay
Total Appropriations	<u>(79,911)</u>	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
U. LOST SERIES 2017 PROJECT FUND		
Fund Balance	<u>867,650</u>	Increase appropriated Fund Balance.
Appropriations		
Capital Outlay	<u>867,650</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>867,650</u>	
V. DEEPWATER HORIZON INCIDENT FUND		
Estimated Revenues		
Interest Income	<u>1,500</u>	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>1,500</u>	
Fund Balance	<u>(1,500)</u>	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
W. STORMWATER CAPITAL PROJECTS FUND		
Estimated Revenues		
Interest Income	15,000	Increase estimated revenue from Interest Income
Transfer in From General Fund	<u>1,045</u>	Increase estimated revenue from Transfer In From General Fund
Total Estimated Revenues	<u>16,045</u>	
Appropriations		
Capital Outlay	<u>16,045</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>16,045</u>	
X. GAS UTILITY FUND		
Estimated Revenues:		
Interruptible User Fees	1,276,300	Increase estimated revenue from Interruptible User Fees
Commercial User Fees	316,800	Increase estimated revenue from Commercial User Fees
Interest Income	68,300	Increase estimated revenue from Interest Income
CNG Revenue	35,700	Increase estimated revenue from CNG Revenue
Sale of Assets	31,900	Appropriate estimated revenue from IRS Alternative Fuel Credit
Cookbook Sales Revenue	2,700	Appropriate estimated revenue from Cookbook Sales Revenue
Municipal User Fees	(2,500)	Decrease estimated revenue from Municipal User Fees
New Accounts/Turn-On Fees	(61,100)	Decrease estimated revenue from New Accounts/Turn-On Fees
Gas Piping Fees	(138,200)	Decrease estimated revenue from Gas Piping Fees
Miscellaneous Gas Charges	(255,800)	Decrease estimated revenue from Miscellaneous Gas Charges
Infrastructure Cost Recovery	(354,000)	Decrease estimated revenue from Infrastructure Cost Recovery
Transportation User Fees	(1,430,600)	Decrease estimated revenue from Transportation User Fees
Residential User Fees	(2,370,000)	Decrease estimated revenue from Residential User Fees
Total Estimated Revenues	<u>(2,880,500)</u>	
Fund Balance	<u>(2,111,710)</u>	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>(4,992,210)</u>	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
Appropriations:		
Personal Services	(244,200)	Decrease appropriation for Personal Services
Operating Expenses	(3,548,010)	Decrease appropriation for Operating Expenses
Capital Outlay	(1,200,000)	Decrease appropriation for Capital Outlay
Total Appropriations	<u>(4,992,210)</u>	
Y. SANITATION FUND		
Estimated Revenues:		
Miscellaneous Revenue	69,100	Increase estimated revenue from Miscellaneous Revenue
Franchise Fees	65,900	Increase estimated revenue from Franchise Fees
Residential Refuse Container Charges	60,400	Increase estimated revenue from Residential Refuse Container Charges
Code Enforcement Violations	41,100	Increase estimated revenue from Code Enforcement Violations
Lot Cleaning	33,900	Increase estimated revenue from Lot Cleaning
Sale of Assets	26,920	Increase estimated revenue from Sale of Assets
Landfill Fees	22,500	Increase estimated revenue from Landfill Fees
Sanitation Equipment Surcharge	19,800	Increase estimated revenue from Sanitation Equipment Surcharge
Interest Income	3,000	Appropriate estimated revenue from Interest Income
New Accounts/Transfer Fees	900	Increase estimated revenue from New Accounts/Transfer Fees
Bulk Item Collection Charges	500	Increase estimated revenue from Bulk Item Collection Charges
Zoning/Housing Code Enforcement	(13,300)	Decrease estimated revenue from Zoning/Housing Code Enforcement
Business Refuse Container Charges	(25,000)	Decrease estimated revenue from Business Refuse Container Charges
Fuel Surcharge	(260,600)	Decrease estimated revenue from Fuel Surcharge
Total Estimated Revenues	<u>45,120</u>	
Fund Balance	(45,120)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
Z. PORT FUND		
Estimated Revenues:		
Miscellaneous/Billed	14,500	Increase estimated revenue from Miscellaneous/Billed
Sale of Assets	1,045	Appropriate estimated revenue from Sale of Assets
Interest Income	700	Appropriate estimated revenue from Interest Income
MiscellaneousNon-Billed	160	Appropriate estimated revenue from Miscellaneous/Non-Billed
Handling	(3,000)	Decrease estimated revenue from Handling
Cedar Street Lease Parking Lot	(4,940)	Decrease estimated revenue from Cedar Street Lease
Stevedore Fees	(14,000)	Decrease estimated revenue from Stevedore Fees
Harbor Fees	(14,800)	Decrease estimated revenue from Harbor Fees
Water Sales	(15,400)	Decrease estimated revenue from Water Sales
Security Fees	(32,000)	Decrease estimated revenue from Security Fees
Interior Lighting	(32,100)	Decrease estimated revenue from Interior Lighting
Wharfage	(59,900)	Decrease estimated revenue from Wharfage
Storage	(125,800)	Decrease estimated revenue from Storage
Property Rental	(162,700)	Decrease estimated revenue from Property Rental
Dockage	(410,000)	Decrease estimated revenue from Dockage
Total Estimated Revenues	<u>(858,235)</u>	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
Appropriations:		
Personal Services	(28,235)	Decrease appropriation for Personal Services
Operating Expenses	(100,000)	Decrease appropriation for Operating Expenses
Capital Outlay	(730,000)	Decrease appropriation for Capital Outlay
Total Appropriations	<u>(858,235)</u>	
AA. AIRPORT FUND		
Estimated Revenues:		
CFC - Rental Car Service Facility	602,600	Increase estimated revenue from CFC - Rental Car Service Facility
Parking Lot	545,900	Increase estimated revenue from Parking Lot
Airline Rentals	436,800	Increase estimated revenue from Airline Rentals
Rental Cars	218,900	Increase estimated revenue from Rental Cars
U.S. Government - FASCO Tower	168,000	Increase estimated revenue from U.S. Government - FASCO Tower
Loading Bridge Fees	159,900	Increase estimated revenue from Loading Bridge Fees
Restaurant and Lounge	146,700	Increase estimated revenue from Restaurant and Lounge
Apron Area Rentals	84,300	Increase estimated revenue from Apron Area Rentals
Miscellaneous Revenue	84,200	Increase estimated revenue from Miscellaneous Revenue
Interest Income	80,900	Increase estimated revenue from Interest Income
Fixed Base Operations	43,000	Increase estimated revenue from Fixed Base Operations
Hangar Rentals	30,000	Increase estimated revenue from Hangar Rentals
Airport & 12th Facilities	25,000	Increase estimated revenue from Commerce Park
Rental Car Service Facility Rents	19,300	Increase estimated revenue from Rental Car Service Facility Rents
Advertising	17,100	Increase estimated revenue from Advertising
Taxi Permits	10,900	Increase estimated revenue from Taxi Permits
TSA Terminal Rental	7,400	Increase estimated revenue from TSA Terminal Rental
LEO/TSA Security	(400)	Decrease estimated revenue from LEO/TSA Security
Gift Shop	(7,000)	Decrease estimated revenue from Gift Shop
Commercial Properties Rentals	(53,200)	Decrease estimated revenue from Commercial Properties Rentals
Rental Car Customer Facility Charge (Garage)	(88,100)	Decrease estimated revenue from Rental Car Cust Fac Chg (Garage)
Air Carrier Landing Fees	(631,700)	Decrease estimated revenue from Air Carrier Landing Fees
Total Estimated Revenues	<u>1,900,500</u>	
Fund Balance	<u>(1,900,500)</u>	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
BB. GENERAL STOCK FUND		
Estimated Revenues:		
Transfer in From Central Services Fund	200,000	Appropriate estimated revenue from Central Services Fund
Total Estimated Revenues	<u>200,000</u>	
Fund Balance	<u>(200,000)</u>	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA

NOVEMBER 2017 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2017 NO. 17-74

FUND	AMOUNT	DESCRIPTION
CC. CENTRAL SERVICES FUND		
Fund Balance	<u>200,000</u>	Increase appropriated Fund Balance
Appropriations:		
Transfer to General Stock Fund	<u>200,000</u>	Appropriate funding for Transfer To General Stock Fund
Total Appropriations	<u>200,000</u>	
DD. SPECIAL ASSESSMENTS FUND		
Estimated Revenues:		
Special Assessments	<u>(28,000)</u>	Decrease estimated revenue from Special Assessments
Total Estimated Revenues	<u>(28,000)</u>	
Appropriations:		
Other Non-Operating	<u>(28,000)</u>	Decrease appropriation for Other Non-Operating
Total Appropriations	<u>(28,000)</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-75

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-75 - FY 2018 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

After the beginning of each fiscal year a supplemental budget resolution is brought to City Council for consideration. This resolution includes appropriations for the following:

- FY 2017 encumbered purchase order balances net of contracts payable
Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2017 for which final payment had not been made. However, all work completed on outstanding purchase orders by September 20th is expensed to FY 2017 as contracts payable. Encumbrances carried forward to the new fiscal year are reduced by the amount expensed to contracts payable in the previous fiscal year.
- Appropriation of fund balance
In most funds, fund balance is appropriated to cover encumbrances carried forward
- Increase in estimated revenues
In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances net of contracts payable.

A second resolution to carry forward FY 2017 funding for items that were not encumbered is being brought

forward for City Councils approval on a separate resolution.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted a beginning FY 2018 Budget

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2018.

CITY ATTORNEY REVIEW: Yes

10/27/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-75
- 2) Supplemental Budget Explanation No. 17-75

PRESENTATION: No

**RESOLUTION
NO. 17-75**

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. GENERAL FUND

	Fund Balance	555,287
To:	Purchase Orders Payable	555,287

B. SPECIAL GRANTS FUND

To:	State Grants	239,332
To:	Miscellaneous Revenue	1,044,685
As Reads: Amended	Federal Grants	208,200
To Read:	Federal Grants	229,542
To:	Purchase Orders Payable	1,305,359

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads: Amended	Federal Grants	859,400
To Read:	Federal Grants	859,976
To:	Purchase Orders Payable	576

D. COMMUNITY REDEVELOPMENT FUND

	Fund Balance	4,926
To:	Purchase Orders Payable	4,926

E. STORMWATER UTILITY FUND

	Fund Balance	10,850
To:	Purchase Orders Payable	10,850

F. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	27,364
To:	Purchase Orders Payable	27,364

G. NATURAL DISASTER FUND

To:	Federal Grants	45,307
To:	Purchase Orders Payable	45,307
H. GOLF COURSE FUND		
	Fund Balance	4,454
To:	Purchase Orders Payable	4,454
I. WESTSIDE TIF FUND		
	Fund Balance	2,350
To:	Purchase Orders Payable	2,350
J. RECREATION FUND		
	Fund Balance	8,283
To:	Purchase Orders Payable	8,283
K. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND		
	Fund Balance	83,272
To:	Purchase Orders Payable	83,272
L. LOCAL OPTION SALES TAX FUND		
	Fund Balance	1,108,855
To:	Purchase Orders Payable	1,108,855
M. LOGT CONSTRUCTION FUND		
	Fund Balance	6,620,130
To:	Purchase Orders Payable	6,620,130
N. CRA SERIES 2017 PROJECT FUND		
	Fund Balance	203,017
To:	Purchase Orders Payable	203,017
O. DEEPWATER HORIZON INCIDENT FUND		
	Fund Balance	13,356
To:	Purchase Orders Payable	13,356
P. STORMWATER CAPITAL PROJECTS FUND		
	Fund Balance	1,171,579
To:	Purchase Orders Payable	1,171,579
Q. GAS UTILITY FUND		
	Fund Balance	8,937,595
To:	Purchase Orders Payable	8,937,595
R. SANITATION FUND		
	Fund Balance	780,520
To:	Purchase Orders Payable	780,520

S. PORT FUND

	Fund Balance	47,585
To:	State Grants	184,613
To:	Purchase Orders Payable	232,198

T. AIRPORT FUND

	Fund Balance	9,952,385
As Reads:	Federal Grants	3,625,000
Amended		
To Read:	Federal Grants	3,642,831
As Reads:	State Grants	800,000
Amended		
To Read:	State Grants	9,476,518
To:	Purchase Orders Payable	18,646,734

U. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Technology Resources	2,520,400
Amended		
To Read:	Charges for Services - Technology Resources	2,534,265
To:	Purchase Orders Payable	13,865

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
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 17-75

DETAIL

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
A. GENERAL FUND	001		
Fund Balance		<u>555,287</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>555,287</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
B. SPECIAL GRANTS FUND	102		
Estimated Revenues			
FEDERAL	102-533-331353	21,342	EMERGCY WATERSHED PROT GNT 68420916201
STATE	102-533-334363	239,332	GABERONNE SWAMP STORMATER - STATE G 0387
MISC	102-533-366075	1,044,685	BAYOU CHICO STWTR - NFWF DONATION - BILL GREGORY STWTR PROJ
Total Estimated Revenues		<u>1,305,359</u>	
Appropriations			
Purchase Orders Payable		<u>1,305,359</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND 104			
Federal Grants	104.552.331541	<u>576</u>	Increase estimated revenue from Federal Grants
Total Estimated Revenues		<u>576</u>	
Appropriations			
Purchase Orders Payable		<u>576</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
D. COMMUNITY REDEVELOPMENT FUND	105		
Fund Balance		<u>4,926</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>4,926</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
E. STORMWATER UTILITY FUND	109		
Fund Balance		<u>10,850</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>10,850</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17

THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 17-75

DETAIL

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
F. SECTION 8 HOUSING ASSISTANCE FUND	115		
Fund Balance		<u>27,364</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>27,364</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
G. NATURAL DISASTER FUND	119		
Estimated Revenues			
Federal Grants	999.331920	26,056	Appropriate estimated revenues for Federal Grants
Federal Grants	999-331921	<u>19,251</u>	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues		<u>45,307</u>	
Appropriations			
Purchase Orders Payable		<u>45,307</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
H. GOLF COURSE FUND	120		
Fund Balance		<u>4,454</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>4,454</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
I. WESTSIDE TIF FUND	123		
Fund Balance		<u>2,350</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>2,350</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
J. RECREATION FUND	124		
Fund Balance		<u>8,283</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>8,283</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17

**THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 17-75**

DETAIL

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
K. CMMTY MARITIME PARK MGT SVCS FUND	126		
Fund Balance		<u>83,272</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>83,272</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
L. LOCAL OPTION SALES TAX FUND	307		
Fund Balance		<u>1,108,855</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>1,108,855</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
M. LOGT CONSTRUCTION FUND	313		
Fund Balance		<u>6,620,130</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>6,620,130</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
N. CRA SERIES 2017 PROJECT FUND	314		
Fund Balance		<u>203,017</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>203,017</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
O. DEEPWATER HORIZON INCIDENT FUND	328		
Fund Balance		<u>13,356</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>13,356</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
P. STORMWATER CAPITAL PROJECTS FUND	329		
Fund Balance		<u>1,171,579</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>1,171,579</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17

**THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 17-75**

DETAIL

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
Q. GAS UTILITY FUND	401		
Fund Balance		<u>8,937,595</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>8,937,595</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
R. SANITATION FUND	402		
Fund Balance		<u>780,520</u>	Increase appropriated fund balance.
Appropriations			
Purchase Orders Payable		<u>780,520</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
S. PORT FUND	403		
AQP76 - WHSE #9 IMPORV	403-433-334406	23,242	Increase estimated revenues for State Grants
STATE - FERRY DOCK & BLDGS	403-333-334418	18,618	Increase estimated revenues for State Grants
AR223 - REHAB BERTH 6	403-433-334411	<u>142,753</u>	Increase estimated revenues for State Grants
Total Estimated Revenues		<u>184,613</u>	Increase appropriated fund balance.
Fund Balance		<u>47,585</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance		<u>232,198</u>	
Appropriations			
Purchase Orders Payable		<u>232,198</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17
T. AIRPORT FUND	404		
Estimated Revenues			
AIR COMMERCE PARK DEMO	404-443-331439	17,519	Increase estimated revenues for Federal Grants
AIP 40 - N. CARGO RAMP RECON	404-443-331436	312	Increase estimated revenues for Federal Grants
VT FDOT AR248 (43360229401)- AIR PK PHI	404-443-334565	1,359,847	Increase estimated revenues for State Grants
VT FDOT 42030029401 TAXIWAY PH II	404-443-334413	493,529	Increase estimated revenues for State Grants
VT FDOT 42960929401 TAXIWAY PH III	404-443-334414	1,500,000	Increase estimated revenues for State Grants
VT FDOT 42960939401 TAXIWAY PH IV	404-443-334415	675,305	Increase estimated revenues for State Grants
VT FDOT 43571769401 HANGER	404-443-334416	4,629,837	Increase estimated revenues for State Grants
FDOT 43571729401 N. CARGO RAMP RECON	404-443-334566	<u>18,000</u>	Increase estimated revenues for State Grants
Total Estimated Revenues		<u>8,694,349</u>	
Fund Balance		<u>9,952,385</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance		<u>18,646,734</u>	
Appropriations			
Purchase Orders Payable		<u>18,646,734</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17

**THE CITY OF PENSACOLA
NOVEMBER 2017 ENCUMBRANCE CARRYOVERS
BUDGET RESOLUTION EXPLANATION NO. 17-75**

DETAIL

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
U. CENTRAL SERVICES FUND	504		
Estimated Revenues			
Charges for Services - Technology Resources	999-392506	13,865	Increase estimated revenues for Charges For Services - Technology Resources
Total Estimated Revenues		<u>13,865</u>	
Appropriations			
Purchase Orders Payable		<u>13,865</u>	Carryover - encumbrances (net of contracts payable) outstanding at 9/30/17



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-76

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-76 - FY 2018 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Purchase orders carried forward were separated from other appropriations to be carried forward in a separate resolution. The attached unencumbered carryover budget resolution includes appropriations for the following:

- Items budgeted in FY 2017 but not purchased or encumbered

For various reasons certain items that were budgeted in FY 2017 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

A balance of \$84,452 remained at the end of FY 2017 within the City Council discretionary Fund and is being carried forward to FY 2018. Appropriations for the purchase of computer equipment and desks for additional Council Support Staff were not purchased in FY 2017 and are being carried forward to FY 2018.

Additionally, balances remaining for the MBE Program, Pensacola Neighborhood Challenge Grants, Parks and Recreation, Public Works, Fire Department, Police Department, Saenger Theatre Capital Projects, Special Grants Fund, Community Development Block Grant Fund, Community Redevelopment Agency Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund,

Natural Disaster Fund, Eastside TIF Fund, Westside TIF Fund, Local Option Sales Tax Fund, LOGT Series 2016 Project Fund, Deepwater Horizon Incident Fund, Stormwater Capital Projects Fund, Gas Utility Fund, Port Fund, Airport Fund, Technology Resources and Central Garage projects are being carried forward.

- Items to be purchased with additional unexpended FY 2017 appropriations

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated at the time the FY 2018 budget was prepared. Sufficient unexpended FY 2017 appropriations are available to fund these requests.

An additional \$100,000 has been appropriated within Parks and Recreation to provide funding for Tree Canopy Maintenance.

Anticipated State Insurance Proceeds for the Fire Pension were less than anticipated. An additional \$153,100 has been appropriated within the General Fund and \$6,900 within the Airport Fund for Fire Pension costs.

Within the Non-Departmental budget in the General Fund, \$15,000 has been appropriated for funding for BRACE and \$100,000 has been appropriated for Homeless Initiatives.

Within the CRA Fund, \$35,000 is being appropriated for necessary repairs at the Baylen Street Promenade due to age and/or weathering.

The Port of Pensacola, in conjunction with the Fire Department applied for and was awarded a U.S. Port Security Grant to provide funding for a Maritime Fire Training Simulator. The City's matching portion for the grant is \$105,125. Within the Local Option Sales Tax Fund there was a savings in the amount of \$83,426 after the purchase of the two pieces of apparatus appropriated in FY 2017. That savings is being appropriated for the City's matching funds for the grant. An additional \$21,699 is being appropriated from savings for the replacement of Thermal Imaging Cameras.

An additional \$200,000 has been appropriated in the Insurance Retention Fund for a "Wellness Initiative".

- Appropriation of fund balance

Fund balance is appropriated as necessary to cover the planned expenditures noted above.

- Changes in revenue estimates

Revenues within the General Fund and the Housing Initiatives Fund have been adjusted with the sale of property located on West Intendencia Street and the 900 Block West Belmont Street where the General Fund received 50% of the proceeds from the sale of the property and the Housing Initiatives fund received the remaining 50%. The sale of the 300 Block of West Intendencia resulted in proceeds of \$108,100 of which 100% will be placed in the Housing Initiatives Fund.

The appropriation for the Special Assessments Fund is being made to provide funding for demolition of various structures.

- Other Changes

Transfers into the CRA Debt Service Fund have been adjusted after the issuance of the 2017 Bonds.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted a beginning FY 2018 Budget

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2018.

CITY ATTORNEY REVIEW: Yes

10/27/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-76
- 2) Supplemental Budget Explanation No. 17-76

PRESENTATION: No

**RESOLUTION
NO. 17-76**

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. GENERAL FUND

Fund Balance		1,235,613
As Reads:	Sale of Assets	50,000
Amended		
To Read:	Sale of Assets	67,625
1) City Council		
As Reads:	Operating Expenses	575,000
Amended		
To Read	Operating Expenses	672,859
2) Financial Services		
As Reads:	Operating Expenses	429,600
Amended		
To Read	Operating Expenses	469,679
3) Planning Services		
To:	Grants & Aids	33,226
As Reads:	Operating Expenses	264,300
Amended		
To Read	Operating Expenses	316,117
4) Parks & Recreation		
As Reads:	Operating Expenses	2,911,400
Amended		
To Read	Operating Expenses	3,011,400

5) Public Works		
As Reads:	Operating Expenses	2,646,131
Amended		
To Read	Operating Expenses	2,832,982
6) Fire		
As Reads:	Personal Services	8,104,300
Amended		
To Read	Personal Services	8,257,400
As Reads:	Operating Expenses	1,552,803
Amended		
To Read	Operating Expenses	1,554,603
7) Police		
As Reads:	Operating Expenses	4,074,153
Amended		
To Read	Operating Expenses	4,299,538
8) Non-Departmental		
To:	Other Grants and Aids - BRACE	15,000
To:	Other Grants and Aids - Homeless Initiatives	100,000
As Reads:	Other Grants and Aids - Saenger Theatre Capital	75,000
Amended		
To Read	Other Grants and Aids - Saenger Theatre Capital	323,121
B. HOUSING INITIATIVES FUND		
To:	Sale of Assets	125,725
To:	Operating Expenses	125,725
C. SPECIAL GRANTS FUND		
Fund Balance		50,188
As Reads:	Federal Grants	229,542
Amended		
To Read:	Federal Grants	1,563,972
As Reads:	State Grants	239,332
Amended		
To Read:	State Grants	290,697
As Reads:	Miscellaneous	1,044,685
Amended		
To Read:	Miscellaneous	2,098,987

As Reads:	Personal Services	92,700
Amended		
To Read:	Personal Services	215,221
As Reads:	Operating Expenses	19,200
Amended		
To Read:	Operating Expenses	354,282
As Reads:	Capital Outlay	1,305,359
Amended		
To Read:	Capital Outlay	3,190,452
As Reads:	Grants & Aids	108,800
Amended		
To Read:	Grants & Aids	256,389
D. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
As Reads:	Federal Grants	859,976
Amended		
To Read:	Federal Grants	1,001,751
As Reads:	Grants & Aids	536,300
Amended		
To Read:	Grants & Aids	678,075
E. COMMUNITY REDEVELOPMENT AGENCY FUND		
	Fund Balance	1,672,662
As Reads:	Transfer In Urban Core Redev Trust Fund	2,429,900
Amended		
To Read:	Transfer In Urban Core Redev Trust Fund	1,917,200
As Reads:	Operating Expenses	581,926
Amended		
To Read:	Operating Expenses	1,530,889
As Reads:	Grants & Aids	50,000
Amended		
To Read:	Grants & Aids	260,999
F. URBAN CORE REDEV TRUST FUND		
As Reads:	Transfer to CRA Fund	2,429,900
Amended		
To Read:	Transfer to CRA Fund	1,917,200

As Reads:	Transfer to CRA Debt Service Fund	2,830,300
Amended		
To Read:	Transfer to CRA Debt Service Fund	3,343,000

G. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	39,440
As Reads:	Operating Expenses	16,681,764
Amended		
To Read:	Operating Expenses	16,721,204

H. LAW ENFORCEMENT TRUST FUND

	Fund Balance	143,583
To:	Operating Expenses	103,806
To:	Capital Outlay	39,777

I. NATURAL DISASTER FUND

	Fund Balance	100,000
As Reads:	FEMA	45,307
Amended		
To Read:	FEMA	2,679,758
To:	Operating Expenses	100,000
As Reads:	Capital Outlay	45,307
Amended		
To Read:	Capital Outlay	2,679,758

J. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	600,000
To:	Capital Outlay	60,000
As Reads:	Operating Expenses	2,500
Amended		
To Read:	Operating Expenses	542,500

K. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

	Fund Balance	105,000
To:	Grants & Aids	40,000

As Reads:	Personal Services	27,200
Amended		
To Read:	Personal Services	42,200
As Reads:	Operating Expenses	6,550
Amended		
To Read:	Operating Expenses	51,550
As Reads:	Transfer to CRA Debt Service Fund	275,000
Amended		
To Read:	Transfer to CRA Debt Service Fund	280,000

L. MARITIME PARK MANAGEMENT SERVICES FUND

	Fund Balance	175,000
To:	Transfer to Insurance Retention Fund	49,600
As Reads:	Operating Expenses	1,056,976
Amended		
To Read:	Operating Expenses	1,231,976
As Reads:	Principal Payment	50,900
Amended		
To Read:	Principal Payment	20,000
As Reads:	Interest Expense	18,700
Amended		
To Read:	Interest Expense	0

M. CRA DEBT SERVICE FUND

As Reads:	Transfer In Urban Core Redev Trust Fund	2,830,300
Amended		
To Read:	Transfer In Urban Core Redev Trust Fund	3,343,000
As Reads:	Principal Payment	1,350,000
Amended		
To Read:	Principal Payment	1,475,000
As Reads:	Interest Expense	3,033,500
Amended		
To Read:	Interest Expense	3,142,300

N. LOCAL OPTION SALES TAX FUND

	Fund Balance	6,873,509
To:	Operating Expenses	24,186
To:	Grants & Aids	35,323
To:	Other Non-Operating	73,082
As Reads: Amended	Capital Outlay	10,760,355
To Read:	Capital Outlay	17,501,273

O. LOGT SERIES 2016 PROJECT FUND

	Fund Balance	504,343
As Reads: Amended	Capital Outlay	6,620,130
To Read:	Capital Outlay	7,124,473

P. DEEPWATER HORIZON INCIDENT FUND

	Fund Balance	402,589
To:	Operating Expenses	87,100
As Reads: Amended	Capital Outlay	13,356
To Read:	Capital Outlay	328,845

Q. STORMWATER CAPITAL PROJECTS FUND

	Fund Balance	5,367,173
As Reads: Amended	Operating Expenses	652,678
To Read:	Operating Expenses	1,720,887
As Reads: Amended	Capital Outlay	3,093,901
To Read:	Capital Outlay	7,392,865

R. GAS UTILITY FUND

	Fund Balance	1,628,628
As Reads: Amended	Personal Services	8,697,700
To Read:	Personal Services	8,998,900
As Reads: Amended	Operating Expenses	40,241,175
To Read:	Operating Expenses	41,558,033
As Reads: Amended	Capital Outlay	1,647,620
To Read:	Capital Outlay	1,658,190

S. PORT FUND

	Fund Balance	44,353
As Reads: Amended	State Grants	184,613
To Read:	State Grants	6,824,045
As Reads: Amended	Operating Expenses	823,500
To Read:	Operating Expenses	867,853
As Reads: Amended	Capital Outlay	184,613
To Read:	Capital Outlay	6,824,045

T. AIRPORT FUND

	Fund Balance	2,030,545
To:	Private Grant Revenue	369,421
As Reads: Amended	Federal Grant Revenue	3,642,831
To Read:	Federal Grant Revenue	3,706,867
As Reads: Amended	State Grant Revenue	9,476,518
To Read:	State Grant Revenue	14,184,752
To:	Operating Expenses - County	1
To:	Operating Expenses - VT Aerospace	1

As Reads:	Personal Services - Airport O & M	4,380,700
Amended		
To Read:	Personal Services - Airport O & M	4,405,600
As Reads:	Operating Expenses - Airport O & M	12,316,891
Amended		
To Read:	Operating Expenses - Airport O & M	13,954,336
As Reads:	Capital Outlay - Airport O & M	1,154,961
Amended		
To Read:	Capital Outlay - Airport O & M	1,523,161
As Reads:	Capital Outlay - Federal Grants	3,625,312
Amended		
To Read:	Capital Outlay - Federal Grants	3,689,348
As Reads:	Capital Outlay - State Grants	9,476,518
Amended		
To Read:	Capital Outlay - State Grants	14,184,752
As Reads:	Capital Outlay - VT Aerospace - County	1,866,337
Amended		
To Read:	Capital Outlay - VT Aerospace - County	2,007,838
As Reads:	Capital Outlay -VT Aerospace	1,566,620
Amended		
To Read:	Capital Outlay -VT Aerospace	1,794,538

U. INSURANCE RETENTION FUND

To:	Transfer In From CMP Mgt Services Fund	49,600
As Reads:	Charges for Services - Risk Management	1,309,900
Amended		
To Read:	Charges for Services - Risk Management	1,509,900
As Reads:	Operating Expenses	711,200
Amended		
To Read:	Operating Expenses	911,200

V. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Technology Resources	2,534,265
Amended		
To Read:	Charges for Services - Technology Resources	2,688,356
As Reads:	Charges for Services - Central Garage	1,584,300
Amended		
To Read:	Charges for Services - Central Garage	1,709,300

(1) Technology Resources

As Reads:	Operating Expenses	1,130,365
Amended		
To Read:	Operating Expenses	1,191,148
As Reads:	Capital Outlay	216,200
Amended		
To Read:	Capital Outlay	309,508

(2) Central Garage

As Reads:	Personal Services	1,132,900
Amended		
To Read:	Personal Services	1,157,900
As Reads:	Operating Expenses	281,400
Amended		
To Read:	Operating Expenses	381,400

W. SPECIAL ASSESSMENTS FUND

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

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
NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues		
Sale of Assets	17,625	Increase estimated revenue from Sale of Assets
Total Revenues	17,625	
Fund Balance	987,492	Increase appropriated fund balance - FY 2017 Departmental Carryforward
Sub-Total Fund Balance	987,492	
Fund Balance	248,121	Increase appropriated fund balance - Saenger Theatre
Total Revenues & Fund Balance	1,253,238	
Appropriations		
(1) City Council		
Operating Expenses	97,859	Increase appropriation for Operating Expenses
(2) Financial Services		
Operating Expenses	40,079	Increase appropriation for Operating Expenses
(3) Planning Services		
Operating Expenses	51,817	Increase appropriation for Operating Expenses
Grants & Aids	33,226	Appropriate funding for Grants & Aids (PNC)
(4) Parks & Recreation		
Operating Expenses	100,000	Increase appropriation for Operating Expenses
(5) Public Works		
Operating Expenses	186,851	Increase appropriation for Operating Expenses
(6) Fire		
Personal Services	153,100	Increase appropriation for Personal Services
Operating Expenses	1,800	Increase appropriation for Operating Expenses
(7) Police		
Operating Expenses	225,385	Increase appropriation for Operating Expenses
(8) Non-Departmental		
Grants and Aids - Saenger Theatre	248,121	Increase appropriation - Saenger Theatre Capital
Grants and Aids - BRACE	15,000	Appropriate funding for BRACE
Grants and Aids - Homeless Initiatives	100,000	Appropriate funding for Homeless Initiatives
Total Appropriations	1,253,238	

THE CITY OF PENSACOLA
NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
B. HOUSING INITIATIVES FUND		
Estimated Revenues		
Sale of Assets	125,725	Appropriate estimated revenue from Sale of Assets
Total Estimated Revenues	<u>125,725</u>	
Appropriations		
Operating Expenses	125,725	Appropriate funding for Operating Expenses
Total Appropriations	<u>125,725</u>	
C. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,334,430	Increase estimated revenue for Federal Grants
State Grants	51,365	Increase estimated revenue from State Grants
Miscellaneous	1,054,302	Increase estimated revenue from Miscellaneous Revenue
Total Estimated Revenues	<u>2,440,097</u>	
Fund Balance	50,188	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>2,490,285</u>	
Appropriations		
Personal Services	122,521	Increase appropriation for Personal Services
Operating Expenses	335,082	Increase appropriation for Operating Expenses
Capital Outlay	1,885,093	Increase appropriation for Capital Outlay
Grants & Aids	147,589	Increase appropriation for Grants & Aids
Total Appropriations	<u>2,490,285</u>	
D. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Estimated Revenues		
Federal Grants	141,775	Increase estimated revenue for Federal Grants
Total Estimated Revenues	<u>141,775</u>	
Appropriations		
Grants & Aids	141,775	Increase appropriation for Grants & Aids
Total Appropriations	<u>141,775</u>	

THE CITY OF PENSACOLA
NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
E. CRA FUND		
Estimated Revenues		
Interfund Transfer-Fund 106	(512,700)	Decrease Interfund Transfer - Fund 106
Total Estimated Revenues	(512,700)	
Fund Balance	1,672,662	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	1,159,962	
Appropriations		
Operating Expenses	948,963	Increase appropriation for Operating Expenses
Grants & Aids	210,999	Increase appropriation for Grants & Aids
Total Appropriations	1,159,962	
F. URBAN CORE REDEVELOPMENT TRUST FUND		
Appropriations		
Transfer to CRA Fund	(512,700)	Decrease Transfer to CRA Fund
Transfer to CRA Debt Service Fund	512,700	Increase Transfer to Debt Service Fund
Total Appropriations	0	
G. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	39,440	Increase appropriated fund balance
Appropriations		
Operating Expenses	39,440	Increase appropriation for Operating Expenses
Total Appropriations	39,440	
H. LAW ENFORCEMENT TRUST FUND		
Fund Balance	143,583	Increase appropriated fund balance
Appropriations		
Operating Expenses	103,806	Appropriate funding for Operating Expenses
Capital Outlay	39,777	Appropriate funding for Capital Outlay
Total Appropriations	143,583	

THE CITY OF PENSACOLA
NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
I. NATURAL DISASTER FUND		
Estimated Revenues		
FEMA	2,634,451	Increase estimated revenue from FEMA - Federal
Total Estimated Revenues	2,634,451	
Fund Balance	100,000	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	2,734,451	
Appropriations		
Operating Expenses	100,000	Appropriate funding for Operating Expenses
Capital Outlay	2,634,451	Increase appropriation funding for Capital Outlay
Total Appropriations	2,734,451	
J. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	600,000	Increase appropriated fund balance
Appropriations		
Operating Expenses	540,000	Increase appropriation for Operating Expenses
Interest Expense	60,000	Appropriate Funding for Interest Expense
Total Appropriations	600,000	
K. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	105,000	Increase appropriated fund balance
Appropriations		
Personal Services	15,000	Increase appropriation for Personal Services
Operating Expenses	45,000	Increase appropriation for Operating Expenses
Grants and Aids	40,000	Appropriate funding for Grants and Aids
Transfer to CRA Debt Service Fund	5,000	Increase appropriation for Transfer to CRA Debt Service Fund
Total Appropriations	105,000	
L. MARITIME PARK MANAGEMENT SERVICES FUND		
Fund Balance	175,000	Increase appropriated fund balance
Appropriations		
Operating Expenses	175,000	Increase appropriation for Operating Expenses
Principal Payment	(30,900)	Decrease appropriation for Principal Payment
Interest Expense	(18,700)	Decrease appropriation for Interest Expense
Transfer to Insurance Retention Fund	49,600	Appropriate funding for Transfer to Insurance Retention Fund
Total Appropriations	175,000	

THE CITY OF PENSACOLA
NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
M. CRA DEBT SERVICE FUND		
Estimated Revenues		
Interfund Transfer-Fund 106	512,700	Increase estimated revenue from Interfund Transfer - Fund 106
Total Estimated Revenues	512,700	
Fund Balance	(278,900)	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	233,800	
Appropriations		
Principal Payment	125,000	Increase appropriation for Principal Payment
Interest Expense	108,800	Increase appropriation for Interest Expense
Total Appropriations	233,800	
N. LOCAL OPTION SALES TAX FUND		
Fund Balance	1,092,001	Increase appropriated fund balance - Penny for Progress (PFP)
Fund Balance	5,781,508	Increase appropriated fund balance - LOST IV
Total Estimated Revenues and Fund Balance	6,873,509	
Appropriations		
Operating Expenses	24,186	Appropriate funding for Operating Expenses
Capital Outlay	6,740,918	Increase appropriation for Capital Outlay
Grants & Aids	35,323	Appropriate funding for Grants & Aids
Other Non-Operating	73,082	Appropriate funding for Other Non-Operating
Total Appropriations	6,873,509	
O. LOGT SERIES 2016 PROJECT FUND		
Fund Balance	504,343	Increase appropriated fund balance
Appropriations		
Capital Outlay	504,343	Increase appropriation for Capital Outlay
Total Appropriations	504,343	

THE CITY OF PENSACOLA

NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
P. DEEPWATER HORIZON INCIDENT FUND		
Fund Balance	<u>402,589</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	87,100	Appropriate funding for Operating Expenses
Capital Outlay	<u>315,489</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>402,589</u>	
Q. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>5,367,173</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,068,209	Increase appropriation for Operating Expenses
Capital Outlay	<u>4,298,964</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>5,367,173</u>	
R. GAS UTILITY FUND		
Fund Balance	1,606,628	Increase appropriated fund balance - Bond Construction
Fund Balance	<u>22,000</u>	Increase appropriated fund balance - Operations
Total Estimated Revenues and Fund Balance	<u>1,628,628</u>	
Appropriations		
Personal Services	301,200	Decrease appropriation for Personal Services
Operating Expenses	1,316,858	Decrease appropriation for Operating Expenses
Capital Outlay	<u>10,570</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,628,628</u>	
S. PORT FUND		
Estimated Revenues		
State Grant Revenue	<u>6,639,432</u>	Increase estimated revenue from State Grants
Total Revenues	<u>6,639,432</u>	
Fund Balance	<u>44,353</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>6,683,785</u>	
Appropriations		
Operating Expenses	44,353	Increase appropriation for Operating Expenses
Capital Outlay - State Grants	<u>6,639,432</u>	Increase appropriation for Capital Outlay - State Grants
Total Appropriations	<u>6,683,785</u>	

THE CITY OF PENSACOLA

NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
T. AIRPORT FUND		
Estimated Revenues		
Federal Grant Revenue	64,036	Increase estimated revenue from Federal Grants
State Grant Revenue	4,708,234	Increase estimated revenue from State Grants
Private Grant Revenue	369,421	Appropriate estimated revenue from Private Grants
Total Revenues	<u>5,141,691</u>	
Fund Balance	0	Increase appropriated fund balance - VT-MAE Aerospace - County
Fund Balance	<u>2,030,545</u>	Increase appropriated fund balance - Departmental
Total Fund Balance	<u>2,030,545</u>	
Total Estimated Revenues and Fund Balance	<u>7,172,236</u>	
Appropriations		
Personal Services - Airport O & M	24,900	Increase appropriation for Personal Services - Airport O & M
Operating Expenses - Airport O & M	1,637,445	Increase appropriation for Operating Expenses - Airport O & M
Capital Outlay - Airport O & M	368,200	Increase appropriation for Capital Outlay - Airport O & M
Capital Outlay - Federal Grants	64,036	Increase appropriation for Capital Outlay - Federal Grants
Capital Outlay - State Grants	4,708,234	Increase appropriation for Capital Outlay - State Grants
Operating Expenses - County	1	Appropriate funding for Operating Expenses - County - VT-Mae Aerospace
Capital Outlay - County	141,501	Increase appropriation for Capital Outlay Expenses - County - VT-Mae Aerospace
Operating Expenses - VT Aerospace	1	Appropriate funding for Operating Expenses - VT-Mae Aerospace
Capital Outlay - VT Aerospace	227,918	Increase appropriation for Capital Outlay - VT-Mae Aerospace
Total Appropriations	<u>7,172,236</u>	
U. INSURANCE RETENTION FUND		
Estimated Revenue		
Charges for Services - Risk Management	200,000	Increase estimated revenue from Charges for Services - Risk Management
Transfer from CMP Mgt Svcs Fund	49,600	Appropriate estimated revenue from Transfer From CMP Mgt Svcs Fund
Total Revenues	<u>249,600</u>	
Fund Balance	<u>(49,600)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>200,000</u>	
Appropriations		
Operating Expenses	<u>200,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>200,000</u>	

THE CITY OF PENSACOLA
NOVEMBER 2017 UNENCUMBERED CARRYOVER RESOLUTION NO. 17-76

FUND	AMOUNT	DESCRIPTION
V. CENTRAL SERVICES FUND		
Estimated Revenue		
Charges For Services - Technology Resources	154,091	Increase estimated revenue from Charges for Services - Technology Resources
Charges For Services - Central Garage	125,000	Increase estimated revenue from Charges for Services - Central Garage
Total Revenues	<u>279,091</u>	
Appropriations		
1) Technology Resources		
Operating Expenses	60,783	Increase appropriation for Operating Expenses
Capital Outlay	93,308	Increase appropriation for Capital Outlay
2) Central Garage		
Personal Services	25,000	Increase appropriation for Personal Services
Operating Expenses	100,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>279,091</u>	
W. SPECIAL ASSESSMENTS FUND		
Estimated Revenue		
Special Assessments	100,000	Appropriate estimated assessment revenue
Total Revenue	<u>100,000</u>	
Appropriations		
Other Non-Operating	100,000	Appropriate funds for Other Non-Operating
Total Appropriations	<u>100,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00598

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

ACCEPTANCE OF 2017 FEDERAL PORT SECURITY GRANT

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Each year, the US Department of Homeland Security makes funding available for the Port Security Grant Program with funds awarded on a competitive basis from applications submitted by qualifying ports on behalf of the port, terminal operators or first-responders responsible for port and maritime incident response within the port's federally-designated regional Maritime Security Area.

As part of the 2017 program, Port of Pensacola applied on behalf of Pensacola Fire Department and was awarded funding to purchase and install a Maritime Fire Training Simulator. With this simulator firefighters, law enforcement officers, hazardous materials teams, bomb squad units, command staff, and others will be able to conduct and participate in functional exercises that will allow responders to prepare for the unique response and mitigation challenges involved with marine vessel firefighting and emergency response; including: fuels, confined spaces, chemical-biological-radiological-nuclear-explosive (CBRNE) detection, evacuation, search and rescue of trapped occupants, and implementation of a unified incident command structure. There are no other maritime-specific live fire training capabilities in our area.

The grant award is \$315,375 with a 25% local match of \$105,125 for a total project cost of \$420,500.

Since 2006, the Port has been awarded more than \$5.5 million in Federal grant funds on behalf of the Port as well as other City departments, including Pensacola Fire Department, Pensacola Police Department, Pensacola Energy and Technology Resources. Critical projects funded through the program to date have included

replacement of the City's antiquated telephone system with a Voice-over Internet Protocol (VoIP) system, replacement of the Englewood communications tower and purchase of the Fire Department's fire boat.

PRIOR ACTION:

None

FUNDING:

Budget:	\$ 315,375	Federal Grant
	<u>105,125</u>	Local Match (LOST IV)
	<u>\$ 420,500</u>	

Actual:	\$ 360,000	Simulator
	60,000	Site Work & Installation
	<u>500</u>	Miscellaneous Supplies
	<u>\$ 420,500</u>	

FINANCIAL IMPACT:

The federal grant award will fund 75% of the cost of the project. The remaining 25%, which represents the local match requirement, will come from savings from the purchase of Fire apparatus as well as thermal imaging cameras within the Fire Department's Local Option Sales Tax Series IV projects. Approval of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/27/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Chief David Allen, Pensacola Fire Department
Amy Miller, Port Director

ATTACHMENTS:

- 1) Grant Award Notification Letter
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Resolution Explanation

PRESENTATION: No



U.S. Department of Homeland Security
Washington, D.C. 20472

Thomas Coggin
Pensacola, City of
700 S. Barracks Street
Pensacola, FL 32502 - 6049

Re: Grant No.EMW-2017-PU-00585

Dear Thomas Coggin:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2017 Port Security Grant Program has been approved in the amount of \$315,375.00. As a condition of this award, you are required to contribute a cost match in the amount of \$105,125.00 of non-Federal funds, or 25 percent of the total approved project costs of \$420,500.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2017 Port Security Grant Program Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, reading "Thomas Dinanno". The signature is written in a cursive, flowing style with a large initial "T".

THOMAS GEORGE DINANNO GPD Assistant Administrator

**RESOLUTION
NO. 17-77**

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	333,700
To:		
Reads	Federal Grants	649,075
To:	Capital Outlay	315,375

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

NOVEMBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 2017 PORT SECURITY GRANT - RES NO. 17-77

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	315,375	Increase estimated revenue for Federal Grants
Total Revenues	<u>315,375</u>	
Appropriations		
Capital Outlay	<u>315,375</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>315,375</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-77

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 17-77 - 2017 FEDERAL PORT SECURITY GRANT AWARD

RECOMMENDATION:

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

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

Each year, the US Department of Homeland Security makes funding available for the Port Security Grant Program with funds awarded on a competitive basis from applications submitted by qualifying ports on behalf of the port, terminal operators or first-responders responsible for port and maritime incident response within the port's federally-designated regional Maritime Security Area.

As part of the 2017 program, Port of Pensacola applied on behalf of Pensacola Fire Department and was awarded funding to purchase and install a Maritime Fire Training Simulator. With this simulator firefighters, law enforcement officers, hazardous materials teams, bomb squad units, command staff, and others will be able to conduct and participate in functional exercises that will allow responders to prepare for the unique response and mitigation challenges involved with marine vessel firefighting and emergency response; including: fuels, confined spaces, chemical-biological-radiological-nuclear-explosive (CBRNE) detection, evacuation, search and rescue of trapped occupants, and implementation of a unified incident command structure. There are no other maritime-specific live fire training capabilities in our area.

The grant award is \$315,375 with a 25% local match of \$105,125 for a total project cost of \$420,500.

Since 2006, the Port has been awarded more than \$5.5 million in Federal grant funds on behalf of the Port as well as other City departments, including Pensacola Fire Department, Pensacola Police Department, Pensacola

Energy and Technology Resources. Critical projects funded through the program to date have included replacement of the City's antiquated telephone system with a Voice-over Internet Protocol (VoIP) system, replacement of the Englewood communications tower and purchase of the Fire Department's fire boat.

PRIOR ACTION:

None

FUNDING:

Budget:	\$ 315,375	Federal Grant
	<u>105,125</u>	Local Match (LOST IV)
	<u>\$ 420,500</u>	
Actual:	\$ 360,000	Simulator
	60,000	Site Work & Installation
	<u>500</u>	Miscellaneous Supplies
	<u>\$ 420,500</u>	

FINANCIAL IMPACT:

The federal grant award will fund 75% of the cost of the project. The remaining 25%, which represents the local match requirement, will come from savings from the purchase of Fire apparatus as well as thermal imaging cameras within the Fire Department's Local Option Sales Tax Series IV projects. Approval of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/25/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Chief David Allen, Pensacola Fire Department
Amy Miller, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 17-77
- 2) Supplemental Budget Explanation No. 17-77

PRESENTATION: No

**RESOLUTION
NO. 17-77**

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	333,700
To:		
Reads	Federal Grants	649,075
To:	Capital Outlay	315,375

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

NOVEMBER 2017 - SUPPLEMENTAL BUDGET RESOLUTION - 2017 PORT SECURITY GRANT - RES NO. 17-77

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	315,375	Increase estimated revenue for Federal Grants
Total Revenues	<u>315,375</u>	
Appropriations		
Capital Outlay	<u>315,375</u>	Appropriate funding for Capital Outlay
Total Appropriations	<u>315,375</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00601

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND OFFSHORE INLAND MARINE & OILFIELD SERVICES, INC. FOR WAREHOUSE #1 AT THE PORT OF PENSACOLA.

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 11, 2017, City Council approved a first amendment ("Amendment No. 1") to the original Lease Agreement for Port Warehouse #1 ("Warehouse #1 Lease") between the City of Pensacola and Offshore Inland Marine & Oilfield Services, Inc. ("OIMO") which incorporated a formal payment obligation plan to resolve, in lieu of default under the Warehouse #1 Lease, the past-due payment from OIMO of the outstanding balance of \$269,247.00 in invoices owed to the Port, such past-due amount having accumulated in addition to the amount of \$363,000.00 held in abeyance in invoices owed to the Port.

In addition to other terms and conditions, Amendment No. 1 expressly obligated OIMO to continue to pay \$10,000.00 per month towards the \$269,247.00 amount not held in abeyance, and to remit, by no later than September 30, 2017, a final balloon payment for the entire remaining balance of the amount not held in abeyance.

By letter to the Port Director dated August 31, 2017, OIMO stated OIMO was unable to remit the final balloon payment, and subsequently requested City Council to permit OIMO to submit a one-time payment of \$15,000.00 toward the remaining balance of the amount not held in abeyance and additionally continue to pay monthly installment payments of \$10,000 until full repayment of such outstanding debt, plus interest at 12% per annum beginning October 1, 2017.

On October 12, 2017, City Council granted OIMO's request.

The attached Amendment No. 2 revises Section 5 of the Warehouse #1 Lease consistent with the October 12, 2017 Council action granting OIMO's request.

PRIOR ACTION:

April 22, 2010 - City Council approved the Warehouse #1 Lease.

January 10, 2013 - City Council approved a FDOT Economic Development Transportation Project Fund Agreement for infrastructure improvements at the Port.

May 11, 2017 - City Council approved Amendment No 1 to the Warehouse #1 Lease to incorporate specific requirements for repayment of OIMO's outstanding \$269,247.00 amount not held in abeyance.

October 12, 2017 - City Council granted OIMO's request for to remit a one-time payment of \$15,000.00 toward the balloon amount and additionally continue to pay monthly installment payments of \$10,000 until full repayment, plus interest, of the amount not held in abeyance.

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 \$175,000. 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

10/27/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Draft Amendment No. 2 to the Warehouse #1 Lease

PRESENTATION: No

AMENDMENT NO. 2 TO LEASE AGREEMENT

THIS AMENDMENT NO 2 ("Amendment No. 2") 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 ____ day of _____, 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 purpose of operating an offshore project vessel service center; and

WHEREAS, in addition to other terms and conditions, the first amendment ("Amendment No. 1") to the Original Agreement, dated June 1 2017, incorporated a formal payment obligation plan to resolve, in lieu of default under the Original Agreement, the past-due payment from Lessee of the outstanding balance of \$269,247.00 in invoices owed to the Port, such past-due amount having accumulated in addition to the amount of \$363,000.00 held in abeyance in invoices owed to the Port; and

WHEREAS, Amendment No. 1 to the Original Agreement expressly obligated Lessee to continue to pay \$10,000.00 per month toward the \$269,247.00 amount not held in abeyance, and to remit, by no later than September 30, 2017, a final balloon payment for the entire remaining balance of the amount not held in abeyance; and

WHEREAS, by letter to the Port Director dated August 31, 2017, Lessee stated Lessee was unable to remit the final balloon payment; and

WHEREAS, Lessee requested to City Council that Lessee be permitted to submit a one-time payment of \$15,000.00 toward the remaining balance of the amount not held in abeyance and additionally continue to pay monthly installment payments of \$10,000 until full repayment of such outstanding debt, plus interest beginning October 1, 2017 at twelve percent (12%) per annum as otherwise further described and calculated in the Port Tariff; and

WHEREAS, on October 12, 2017, the City Council of the City of Pensacola granted Lessee's request; and

WHEREAS, the parties now desire to further 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 of this Amendment No. 2.
2. Section 5(a) of the Original Agreement, as created by Amendment No. 1, is hereby amended in its entirety to read:

(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 submit a one-time payment of Fifteen Thousand Dollars (\$15,000.00) toward the remaining balance addressed in this Section 5(a), and further, Lessee shall continue pay Ten Thousand Dollars (\$10,000.00) per month, no later than the fifteenth (15th) day of each month, to the City, until full repayment of such outstanding debt addressed in this Section 5(a), plus interest beginning October 1, 2017 at twelve percent (12%) per annum as otherwise further described and calculated in the Port Tariff. Lessee acknowledges and agrees that in the event of failure to make such monthly payment as provided in this Section 5(a) or any other payment due from Lessee to City, upon ten (10) calendar days from receipt by Lessee of written notice of such nonpayment from the City, pursuant to the Notice provision of this Agreement, City Council may, in City Council's sole discretion, terminate this Agreement for lease, such termination immediately effective upon City Council action to terminate the lease for non-payment notwithstanding anything to the contrary in this Agreement including but not limited to default provisions. 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.

3. The remainder of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Original Agreement.

CITY OF PENSACOLA, FLORIDA

**OFFSHORE INLAND & MARINE
OILFIELD SERVICES, INC.**

Mayor, Ashton J. Hayward, III

Attest:

By _____
President

City Clerk, Ericka L. Burnett

Attest:

SEAL

By: _____
Corporate Secretary

(SEAL)

Witnesses: _____

Witnesses: _____

Legal in form and valid as drawn:

City Attorney

Approved As To Substance:

Department Director/Division Head



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00603

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The PEDC was created by Chapter 67-1365, Laws of Florida to promote and develop tourism and industry in Escambia County and the City of Pensacola. PEDC is governed by a nine member board consisting of representatives from the Escambia County Board of County Commissioners, the Pensacola City Council, the Century Town Council and the Greater Pensacola Chamber.

In 1989, House Bill 984 amended Chapter 67-1365, Laws of Florida to require that the City and Escambia County jointly fund the PEDC through an annual Interlocal Agreement. For FY 2018, Escambia County has budgeted \$550,000 and the City has budgeted \$150,000. Escambia County has added a provision to the FY 2018 Interlocal Agreement that states in the event the County appropriates additional funds for the Escambia County Sheriff's FY 17/18 budget allocation that the County reserves the right to immediately terminate the Interlocal Agreement.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted the FY 2018 Budget.

FUNDING:

Budget: \$150,000

Actual: \$150,000

FINANCIAL IMPACT:

Funds have been appropriated in the FY 2018 Budget.

CITY ATTORNEY REVIEW: Yes

10/25/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS AND THE CITY OF
PENSACOLA RELATING TO THE FY 2017-2018 FUNDING OF
PENSACOLA-ESCAMBIA COUNTY PROMOTION AND
DEVELOPMENT COMMISSION.**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

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

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by Section 163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2017-2018.

Article 2
Responsibilities of Parties

- 2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2017-2018 that the County shall contribute to the PEDC the amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Fifty Thousand Dollars (\$150,000.00). Each shall reflect such contributions in their respective budgets.
- 2.2 This Agreement shall bind the parties beginning October 1, 2017 with respect to their PEDC FY 2017-2018 budgetary contributions. However, contributions for the FY 2017-2018 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida. In the event the County appropriates additional funds for the Escambia County Sheriff's FY 17/18 budget allocation then the County reserves the right to immediately terminate this Agreement. If terminated by either party prior to the expiration of the term, the Recipient will be reimbursed for eligible expenses incurred through the date of termination but shall not be entitled to any further appropriation payments during the fiscal year.
- 2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.
- 2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provision

- 3.1 Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.
- 3.2 Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 3.3 Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- 3.4 All Prior Agreements Superseded:**
- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
 - (b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 3.5 Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 3.6 Survival:** All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 3.7 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

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

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Jack R. Brown
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

Eric Olson
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 5th day of October, 2017, and the City of Pensacola, by and through its Mayor, duly authorized to execute same by the City of Pensacola City Council on the _____ day of _____, 2017.

COUNTY:

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

By: [Signature]
D.B. Underhill, Chairman

Date: 10/12/2017



ATTEST: Pam Childers
Clerk of the Circuit Court

[Signature]
Deputy Clerk

BCC APPROVED: 10-05-2017

CITY:

The City of Pensacola, a Florida Municipal Corporation

By: _____
Ashton J. Hayward, III, Mayor

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

By: _____
Clerk

By: _____
City Attorney

This document approved as to form and legal sufficiency:

By: [Signature]
Title: SACA
Date: 10/11/17



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-81

City Council

11/9/2017

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers

SUBJECT:

RESOLUTION NO. 17-81 - DESIGNATING JANUARY 12, 2018 AS MENTAL HEALTH AWARENESS DAY

RECOMMENDATION:

That City Council adopt Resolution No. 17-81

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council received a presentation from representatives of the University of West Florida in conjunction with the Student Government Association. This presentation outlined the mental health challenges faced by students in today's society.

A request was made for the City Council to pass a Resolution declaring January 12th as Mental Health Awareness Day in the City of Pensacola.

This item presents that Resolution.

PRIOR ACTION:

October 12, 2017 - Presentation regarding Mental Health Awareness Day.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher - Council Executive

ATTACHMENTS:

- 1) Resolution No. 17-81

PRESENTATION: No

RESOLUTION

NO. 17-81

A RESOLUTION
TO BE ENTITLED:

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

WHEREAS, the City Council recognizes that mental health awareness and mental health services are vital components to those challenged with mental health issues; and

WHEREAS, college students, given the stress and rigors of the educational process are not immune from mental health challenges; and

WHEREAS, studies show that over 1000 suicides are committed on college campuses every year; and

WHEREAS, a recent National College Health Assessment showed that 17% of college students were diagnosed with anxiety; and 13.9% were diagnosed with depression and 86% reported feeling overwhelmed by the expectations of colleges; and

WHEREAS, there is a perceived negative stigma to those diagnosed with depression as well as a fear of social repercussions for those seeking mental health support; and

WHEREAS, the City Council supports the University of West Florida and all 12 of the FSA universities in their desire to reduce the impact of mental health challenges while increasing the mental health awareness and mental health services to those impacted.

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

SECTION 1. That the Pensacola City Council designates January 12, 2018 as Mental Health Awareness Day within the City of Pensacola.

SECTION 2. That the City Council urges the State Legislature to adequately fund mental health services for students in post-secondary education.

SECTION 3. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-17

City Council

11/9/2017

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 adopt Ordinance No. 28-17 on second reading.

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

October 12, 2017 - The City Council voted to approve Ordinance No. 28-17 on first reading.

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. 7-10-175, PROVIDING DEFINITIONS;
REPEALING AND REPLACING SEC. 7-10-177, PROVIDING 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 CLERK'S OFFICE/LEGAL ADS
3RD FLOOR, 222 WEST MAIN STREET
222 W MAIN ST

32502

Published Daily-Pensacola, Escambia County, FL
PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

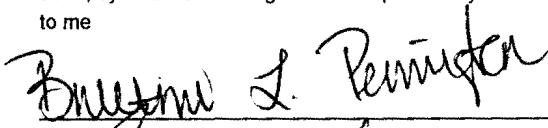
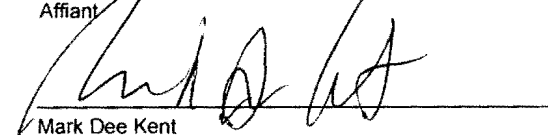
NOTICE OF PROPOSED ORDINA

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

10/30/17

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

Sworn to and Subscribed before me this 30th of October 2017, by Brittini L Pennington who is personally known to me


Affiant

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

Publication Cost: \$186.82
Ad No: 0002500902
Customer No: PNJ-25615500

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 28-17 was presented to the City Council of the City of Pensacola for first reading on Thursday October 12, 2017 and will be presented for final reading and adoption on Thursday, November 9, 2017 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.
The title of the proposed ordinance is as follows:
P.O. #28-17:

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. 7-10-175, PROVIDING DEFINITIONS; REPEALING AND REPLACING SEC. 7-10-177, PROVIDING FOR PERMITS AND FEES; PROVIDING FOR SEVERABILITY; REPEALING A CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.
Legal No. 2500902 1T October 30, 2017



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00160

City Council

11/9/2017

SUBJECT:

CITY ADMINISTRATOR COMMUNICATION

City Administrator Communication - Eric W. Olson
Pensacola Fire Department Presentation - Fire Chief David Allen



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00203

City Council

11/9/2017

SUBJECT:

MONTHLY CRIME REPORT

Police Chief, Tommi Lyter



PENSACOLA POLICE DEPARTMENT

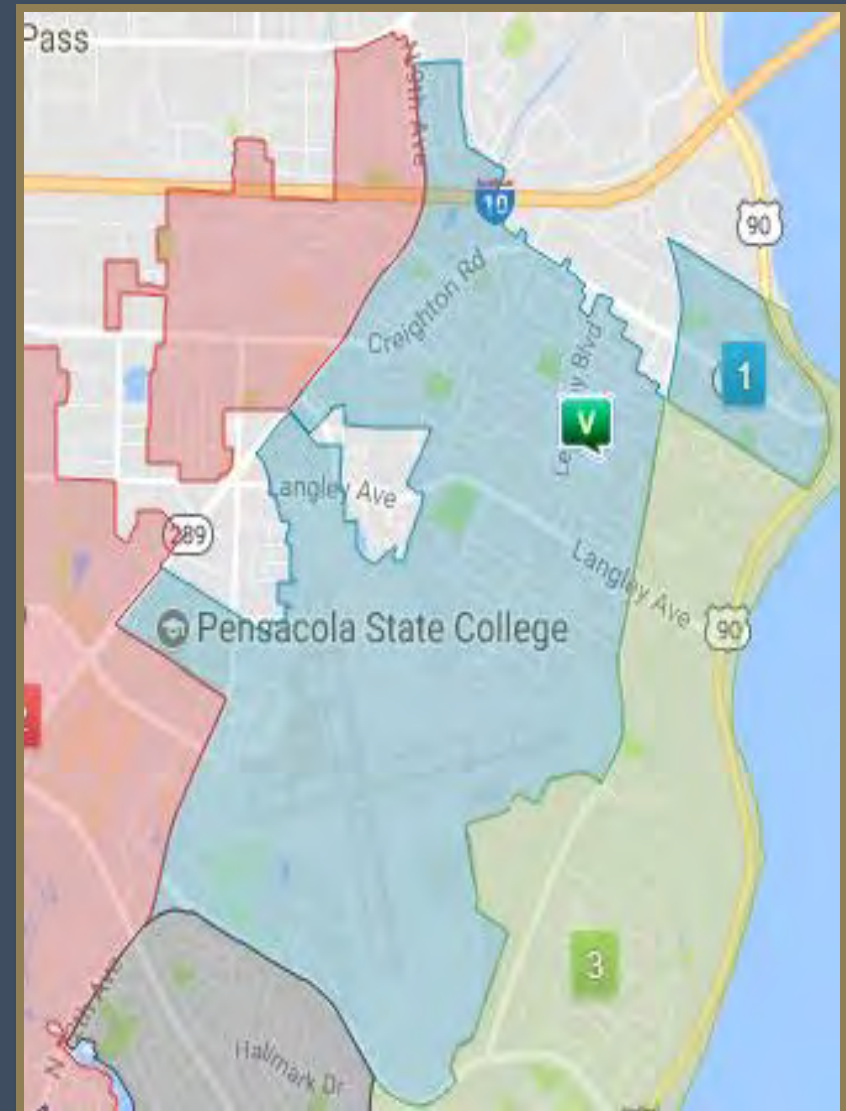
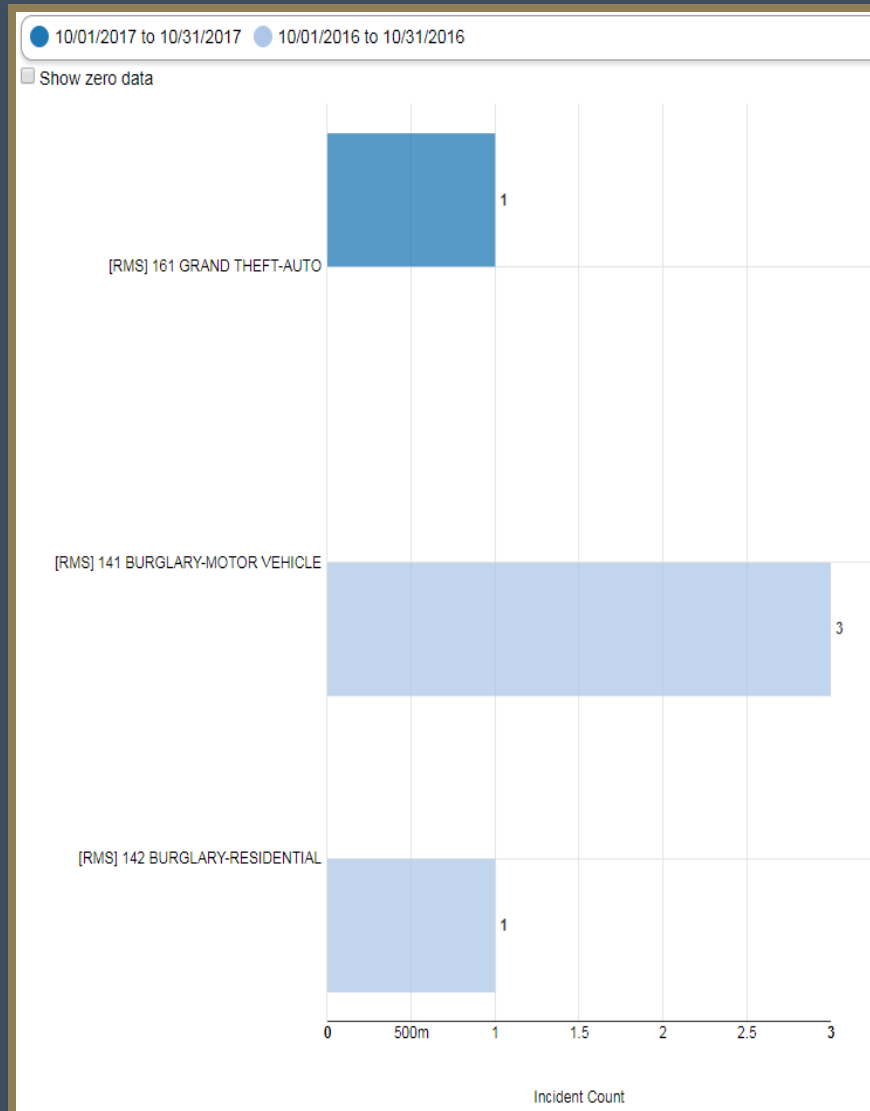
Crime Report
October 2017

October 2016-2017 Comparison- City Limits

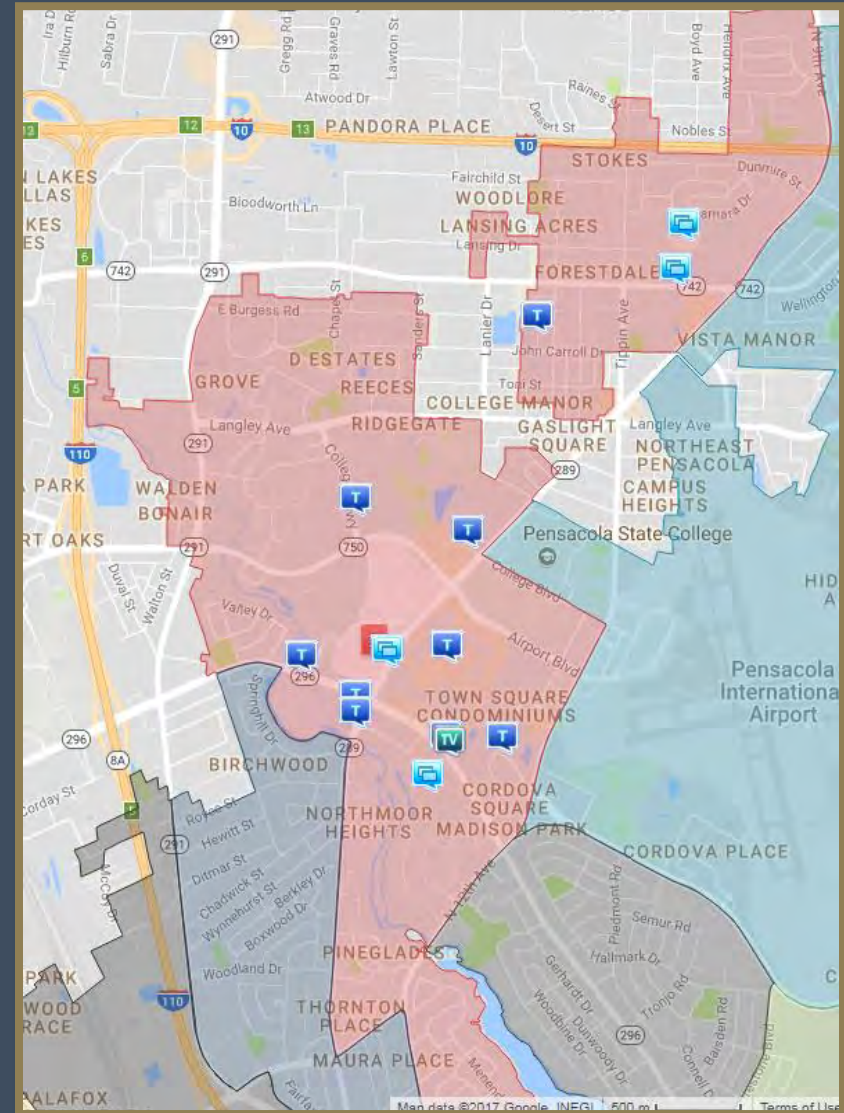
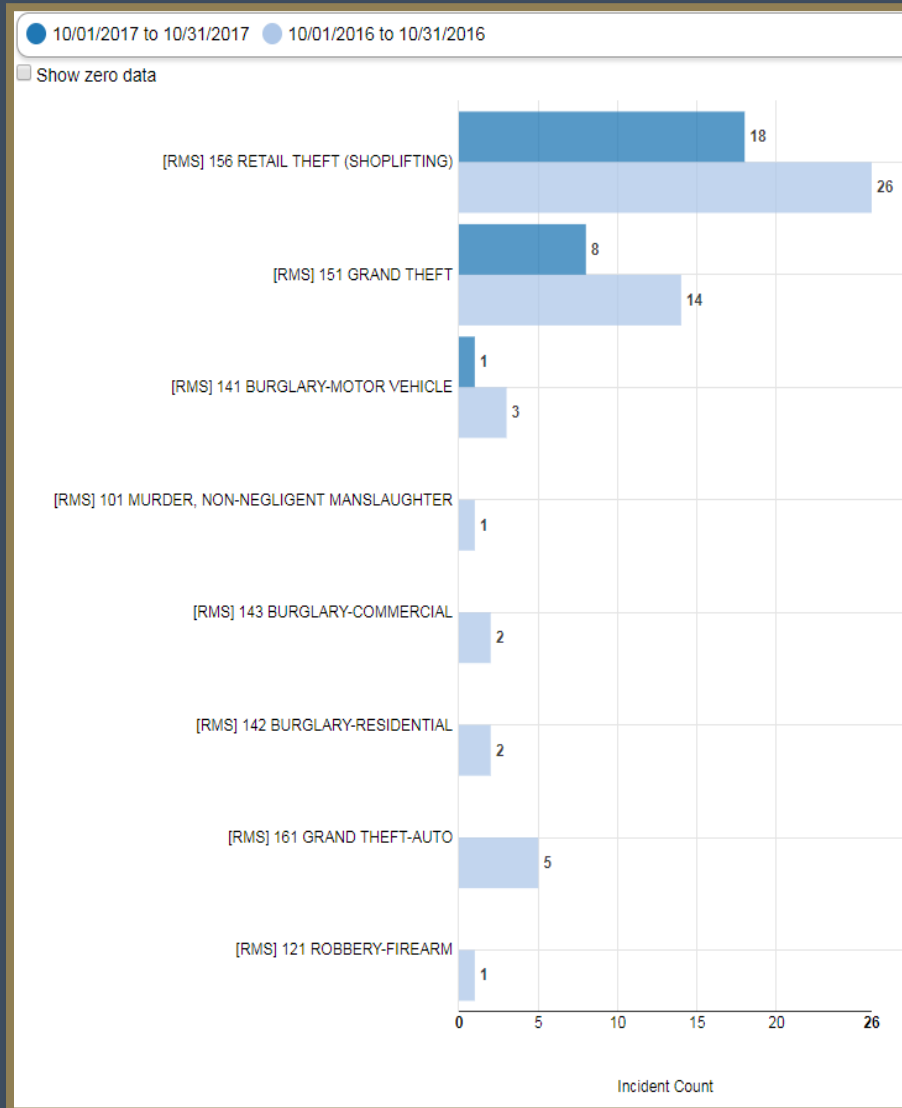
Offense	2016	2017
Homicide	1	0
Robbery W/Firearm	2	1
Robbery w/Knife/Cutting Instrument	0	1
Robbery w/Other Dangerous Instr.	0	1
Strong-Armed Robbery	1	3
Car Jacking	0	0
Aggravated Battery/Assault	15	18
Vehicle Burglary	20	20
Residential Burglary	22	22
Commercial Burglary	5	2
Grand Theft	39	33
Retail Theft	34	41
Grand Theft Auto	11	13

District 1

October 2016-2017 Comparison

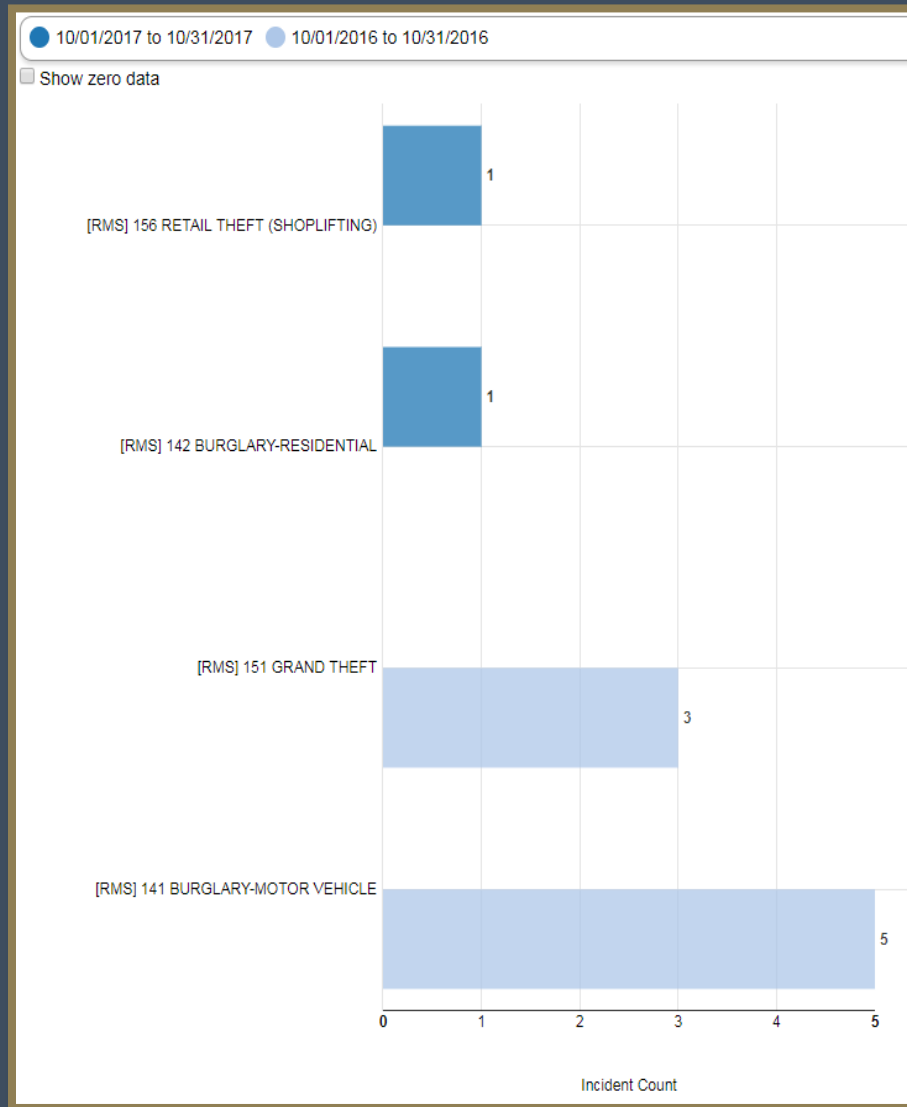


District 2 October 2016-2017 Comparison



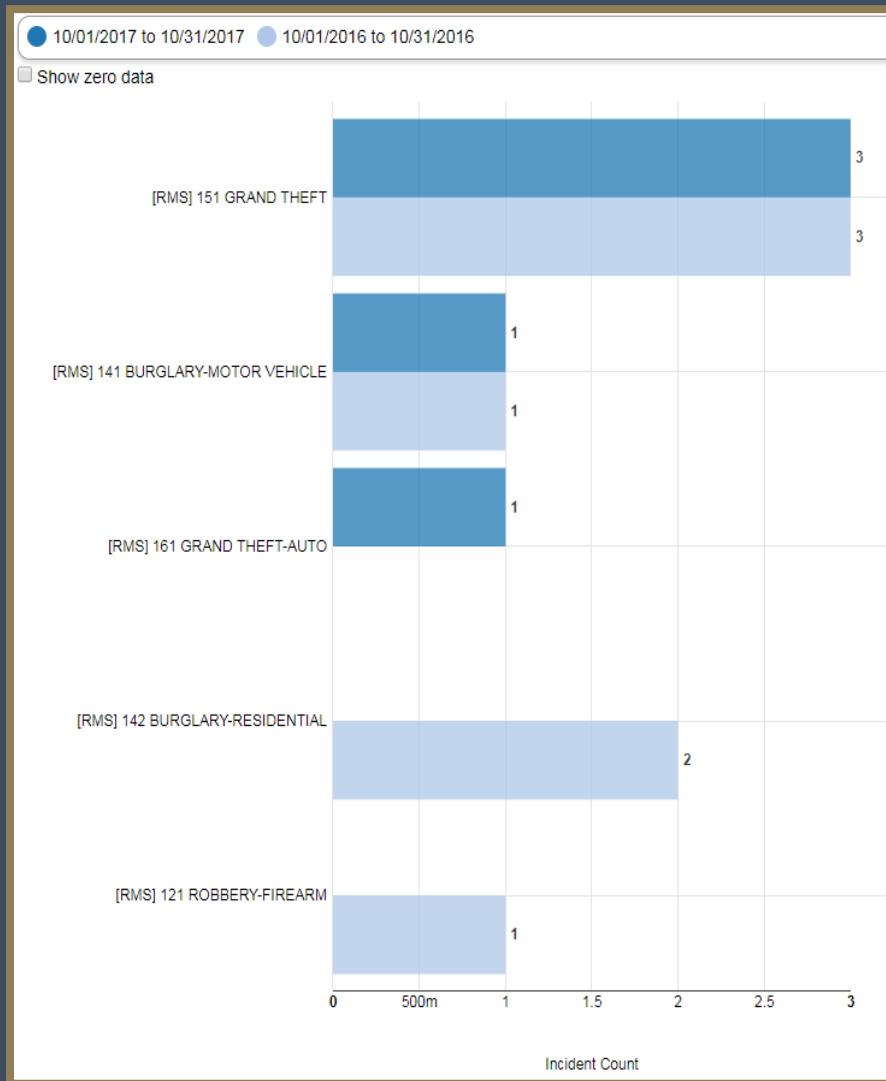
District 3

October 2016-2017 Comparison



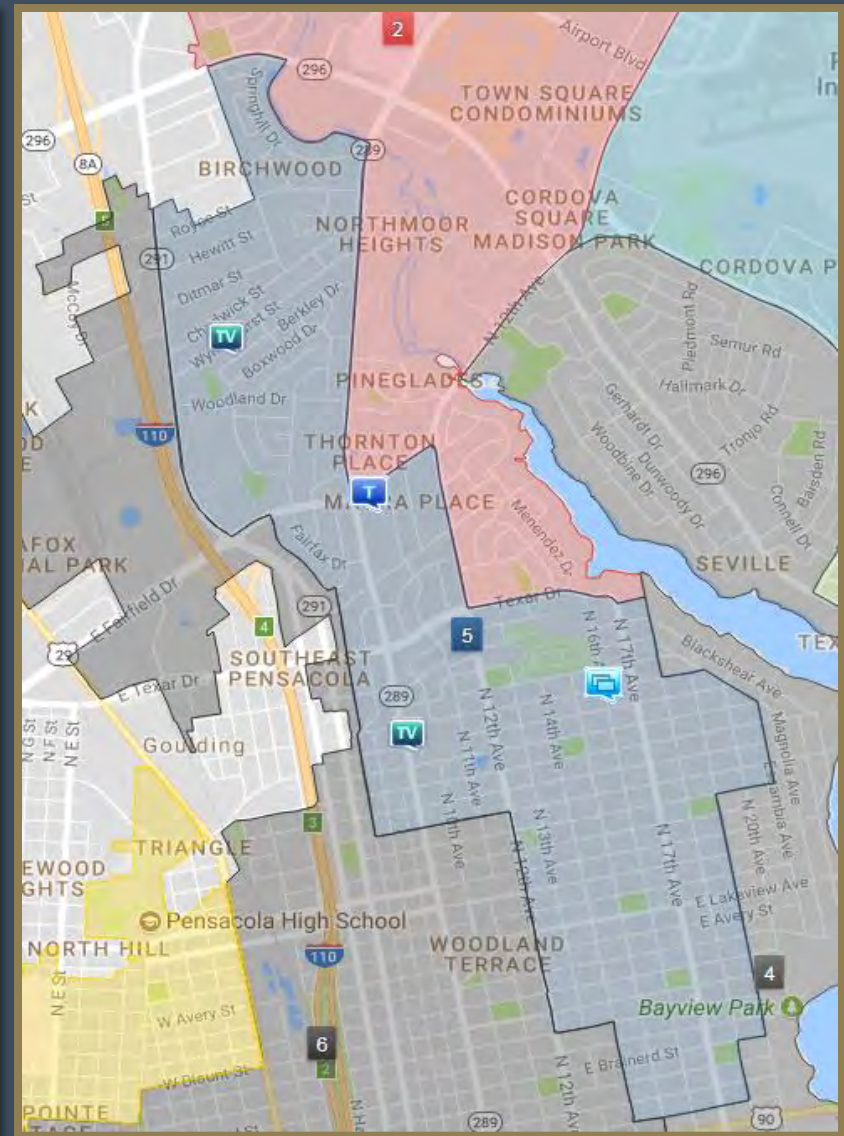
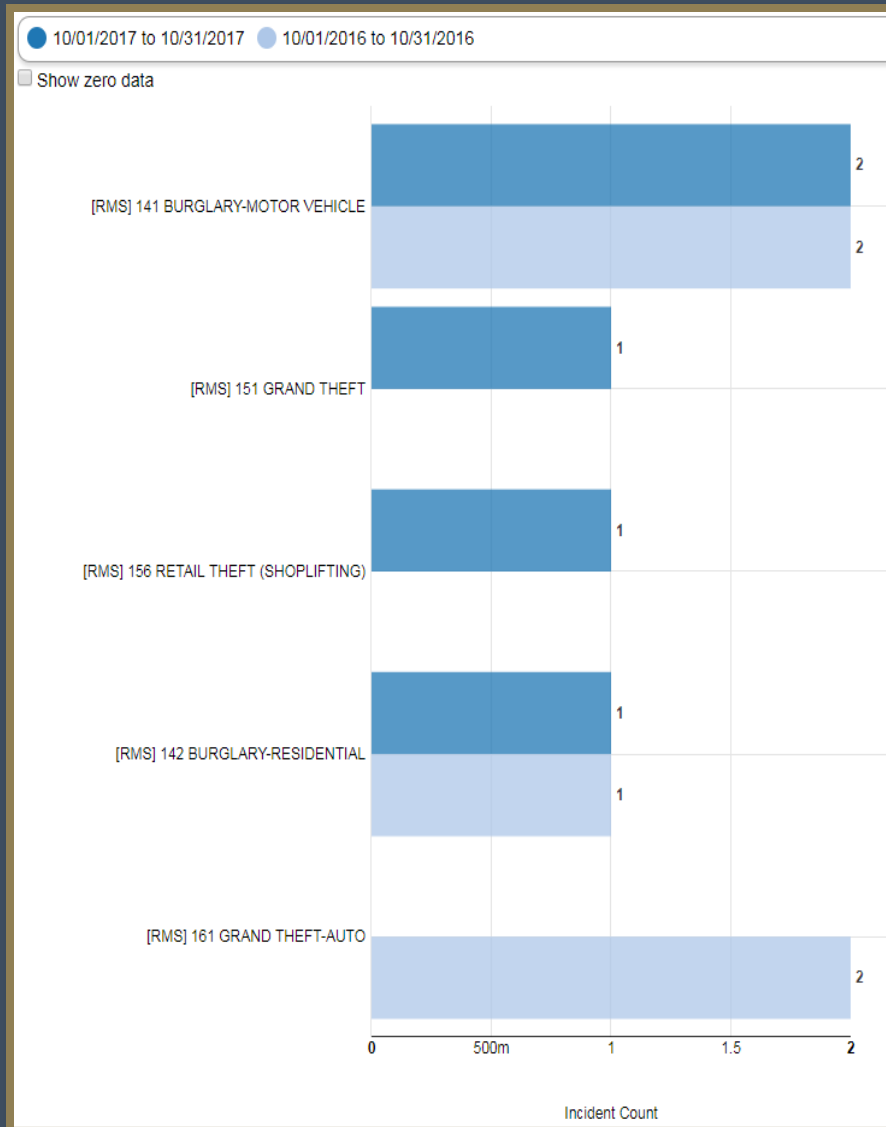
District 4

October 2016-2017 Comparison



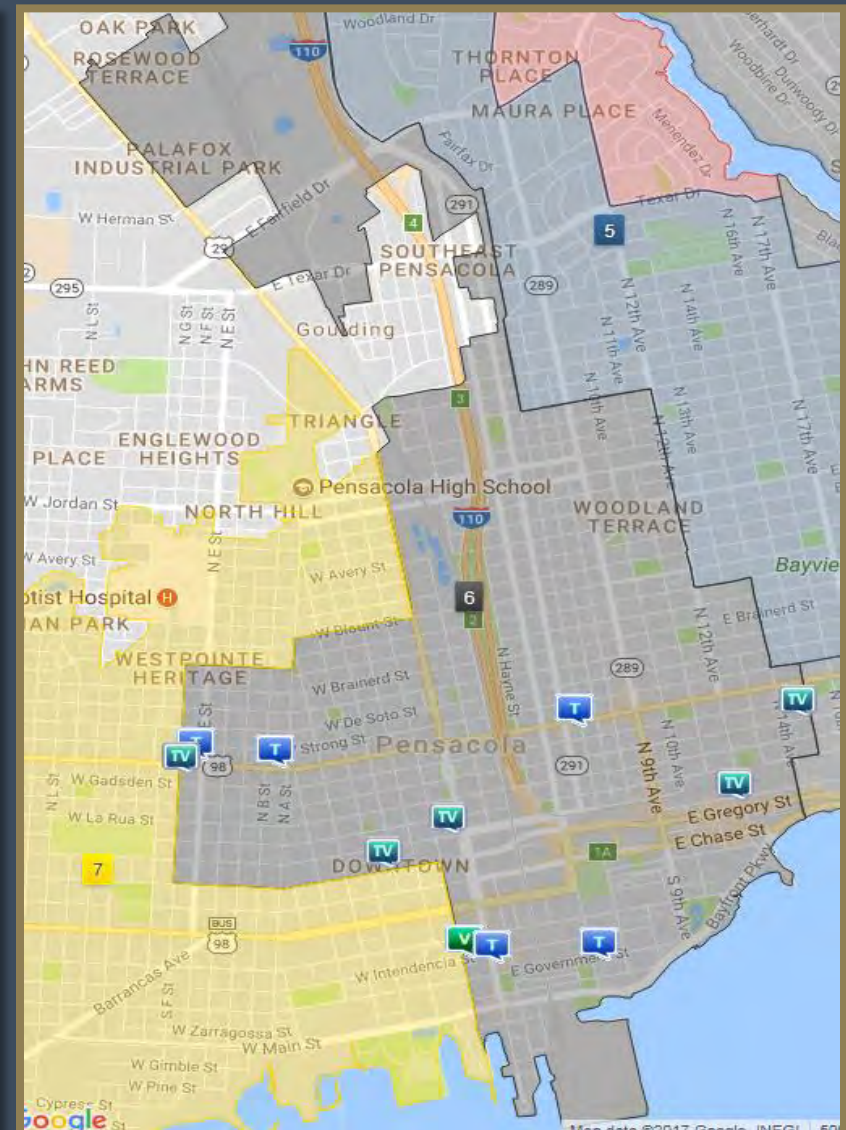
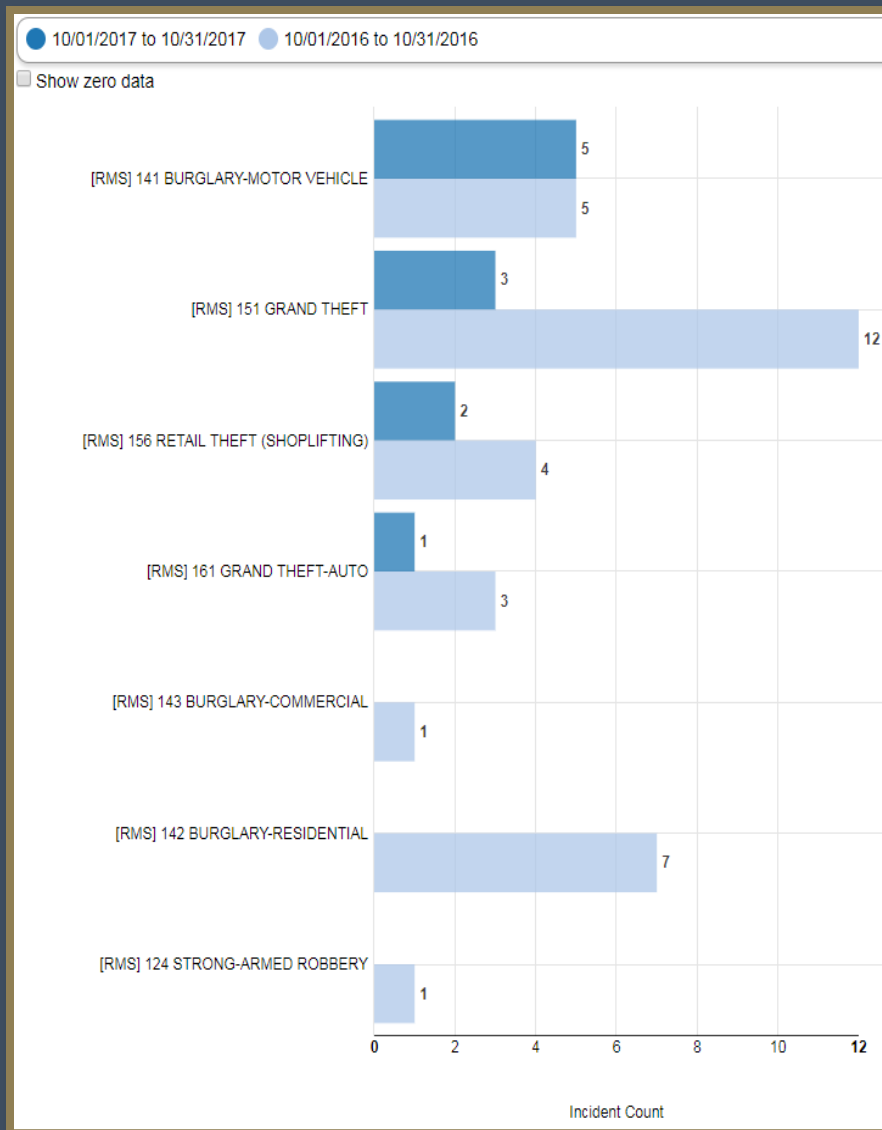
District 5

October 2016-2017 Comparison



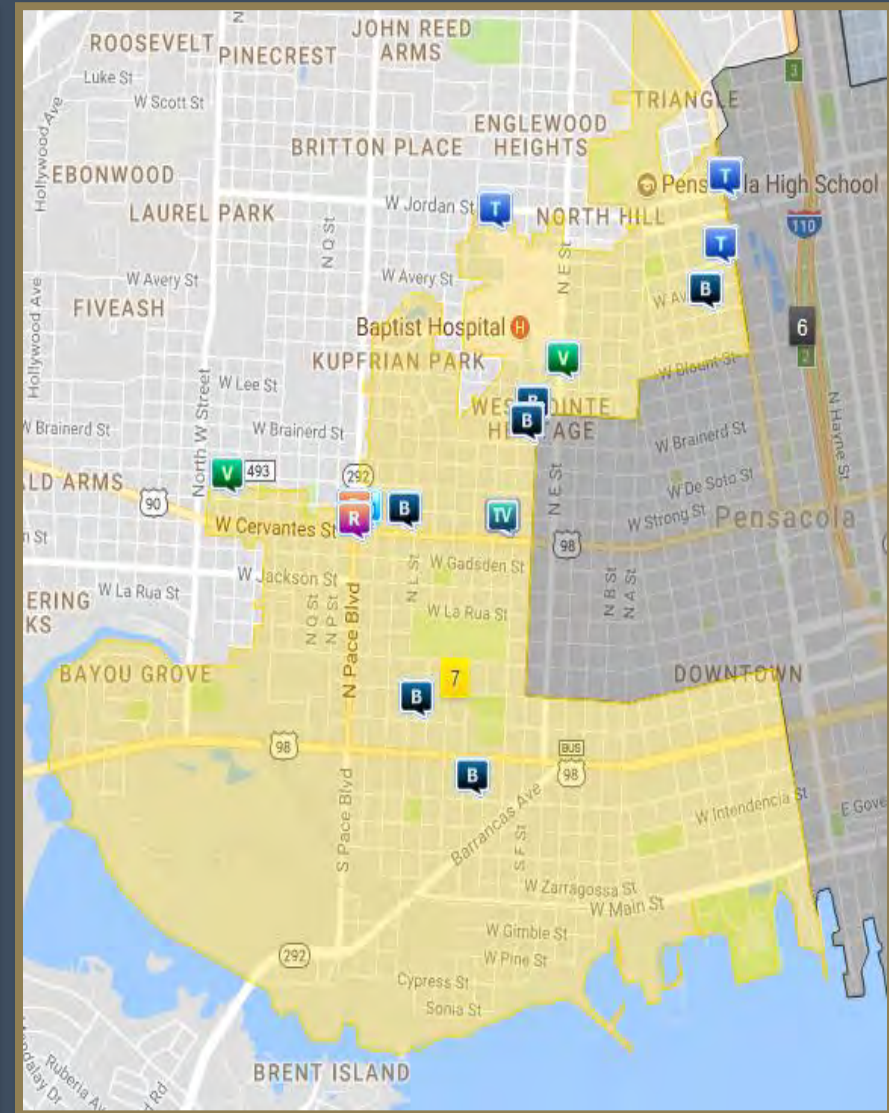
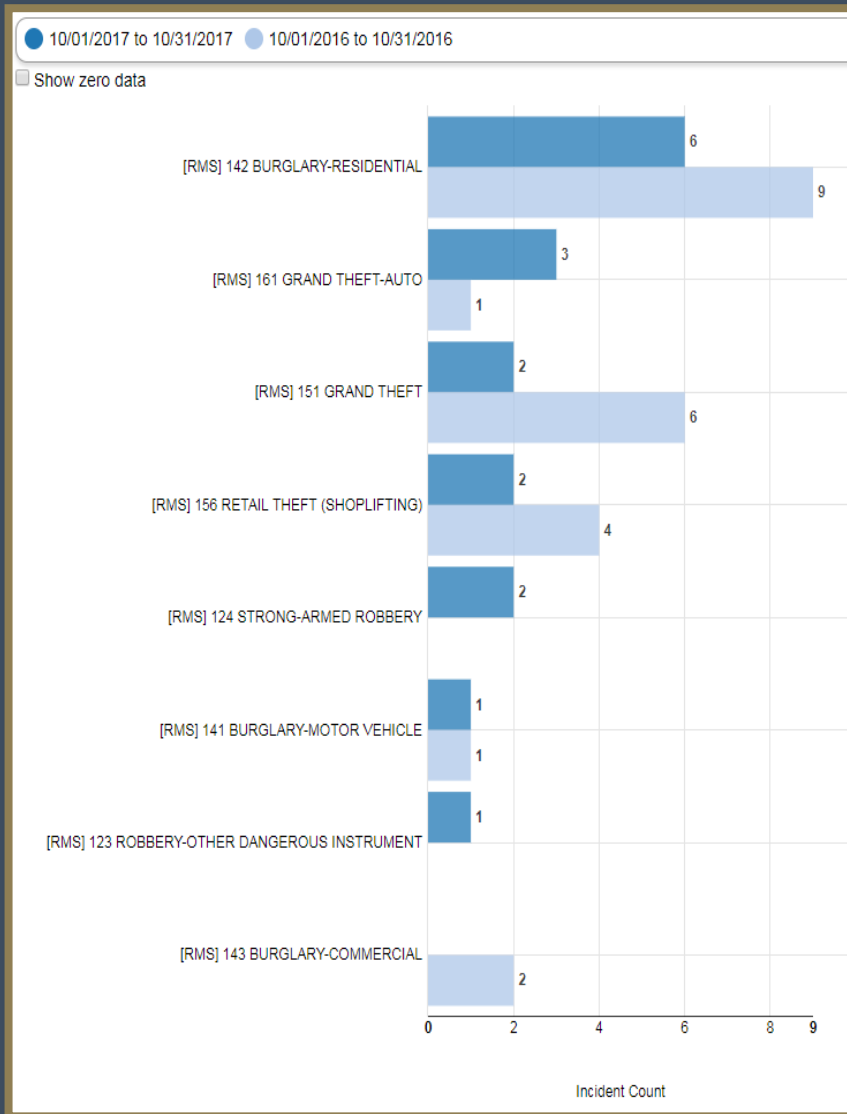
District 6

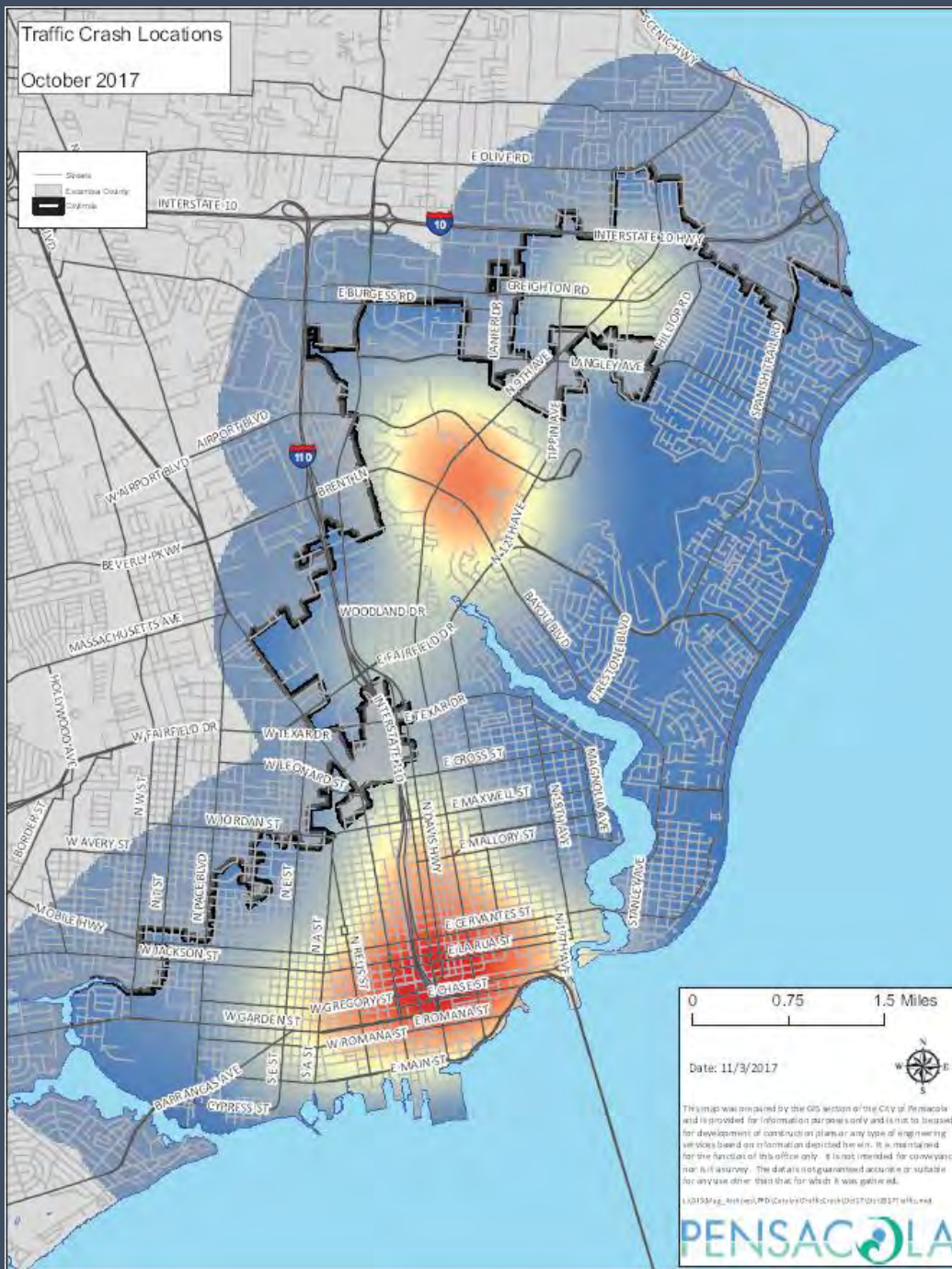
October 2016-2017 Comparison



District 7

October 2016-2017 Comparison





October 2017 Traffic Crash Heat Map

	Oct.'16	Oct. '17
Crashes	176	203
Citations	180	210
Warnings	201	507

*







City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 17-00151

City Council

11/9/2017

SUBJECT:

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.