



City of Pensacola

Agenda Conference

Agenda - Final

Monday, November 9, 2020, 3:30 PM

Council Chambers, 1st Floor

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

The public may also participate via live stream or phone at cityofpensacola.com/428/Live-Meeting-Video. Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 1 P.M.

ROLL CALL

PRESENTATIONS

REVIEW OF CONSENT AGENDA ITEMS

1. [20-00254](#) AWARD OF BID #20-048 SCOTT, YATES, LAKEVIEW, AND STRONG OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

Recommendation: That City Council award Bid #20-048 Scott, Yates, Lakeview, and Strong Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to Roads, Inc. of NWF, of Cantonment Florida, the lowest and most responsible bidder with a base bid of \$489,962.19 plus a 10% contingency in the amount of \$48,996.22 for a total amount of \$538,958.41. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Bid Tabulation, Bid No. 20-048](#)
[Final Vendor Reference List, Bid No. 20-048](#)
[Map-Scott, Yates, Lakeview and Strong Outfalls at Bayou Texar Stormwater Treatment Enhancement Project](#)
[Quantity Sheets, Bid No. 20-048](#)

2. [20-00611](#) WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE
- Recommendation:** That City Council approve the write-off of the uncollectible account of former Airport Concessionaire, Departure Media Inc., in the amount of \$7,756.16.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Accounts Receivable Customer Aging Summary Report as of 10/05/](#)
3. [20-00694](#) WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE
- Recommendation:** That City Council approve the write-off of \$2,340 in unpaid rent due from Southern Grain Company retroactive to Sept. 30, 2020.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Southern Grain Receivables Report](#)
4. [20-00626](#) AMENDMENT OF POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY-4.29-4.30
- Recommendation:** That City Council amend the Policy for Disposition of City Owned Real Property - 4.29-4.30
- Sponsors:** Ann Hill
- Attachments:** [Amendment - Disposition of Surplus Real Property SAW revisions](#)
5. [20-00648](#) DECLARATION AND DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET
- Recommendation:** That City Council declare surplus the northern portion of the real property currently addressed as 711 North Hayne Street (Parcel Reference No. 000S00902012140) and authorize the Mayor to dispose of the property through direct negotiations with the Emerald Coast Utilities Authority (ECUA). Further, that City Council authorize the Mayor to take all actions necessary and execute any contracts or related documents to dispose of the property. Finally, that City Council authorize all net proceeds from the sale of the property be placed in the Housing Initiatives Fund.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [East Tank Map - Potential Property Purchase](#)
 [Aerial and Parcel Info - 711 N Hayne St - PPD Maint](#)

6. [20-00693](#) DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

Recommendation: That City Council approve the disposition of real property located at 100 Blk East Jordan Street (Parcel Ref. No. 000S009010170127) by direct conveyance to the Escambia County Housing Finance Authority (ECHFA), per the terms of their Interlocal Agreement for Urban Infill Housing Development Initiatives with the City of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents in the disposition of the property.

Sponsors: Grover C. Robinson, IV

Attachments: [Council Action Approving Surplus - 09-10-2020](#)
 [Appraisal - 100 Blk E Jordan St](#)
 [100 Blk E Jordan St – Aerial from PA website](#)
 [Interlocal Agreement with ECHFA](#)
 [Letter of Interest from ECHFA](#)

7. [20-00699](#) DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

Recommendation: That City Council approve the disposition of the real property located at 113 West Jordan Street (Parcel Ref. No. 000S009010012120) via sale in the amount of \$2,500 plus coverage of closing costs to Robert L. Hardy, Sr., which staff has determined to be a fair offer. Further, that City Council authorize the Mayor to take all actions necessary to execute any deeds, contracts or subsequent documents related to the disposition of this property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility (Pensacola Energy) Fund.

Sponsors: Grover C. Robinson, IV

Attachments: [Council Action Approving Surplus - 10-22-2020](#)
 [Offer and Correspondence from Robert Hardy](#)
 [Aerial and Parcel Info - 113 W Jordan St](#)
 [Appraisal - 113 W Jordan St](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

8. [20-00641](#) PUBLIC HEARING: ZONING MAP AND FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY
- Recommendation:** That City Council conduct a Public Hearing on November 12, 2020, to consider the request to amend the Zoning Map and Future Land Use Map for property located in the 4406 N. Davis Highway.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Planning Board Rezoning Application](#)
 [Planning Board Minutes October 13 2020 DRAFT](#)
 [Future Land Use Map October 2020](#)
 [Zoning Map October 2020](#)
 [Proposed Ordinance No. 45-20](#)
 [Proposed Ordinance No. 46-20](#)
9. [45-20](#) PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY
- Recommendation:** That City Council approve Proposed Ordinance No. 45-20 on first reading:
- AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 45-20](#)
 [Planning Board Rezoning and FLUM Application](#)
 [Planning Board Minutes October 13 2020 DRAFT](#)
 [Future Land Use Map October 2020](#)

10. [46-20](#) PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY
- Recommendation:** That City Council approve Proposed Ordinance No. 46-20 on first reading:
- AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 46-20](#)
[Planning Board Rezoning and FLUM Application](#)
[Planning Board Minutes October 13 2020 DRAFT](#)
[Zoning Map October 2020](#)
11. [20-00632](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - LANIER PLACE SUBDIVISION
- Recommendation:** That City Council conduct a quasi-judicial hearing on November 12, 2020, to consider approval of the Final Subdivision Plat, Lanier Place Subdivision.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Lanier Place Subdivision Preliminary and Final Plat Application](#)
[Planning Board Minutes October 13 2020 DRAFT](#)
12. [20-00628](#) PORT - SIDDIQI INVESTMENTS LLC 750 COMMENDENCIA LEASE AGREEMENT
- Recommendation:** That City Council authorize the Mayor to finalize and execute the Lease Agreement with Siddiqi Investments, LLC for a portion of the Port's parking lots located at 750 Commendencia (surface lots bordered by Cedar Street to the north, Jefferson Street to the west and Commendencia Street to the east) and take all actions necessary to administer the Lease Agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Project Terrace Property Lease](#)

13. [20-00728](#) LEASE OF AMTRAK BUILDING & PARKING LOT TO MONUMENT TO WOMEN VETERANS INC.
- Recommendation:** That City Council authorize the Mayor to enter lease negotiations with Monument to Women Veterans, Inc. for the lease of the Amtrak building and parking lot and that City Council authorize the method of disposition as “direct negotiation.” Further, that once negotiated, City Council authorize the Mayor to take all actions necessary to execute and administer the Lease Agreement.
- Sponsors:** Jewel Cannada-Wynn
- Attachments:** [Women's Veterans Lease draft w updates](#)
 [Sunbiz Info 11-2020](#)
14. [20-00727](#) RELEASING ALLOCATED FUNDING TO THE HUMAN RELATIONS COMMISSION
- Recommendation:** That City Council authorize the release of allocated funds to the Human Relations Commission in the amount of \$78,500.
- Sponsors:** Jewel Cannada-Wynn
15. [20-00730](#) APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE M. WESTON AUDUBON SOCIETY AND THE CITY OF PENSACOLA, PERTAINING TO TREE AND VEGETATIVE PLANTINGS AND MAINTENANCE AT BRUCE BEACH.
- Recommendation:** That the City Council approve a Memorandum of Understanding with the M. Weston Audubon Society and the City of Pensacola for Tree and Vegetative Plantings and Maintenance at Bruce Beach.
- Sponsors:** Jared Moore
- Attachments:** [MOU Audubon Society](#)

16. [20-00706](#) FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM:
LOCAL SOLICITATION

Recommendation: That City Council accept the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$21,583. Further, that City Council ratify the Mayor's action taken to accept the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Award 2020-DJ-BX-0551](#)
[Budget Summary](#)
[Application for Federal Assistance SF-424](#)
[CEO Certification 2020](#)
[Supplemental Budget Resolution No. 2020-57](#)
[Supplemental Budget Explanation No. 2020-57](#)

17. [2020-57](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-57 - FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2020-57](#)
[Supplemental Budget Explanation No. 2020-57](#)

18. [2020-53](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-53 - FINAL AMENDMENT TO THE FISCAL YEAR 2020 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-53.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2020-53](#)
[Supplemental Budget Explanation No. 2020-53](#)

19. [2020-56](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-56 - FY 2021
ENCUMBRANCE CARRYOVER BUDGET RESOLUTION
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2020-56.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2020-56](#)
[Supplemental Budget Explanation No. 2020-56](#)
20. [48-20](#) PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF
THE CODE OF THE CITY OF PENSACOLA, RELATED TO PROVIDING
RESTRICTIONS ON THE WOODED AREA OF HITZMAN-OPTIMIST PARK.
- Recommendation:* That City Council adopt Proposed Ordinance No. 48-20 on first reading:
- AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance 48-20](#)
[Exhibit A](#)

FOR DISCUSSION

21. [20-00711](#) ENFORCEMENT OF NOISE ORDINANCES AND STATUTES
- Sponsors:* Sherri Myers
- Attachments:* [IMG 7841](#)
22. [20-00719](#) UPDATE ON MONUMENT LOCATED AT FLORIDA SQUARE (FKA) LEE
SQUARE, REMOVAL, STORAGE AND FUTURE PLAN
- Sponsors:* Sherri Myers
23. [20-00726](#) PROPOSED EMERALD COAST UTILITIES AUTHORITY (ECUA) 70'
STORAGE TANK NEAR 1810 BARRANCAS
- Sponsors:* Jewel Cannada-Wynn
- Attachments:* [Letter from Mayor Robinson & Response from Bruce Woody re ECU](#)

CONSIDERATION OF ANY ADD-ON ITEMS

READING OF ITEMS FOR COUNCIL AGENDA**COMMUNICATIONS****CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00254

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID #20-048 SCOTT, YATES, LAKEVIEW, AND STRONG OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

RECOMMENDATION:

That City Council award Bid #20-048 Scott, Yates, Lakeview, and Strong Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to Roads, Inc. of NWF, of Cantonment Florida, the lowest and most responsible bidder with a base bid of \$489,962.19 plus a 10% contingency in the amount of \$48,996.22 for a total amount of \$538,958.41. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this project is to provide stormwater treatment for three currently untreated drainage sub-basins within the Bayou Texar Watershed. This treatment will be provided by fitting the underground stormwater conveyance systems with three proprietary underground treatment units and associated manholes. This project is consistent with current technology for stormwater retrofit treatment and is part of an ongoing program utilized throughout the City to improve water quality of area waterways.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 704,000.00

Actual: \$ 489,962.19 Construction Contract
48,996.22 10% Contingency
67,248.63 Engineering Design/Permitting/Surveying (Completed)
25,000.00 Engineering Management/Inspection (Estimate)
5,000.00 Construction Testing/Misc. (Estimate)

\$ 636,207.04 TOTAL

FINANCIAL IMPACT:

The total budget for this project is \$704,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$65,796.55 has been expended for completed items relate to Surveying Engineering Design, Studies, and Permitting, leaving a balance of \$638,203.45. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

10/9/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 20-048
- 2) Final Vendor Reference List, Bid No. 20-048
- 3) Map-Scott, Yates, Lakeview and Strong Outfalls at Bayou Texar Stormwater Treatment Enhancement Project
- 4) Quantity Sheets, Bid No. 20-048

PRESENTATION: No

TABULATION OF BIDS

BID NO: 20-048

TITLE: SCOTT, YATES, LAKEVIEW AND STRONG OUTFALLS AT BAYOU TEXAR

SUBMITTALS DUE: September 9, 2020, 2:30 P.M.	ROADS, INC. OF NWF	J. MILLER CONSTRUCTION, INC.
DEPARTMENT: Engineering	Cantonment, FL	Pensacola, FL
Base Bid	\$489,962.19	<i>non-responsive</i>
M/WBE Participation	5.1%	
Attended Prebid	Yes	

FINAL VENDOR REFERENCE LIST
SCOTT, YATES, LAKEVIEW AND STRONG OUTFALLS AT BAYOU TEXAR
ENGINEERING

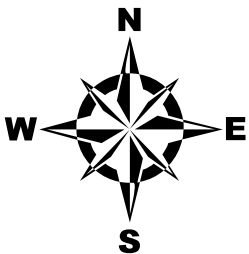
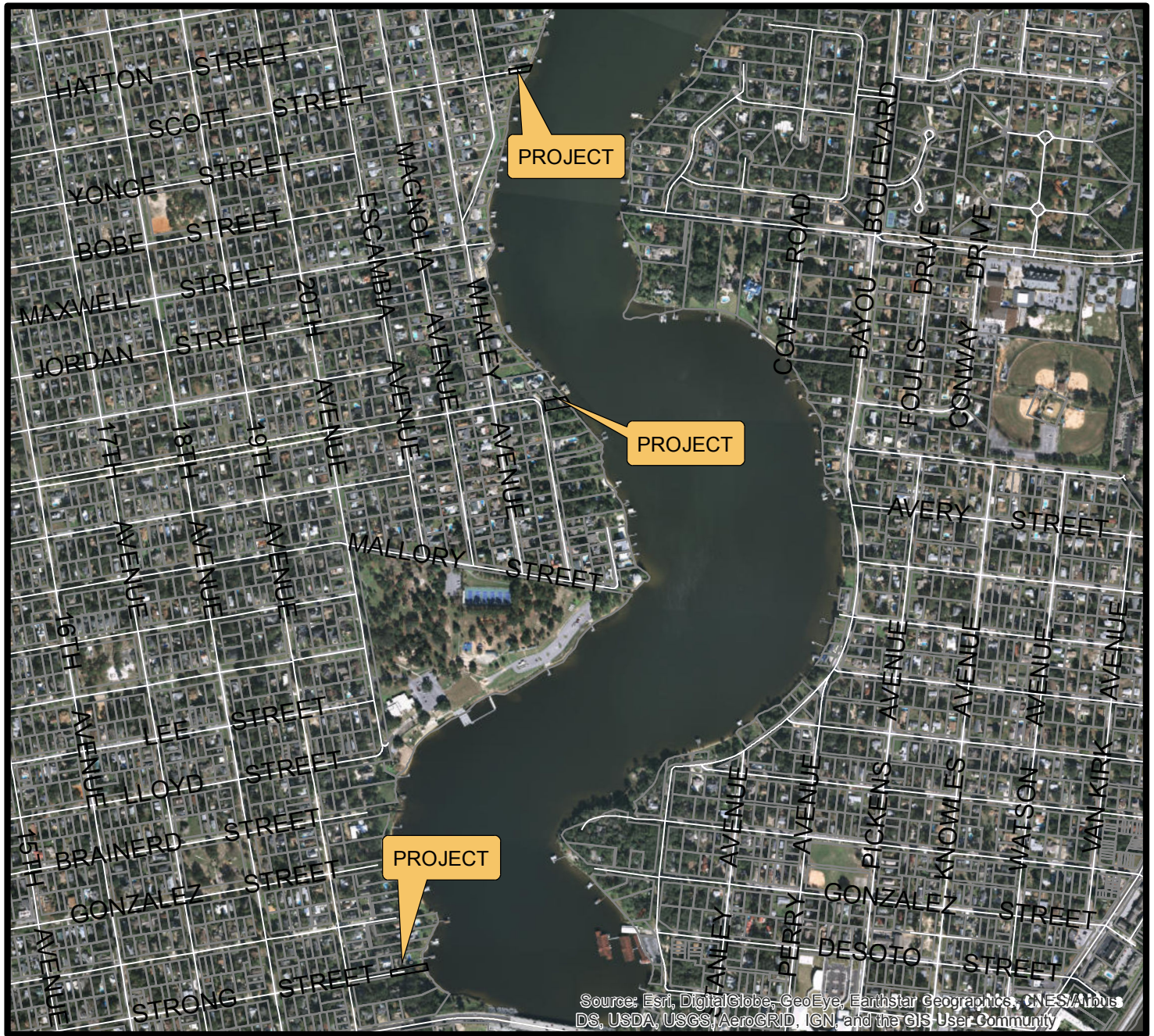
Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
002504	BARNES FEED STORE INC	8650 NORTH PALAFOX HWY	PENSACOLA	FL	32534	Y
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	3372 CAPITAL CIR NE	TALLAHASSEE	FL	32308	
050107	CANTONMENT BUILDING MATERIALS INC	990 HIGHWAY 29 N	CANTONMENT	FL	32533	
042045	CHAUVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
079502	COLDWATER COMMERCIAL AND INDUSTRIAL LLC	5919 ALLENTOWN RD	MILTON	FL	32570	
071766	CONSTRUCTION MANAGEMENT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
032452	CROSS ENVIRONMENTAL SVCS INC	P O BOX 1299	CRYSTAL	FL	33524	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
039109	FRANK KELLY INDUSTRIAL SALES	744 E BURGESS RD A105	PENSACOLA	FL	32504	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	

FINAL VENDOR REFERENCE LIST
SCOTT, YATES, LAKEVIEW AND STRONG OUTFALLS AT BAYOU TEXAR
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	3900 KENNESAW 75 PKWY STE 100	KENNESAW	GA	30144	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE BEACH	FL	32566	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
077706	RANGER ENVIRONMENTAL SERVICES	10601 HWY 43	CREOLA	AL	36525	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
066848	TALCON GROUP LLC	156 DUPONT ROAD	HAVANA	FL	32333	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 83

BAYOU TEXAR OUTFALLS E. SCOTT, YATES, LAKEVIEW & STRONG STREET STORMWATER TREATMENT ENHANCEMENT PROJECT



PENSACOLA
THE UPSIDE *of* FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

Bid No. 20-048

**SCOTT, YATES, LAKEVIEW, AND STRONG STREET OUTFALLS AT BAYOU TEXAR PROJECT
QUANTITY SHEET**

Roads Inc

No	Category	Quant	Unit	Unit Price	Total Cost
SITE WORK					
1	Mobilization and Demobilization	1	LS	45,150.00	\$ 45,150.00
2	Erosion Control* (incl. silt fence, outlet protection, haybales, sand bags, turbidity barrier, by-pass piping, by-pass pumping, etc.)	1	LS	31,581.82	\$ 31,581.82
3	Demolition/Layout (To include all demolition and clearing/grubbing)	1	LS	24,833.78	\$ 24,833.78
4	Dewatering (incl. any pumping, grading of sump and/or channels to detain water during construction, includes generic permitting, water testing, sediment control, treatment, etc.)	1	LS	20,681.92	\$ 20,681.92
5	Maintenance of Traffic (FDOT Standards)	1	LS	2,285.46	\$ 2,285.46
STORMWATER					
6	18" Class III RCP	288	LF	54.98	\$ 15,834.24
7	Double Type A Curb Inlet (New Structure Top & Bottom)	1	EA	9,379.90	\$ 9,379.90
8	Double Type A Curb Inlet w/ Flume to Access Side Throat (New Structure Top &	2	EA	9,631.44	\$ 19,262.88
9	Concrete Headwall w/ Rip Rap Pad (S-14)	1	EA	7,259.93	\$ 7,259.93
10	5' Diameter Storm Junction Box	4	EA	4,798.89	\$ 19,195.56
11	5' Diameter Junction Box w/ Diversion Weir	2	EA	5,250.80	\$ 10,501.60
12	4'x7' Junction Box w/ Diversion Weir (S-2)	1	EA	18,462.64	\$ 18,462.64
13	Contech 7000 Unit (S-10)	1	EA	61,144.74	\$ 61,144.74
14	Contech VX16000 (S-7)	1	EA	110,232.55	\$ 110,232.55
15	Aquashield AS-9 Treatment Unit	1	EA	60,516.24	\$ 60,516.24
ROAD WORK					
16	Mill 1"	198	SY	10.29	\$ 2,037.42
17	Overlay 1" SP 9.5 Asphalt	198	SY	20.35	\$ 4,029.30
18	2" SP 12.5 Asphalt	200	SY	24.77	\$ 4,954.00
19	6" Graded Aggregate Base	200	SY	24.46	\$ 4,892.00
20	18" Type B Stabilization	200	SY	8.89	\$ 1,778.00
21	4" Thick #57 Stone Temporary Driveway	62	SY	28.26	\$ 1,752.12
22	Type B Curb and Gutter (Match Existing)	122	LF	27.93	\$ 3,407.46
23	2' Tall (Total) and 6" Thick Conc. Kneewall	44	LF	53.33	\$ 2,346.52
SHRUBS, GROUND COVER, AND SOD					
24	Sod - Match Existing Species	565	SY	8.20	\$ 4,633.00
25	Replace Existing Landscaping - Match Existing Species	1	LS	3,809.11	\$ 3,809.11
BASE BID TOTAL					\$ 489,962.19



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00611

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

RECOMMENDATION:

That City Council approve the write-off of the uncollectible account of former Airport Concessionaire, Departure Media Inc., in the amount of \$7,756.16.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Airport entered into an Airport Terminal Complex Advertising Concession Agreement with Departure Media, Inc. on December 14, 2012. For the period of January 2018, terminal advertising fees remain unpaid. Multiple attempts to collect the outstanding balance were made. The Airport is now requesting permission to write-off the customer's balance. The City's Financial Planning and Administration policy provides that all non-utility accounts receivable in amounts in excess of \$1,000, and in which a lien has not been filed, be submitted to City Council for approval before being written off.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Departure Media Inc. owed \$7,756.16 in advertising fees for the month of January 2018. This amount was recorded as a bad debt expense in FY 2018. There is no financial impact in FY 2020.

CITY ATTORNEY REVIEW: Yes

10/9/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Accounts Receivable Customer Aging Summary Report as of 10/05/2020

PRESENTATION: No

Phone:[illegible]

Over 120 days



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00694

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE

RECOMMENDATION:

That City Council approve the write-off of \$2,340 in unpaid rent due from Southern Grain Company retroactive to Sept. 30, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

During 2017 and 2018, Southern Grain Company, a now-defunct Pensacola-based woodworking & furniture-making business, rented space inside the Port of Pensacola's Educational Programs and Cottage Industry Incubator located in Port Warehouse #8 for a small woodworking shop. They currently have \$2,340 in unpaid fees. Multiple attempts to collect this outstanding balance have been made, but payment has not been collected as of today.

It is management's opinion that collection is unlikely and requests permission to write off the customer's balance. The City's Financial Planning and Administrative Policy provides that all non-utility accounts receivable in excess of \$1,000 and in which a lien has not been filed be submitted to City Council for approval before being written off.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Current past due fees total \$2,340. The write-off will not impact FY20 revenues to the Port as the amount was recorded as a bad debt expense in FY19.

CITY ATTORNEY REVIEW: Yes

10/22/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker Jr., Deputy City Administrator - Administration & Enterprises

Amy Miller, Port Director

ATTACHMENTS:

- 1) Southern Grain Receivables Report

PRESENTATION: No

Billing Category: 207 STORAGE

Doc date	Due Date	Doc No	Customer	Bill Amt	Adj Amt	Paid Amt	Message
7/15/2018	8/14/2018	0138974	005663 SOUTHERN GRAIN COMPANY	1,260.00	1,260.00	0.00	Age: 808
8/15/2018	9/14/2018	0139413	005663 SOUTHERN GRAIN COMPANY	360.00	360.00	0.00	Age: 777
9/15/2018	10/15/2018	0139822	005663 SOUTHERN GRAIN COMPANY	360.00	360.00	0.00	Age: 746
9/27/2018	11/10/2018	0140079	005663 SOUTHERN GRAIN COMPANY	360.00	360.00	0.00	Age: 734
207 category totals:				2,340.00	2,340.00	0.00	
				Bill 4	Paid: 0	Void: 0	
Grand Totals:				2,340.00	2,340.00		
				Bill 4	Paid: 0	Void: 0	
				Credit 0			



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00626

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Ann Hill

SUBJECT:

AMENDMENT OF POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY-4.29-4.30

RECOMMENDATION:

That City Council amend the Policy for Disposition of City Owned Real Property - 4.29-4.30

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item seeks to amend the current Policy for the Disposition of City Owned Real Property by including a Historic Review as part of the process and cleaning up the policy to be current, clearer and more readable.

PRIOR ACTION:

January 13, 2000 - Policy adopted by City Council

November 21, 2002 - Policy revised by City Council

September 13, 2007 - Policy Revised by City Council

August 21, 2010 - Amended by Resolution with an effective date of January 10, 2011 (change in form of government)

February 9, 2017 - City Council approved the Lot Purchase Program to the policy

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Amendment - Disposition of Surplus Real Property_SAW revisions

PRESENTATION: No

POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY -

Adopted by Council Action January 13, 2000. Revised November 21, 2002 & September 13, 2007; Amended by Resolution August 21, 2010 effective Noon, January 10, 2011; Amended by Council Action February 9, 2017.

The following guidelines apply to the disposition of City-owned property by sale or lease ~~other than at the airport or port~~, excluding property that is part of the Pensacola International Airport or the Port of Pensacola. This policy does not affect vacations of City rights-of-way or City easements.

Types of Disposal by Sale or Lease

- A. Open Bid
- B. Request for Proposal (RFP)
- C. Direct Negotiation
- D. Economic Development Option
- E. Housing Department's Residential Lot Purchase program

Process

The process for disposition of City property by sale or lease is as follows:

1. The Mayor identifies City property as (1) surplus property that is available for disposal, or (2) under-utilized property that is available for development or tenancy. The Mayor then recommends to City Council ~~through the appropriate committee~~ a method for identifying a purchaser, developer, or tenant ~~transaction~~ (open bid, RFP, direct negotiation, economic development direct negotiation, or Housing Department's Residential Lot Purchase program).
- ~~2. City Council confirms property availability and determines the transaction method as outlined below.~~
- ~~3. Open Bid Option:~~
 - ~~• Obtain appraisal.~~
 - ~~• Notify property owners within 300 foot radius~~
 - ~~• Prepare bid specifications.~~
 - ~~• Accept public sealed bids.~~
 - ~~• Council accepts or rejects bid.~~
- ~~4. RFP Option:~~
 - ~~• Obtain appraisal.~~
 - ~~• Notify property owners within 300 foot radius.~~
 - ~~• Identify development or utilization criteria based on comprehensive plan, master plans, economic or market conditions, impact on adjacent neighborhoods, neighborhood input, and physical characteristics of property.~~
 - ~~• Prepare RFP requirements and specifications.~~
 - ~~• Accept public sealed proposal(s).~~
 - ~~• Council accepts or rejects proposal(s).~~
- ~~5. Direct Negotiation Option:~~
 - ~~• Obtain appraisal (unless property is of little or no value).~~
 - ~~• Notify property owners within 300 foot radius.~~
 - ~~• Administration negotiates agreement.~~
 - ~~• Council accepts or rejects bid.~~

~~6. Economic Development Option:~~

- ~~• Obtain appraisal (unless property is of little or no value).~~
- ~~• Notify property owners within 300 foot radius.~~
- ~~• Minimum Qualifying Criteria:~~
 - ~~☐ Will result in the creation of new jobs in the City, and~~
 - ~~• Will substantially enhance the economic health of the City by creating jobs with an average salary of at least 130% of average annual Pensacola MSA Wages according to the Florida Agency for Workforce Innovation, and~~
 - ~~☐ The new jobs created are in a Qualified Targeted Industry (QTI) approved by the Florida Office of Trade, Tourism and Economic Development as prescribed in F.S. 288.106, and~~
 - ~~☐ The company that will benefit from the sale or lease of publicly owned land must demonstrate that over 50 percent of its annual sales revenue is generated from outside of the Pensacola MSA.~~
 - ~~☐ Administration negotiates agreement.~~
 - ~~☐ Council accepts or rejects agreement/offer.~~

2. The subject property is reviewed to determine if it is subject to the Sensitive Properties ordinance, Ordinance No. 25-20 (pertinent official records for parcel history, historical significance of a named structure, etc.). The procedure described in that ordinance is followed.
3. A notice is sent to property owners within a 300-ft radius informing them of the possibility that the property may be declared to be surplus property or under-utilized property.
4. City Council confirms the availability of the subject property and determines the methodology to be used.
5. Depending on the method authorized by the Council, staff proceeds as outlined below:
 - A. Open Bid Option:
 - a. Obtain an appraisal.
 - b. Prepare bid specifications.
 - c. Accept public sealed bids.
 - B. RFP Option:
 - a. Obtain an appraisal.
 - b. Identify development or utilization criteria based on comprehensive plan, master plans, economic or market conditions, impact on adjacent neighborhoods, neighborhood input, and physical characteristics of property.

- c. Prepare RFP requirements and specifications.
- d. Accept public sealed proposal(s).

C. Direct Negotiation Option:

- a. Obtain an appraisal unless the subject property is (1) of little or no value, (2) a direct conveyance with no monies exchanged, or (3) situated in such a size or manner to be of use to only an adjacent property owner. "Little or no value" is defined as being currently listed by the Property Appraiser as having a total assessed value of \$5,000.00 or less.
- b. Administration negotiates the agreement

D. Economic Development Option:

- a. Obtain an appraisal unless the subject property is (1) of little or no value, (2) a direct conveyance with no monies exchanged, or (3) situated in such a size or manner to be of use to only an adjacent property owner. "Little or no value" is defined as being currently listed by the Property Appraiser as having a total assessed value of \$5,000.00 or less.
- b. Determine if the party or parties meet the Minimum Qualifying Criteria, in that their proposed use:
 - i. Will result in the creation of new jobs in the City, and
 - ii. Will substantially enhance the economic health of the City by creating jobs with an average salary of at least 130% of average annual Pensacola MSA Wages according to the Florida Agency for Workforce Innovation, and
 - iii. The new jobs created are in a Qualified Targeted Industry (QTI) approved by the Florida Office of Trade, Tourism and Economic Development as prescribed in F.S. 288.106, and
 - iv. The company that will benefit from the sale or lease of publicly-owned land must demonstrate that over 50 percent of its annual sales revenue is generated from outside of the Pensacola MSA.
- c. Administration negotiates an agreement.

E. Housing Department's Residential Lot Purchase program:

- a. Residential lot will be offered to a qualified homeowner through the City Housing Division.
- b. Lot value will be based upon the appraised value of the land.
- c. Selection of the purchaser will be via a lottery consisting of interested, pre-qualified prospective homeowners.
- d. Properties will be marketed through neighborhood-centered, on-site signage, churches, neighborhood groups, and conventional media.
- e. Persons having interest in buying and building will be directed to secure a firm letter of commitment of their financial ability from a qualified lender within 60

days from start of the campaign.

- f. On the specified date and time a drawing will be held from the pool of qualified buyers and the winner announced.
- g. The buyer will secure financing for the value of the improvements only.
- h. City will deed the land to the buyer at closing, taking back a subordinate mortgage for the land value.
- i. Other implementation guidelines will be determined by the City Housing Division.

6. City Council then accepts or rejects the bid, proposal, or negotiated agreement.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00648

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION AND DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET

RECOMMENDATION:

That City Council declare surplus the northern portion of the real property currently addressed as 711 North Hayne Street (Parcel Reference No. 000S00902012140) and authorize the Mayor to dispose of the property through direct negotiations with the Emerald Coast Utilities Authority (ECUA). Further, that City Council authorize the Mayor to take all actions necessary and execute any contracts or related documents to dispose of the property. Finally, that City Council authorize all net proceeds from the sale of the property be placed in the Housing Initiatives Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The subject parcel is approximately 0.5952 acres and is located at the corner of East Cervantes and North Hayne Streets. The property lies directly north of the Pensacola Police Department's main building and directly east of the I-110 overpass. ECUA contacted the City in late July 2020, expressing an interest in purchasing a portion of the parcel, approximately 0.25 acres of the northern portion of the parcel.

ECUA currently owns two parcels within that block that have an elevated water tank on them and a utility/access easement through the City property. Please see the attached map for a general layout, with the area that ECUA is interested in shown in a red cloud. It is the northern section of the parcel adjacent to their elevated water tank or East Tank. ECUA will be conducting maintenance and painting of that tank soon and will need additional space for materials and equipment. The purchase would eliminate construction or other easements that may be necessary for the major work on the tank.

City staff and ECUA met mid-August 2020 to discuss and develop a plan to satisfy both parties' needs if the parcel were declared surplus. During the meeting, it was determined that the City's needs could be met by the issuance of an easement along the eastern section that ECUA is interested in purchasing.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

All net proceeds will be placed in the Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

10/12/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

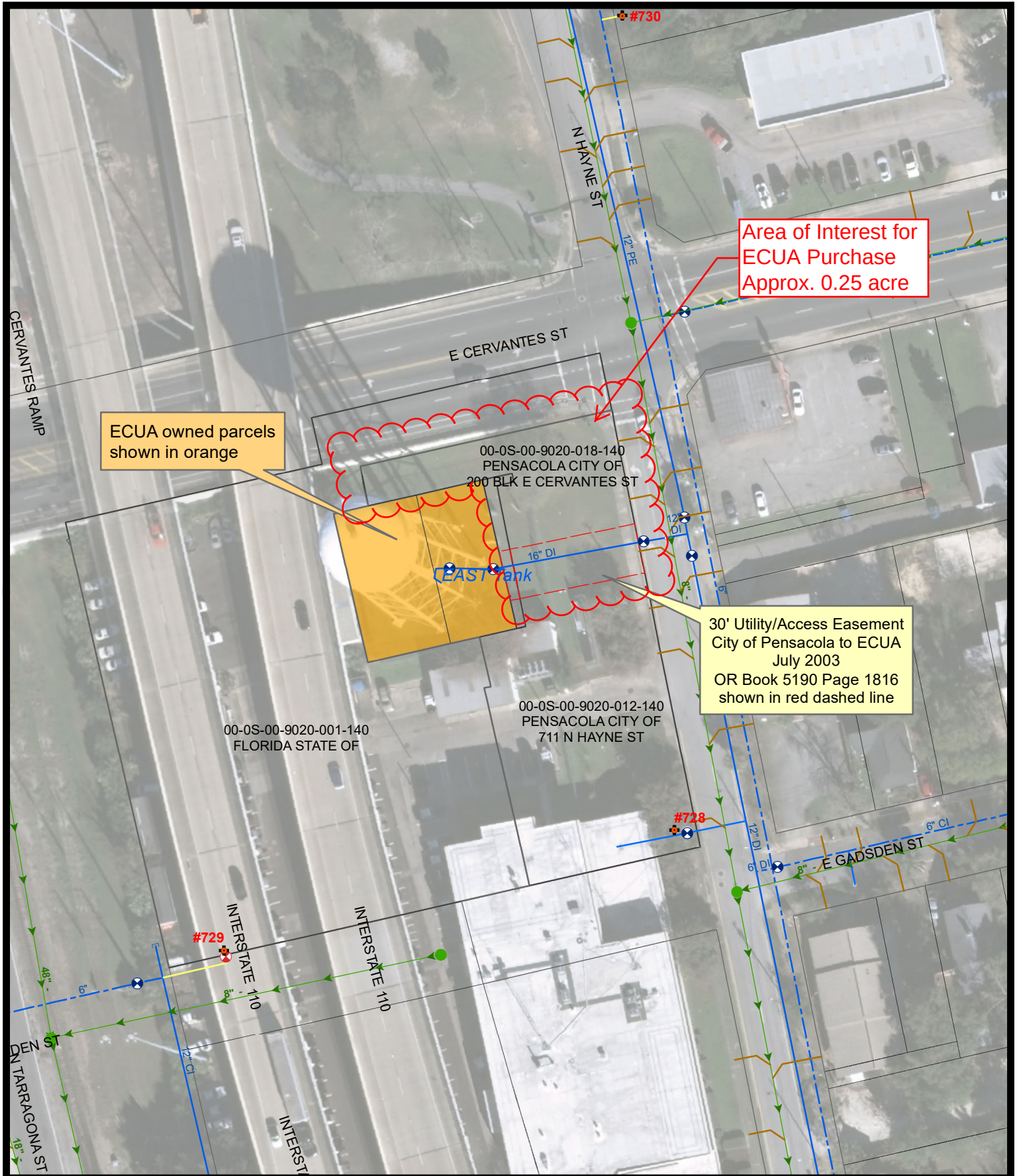
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) East Tank Map - Potential Property Purchase
- 2) Aerial and Parcel Info - 711 N Hayne St - PPD Maint

PRESENTATION: No

East Elevated Tank

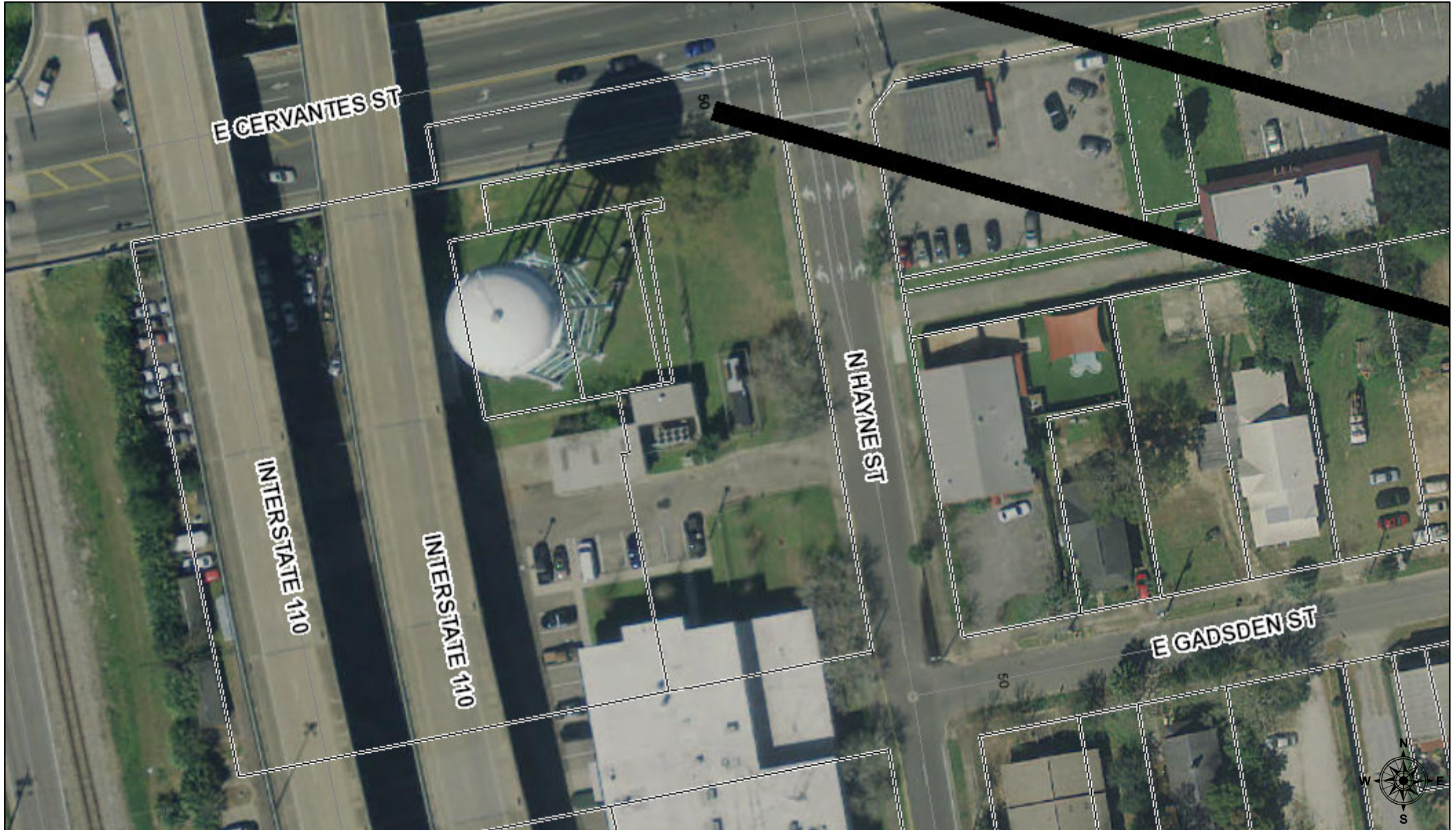


1 inch = 75 feet
Date: 7/23/2020

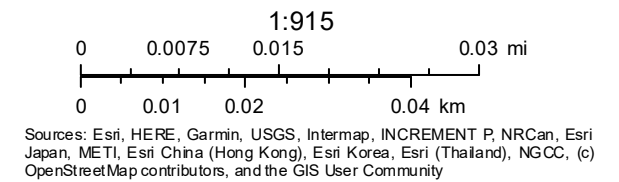
DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.



711 N Hayne St, PPD Maintenance Building Area



October 9, 2020





Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)
[← Navigate Mode](#)

[Account](#)

[Reference](#)

[Printer Friendly Version](#)

General Information

Reference: 000S009020012140
Account: 134412000
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 711 N HAYNE ST 32501
Use Code: MUNICIPAL OWNED
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2020	\$171,246	\$1,430,675	\$1,601,921	\$1,601,921
2019	\$171,246	\$1,380,621	\$1,551,867	\$1,551,867
2018	\$171,246	\$1,292,109	\$1,463,355	\$1,463,355

[Disclaimer](#)
[Market Value Breakdown Letter](#)
[Tax Estimator](#)
[File for New Homestead Exemption Online](#)
[Report Storm Damage](#)

Sales Data

Sale Date Book Page Value Type Official Records (New Window)

None

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

2020 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

BEG AT SE COR SD BLK 140 N 8 DEG 13 MIN 34 SEC
 W 263 34/100 FT S 80 DEG 41 MIN 54 SEC W 134
 53/100 FT S 80 DEG...

Extra Features

ASPHALT PAVEMENT
 FRAME BUILDING
 MOBILE HOME

Parcel Information

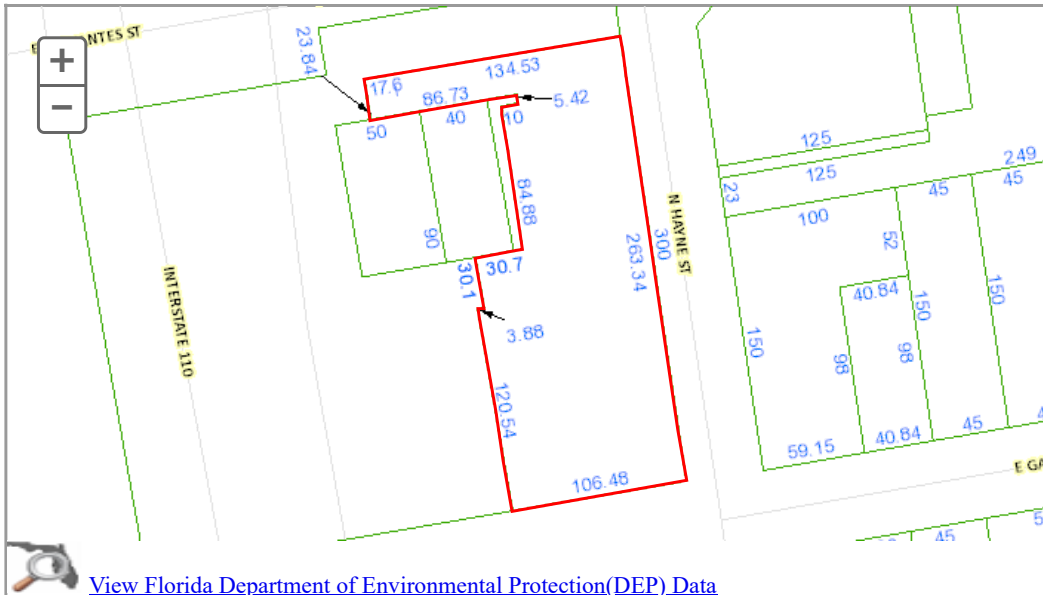
Section Map Id:

[CA077](#)

Approx. Acreage:
 0.5952

Zoned:
 IC

Evacuation & Flood Information
[Open Report](#)


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

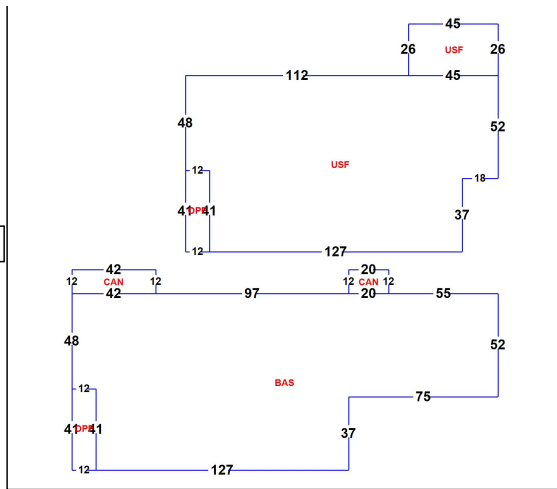
Buildings

Address: 711 N HAYNE ST, Year Built: 1986, Effective Year: 1986, PA Building ID#: 19983

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-COMMON
FLOOR COVER-CARPET

BASE AREA - 15779
CANOPY - 744
OPEN PORCH FIN - 984
UPPER STORY FIN - 13985



Images



6/8/20

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:10/09/2020 (tc.3638)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00693

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

RECOMMENDATION:

That City Council approve the disposition of real property located at 100 Blk East Jordan Street (Parcel Ref. No. 000S009010170127) by direct conveyance to the Escambia County Housing Finance Authority (ECHFA), per the terms of their Interlocal Agreement for Urban Infill Housing Development Initiatives with the City of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents in the disposition of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 100 Blk East Jordan Street is approximately 0.1050 acres and zoned R-1AA. The unimproved parcel is denoted as vacant residential. City Council approved the declaration of the property as surplus on September 10, 2020, and its disposition via direct negotiation with Escambia County Housing Finance Authority.

Escambia County Housing Finance Authority, a not-for-profit affordable housing provider, expressed an interest in acquiring this parcel to develop affordable housing. The City of Pensacola and ECHFA entered into an Interlocal Agreement for Urban Infill Housing Development Initiatives to develop such housing.

Per Council policy, an appraisal was obtained, and notices were mailed on October 26, 2020, to property owners within the subject property's 300-ft radius. Fruitticher-Lowery Appraisal Group appraised the parcel with a value of \$8,650. This action will contribute to the City's goal of 500 affordable housing units in 5 Years.

PRIOR ACTION:

November 3, 2017 - City Council approved the Interlocal Agreement for Urban Infill Housing Development Initiatives with ECHFA.

September 10, 2020 - City Council approved the declaration and disposition of the real property located at 100 Blk East Jordan Street.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will benefit from tax revenue generated as a result of returning this parcel to the tax roll.

CITY ATTORNEY REVIEW: Yes

10/22/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Council Action Approving Surplus - 09-10-2020
- 2) Appraisal - 100 Blk E Jordan St
- 3) 100 Blk E Jordan St - Aerial from PA website
- 4) Interlocal Agreement with ECHFA
- 5) Letter of Interest from ECHFA

PRESENTATION: No



Legislation Details (With Text)

File #: 20-00492 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 8/17/2020 **In control:** City Council
On agenda: 9/10/2020 **Final action:** 9/10/2020
Enactment date: **Enactment #:**
Title: DECLARATION AND DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:
Attachments: 1. 100 Blk E Jordan St – Aerial from PA website, 2. Interlocal Agreement with ECHFA, 3. Letter of Interest from ECHFA

Date	Ver.	Action By	Action	Result
9/10/2020	1	City Council	Approved	Pass
9/8/2020	1	Agenda Conference	Placed on Consent Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION AND DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

RECOMMENDATION:

That the City Council declare the real property located at 100 Blk East Jordan Street (Parcel Ref. No. 000S009010170127) as surplus and authorize the Mayor to dispose of through direct negotiation with the Escambia County Housing Finance Authority (ECHFA), per the terms of their Interlocal Agreement for Urban Infill Housing Development Initiatives with the City of Pensacola. Further, that the City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents to dispose of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 100 Blk East Jordan Street is approximately 0.1050 acres and zoned R-1AA. The unimproved parcel is denoted as vacant residential.

Escambia County Housing Finance Authority, a not-for-profit affordable housing provider, has expressed an interest in acquiring this parcel for the development of workforce housing. The City of Pensacola and ECHFA entered into an Interlocal Agreement for Urban Infill Housing Development

Initiatives in support of developing such housing. This request to surplus and convey the real property is in keeping with the Interlocal Agreement and with Council policy for the disposition of surplus real property. Additionally, the City will benefit from the tax revenue generated as a result of returning this parcel to the tax roll.

Per Council policy, an appraisal will be obtained, and notices will be mailed to property owners within the 300-ft radius of the subject property, pending Council approval to surplus the real property.

PRIOR ACTION:

November 3, 2017 - City Council approved the Interlocal Agreement for Urban Infill Housing Development Initiatives with ECHFA.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will benefit from tax revenue generated as a result of returning this parcel to the tax roll.

CITY ATTORNEY REVIEW: Yes

8/22/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) 100 Blk E Jordan St - Aerial from PA website
- 2) Interlocal Agreement with ECHFA
- 3) Letter of Interest from ECHFA

PRESENTATION: No

	Client File #:		Appraisal File #:	RL20102L-E
	Appraisal Report • Land			
	Appraisal Company: Fruitticher-Lowery Appraisal Group, Inc.			
	Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504			
Phone: 850-477-0419		Fax:		Website:
Appraiser: Rodger K. Lowery, MAI		Co-Appraiser:		
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA ☐ AI-GRS ☐ AI-RRS		AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA ☐ AI-GRS ☐ AI-RRS		
AI Affiliation (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		AI Affiliation (if any): ☐ Candidate for Designation ☐ Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation:		
E-mail: RLowery@FLAG1.Net		E-mail:		
Client: City of Pensacola		Contact: Ms. Deana Stallworth		
Address: 222 W. Main Street, Pensacola, FL 32502				
Phone: 850-435-1834		Fax:		E-mail:
SUBJECT PROPERTY IDENTIFICATION				
Address: 100 Blk East Jordan Street				
City: Pensacola	County: Escambia	State: FL	ZIP: 32503	
Legal Description: Lot 17, Block 127, Belmont Tract				
Tax Parcel #: 00-0S-00-9010-170-127		RE Taxes: 0		Tax Year: 2019
Use of the Real Estate As of the Date of Value: Vacant Land				
Use of the Real Estate Reflected in the Appraisal: Vacant Land				
Opinion of highest and best use (if required): Assemblage with adjacent parcel for Residential development.				
SUBJECT PROPERTY HISTORY				
Owner of Record: City of Pensacola				
Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the Escambia County Property Appraiser's Office, there have been no other sales of the subject property in the previous 3 years.				
Description and analysis of agreements of sale (contracts), listings, and options: No listings were noted for the subject property.				
RECONCILIATIONS AND CONCLUSIONS				
Indication of Value by Sales Comparison Approach		\$ 8,650		
Indication of Value by Cost Approach		\$		
Indication of Value by Income Approach		\$		
Final Reconciliation of the Methods and Approaches to Value: buyer's demand in the area for vacant land.		All weight was placed on the sales comparison approach since it best reflects		
Opinion of Value as of: October 12, 2020		\$ 8,650		
Exposure Time: 6 Months				
The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.				

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June 2017

Client:	City of Pensacola	Client File #:	
Subject Property:	100 Blk East Jordan Street, Pensacola, FL 32503	Appraisal File #:	RL20102L-E

ASSIGNMENT PARAMETERS

Intended User(s):	City of Pensacola		
Intended Use:	City of Pensacola		
This report is not intended by the appraiser for any other use or by any other user.			
Type of Value:	Market Value	Effective Date of Value:	October 12, 2020
Interest Appraised:	☒ Fee Simple ☐ Leasehold ☐ Other		
Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) None			
Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) This appraisal is based upon the extraordinary assumption the property is assembled with an adjoining property for development purposes due to the width of the lot not being adequate in size to be legally permissible for development.			
This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).			

SCOPE OF WORK

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

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
Appraiser Property Inspection: ☒ Yes ☐ No Date of Inspection: October 12, 2020 Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: I physically inspected the parcel and the surrounding neighborhood. The Escambia County Property Appraisers website was relied upon in determining the property size.	Cost Approach: ☐ Is necessary for credible results and is developed in this analysis ☒ Is not necessary for credible results; not developed in this analysis ☐ Is not necessary for credible results but is developed in this analysis
Co-Appraiser Property Inspection: ☐ Yes ☐ No Date of Inspection: Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:	Sales Comparison Approach: ☒ Is necessary for credible results and is developed in this analysis ☐ Is not necessary for credible results; not developed in this analysis ☐ Is not necessary for credible results but is developed in this analysis
	Income Approach: ☐ Is necessary for credible results and is developed in this analysis ☒ Is not necessary for credible results; not developed in this analysis ☐ Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: **I inspected the subject property and the neighborhood, researched land sales during the year prior to the date of value to determine the current market value of the property as of the date of value of October 12, 2020.**

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

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Client:	City of Pensacola	Client File #:	
Subject Property:	100 Blk East Jordan Street, Pensacola, FL 32503	Appraisal File #:	RL20102L-E

MARKET AREA ANALYSIS

Location ☒ Urban ☐ Suburban ☐ Rural	Built Up ☐ Under 25% ☐ 25-75% ☒ Over 75%	Growth ☐ Rapid ☒ Stable ☐ Slow	Supply & Demand ☐ Shortage ☒ In Balance ☐ Over Supply	Value Trend ☐ Increasing ☒ Stable ☐ Decreasing	Typical Marketing Time ☐ Under 3 Months ☒ 3-6 Months ☐ Over 6 Months																						
Neighborhood Single Family Profile <table> <tr> <td>Price</td> <td>Age</td> </tr> <tr> <td>30</td> <td>0</td> </tr> <tr> <td>Low</td> <td>110</td> </tr> <tr> <td>High</td> <td>70</td> </tr> <tr> <td>Predominant</td> <td></td> </tr> </table>			Price	Age	30	0	Low	110	High	70	Predominant		Neighborhood Land Use <table> <tr> <td>1 Family</td> <td>80%</td> <td>Commercial</td> <td>10%</td> </tr> <tr> <td>Condo</td> <td>%</td> <td>Vacant</td> <td>5%</td> </tr> <tr> <td>Multifamily</td> <td>5%</td> <td></td> <td>%</td> </tr> </table>		1 Family	80%	Commercial	10%	Condo	%	Vacant	5%	Multifamily	5%		%	Neighborhood Name: Belmont Tract PUD ☐ Condo ☐ HOA: \$ / Amenities:
Price	Age																										
30	0																										
Low	110																										
High	70																										
Predominant																											
1 Family	80%	Commercial	10%																								
Condo	%	Vacant	5%																								
Multifamily	5%		%																								

Market area description and characteristics: **The subject neighborhood is bound by Fairfield Drive to the north, Palafox Street to the west, Ninth Avenue to the east and Cervantes Street to the south. This is an older residential neighborhood bound by East Hill to the east, North Hill to the west and the downtown area to the south. New homes are being constructed on interior vacant lots and some older homes are being razed for redevelopment. Demand remains stable to strong for the neighborhood.**

SITE ANALYSIS

Dimensions: 30' x 150'	Area: 4,500 sf
View: Residential	Shape: Rectangular
Drainage: Appears Adequate	Utility: Fair to Average
Site Similarity/Conformity To Neighborhood	Zoning/Deed Restriction
Size: ☒ Smaller than Typical ☐ Typical ☐ Larger than Typical	View: ☐ Favorable ☒ Typical ☐ Less than Favorable
Zoning: R-1AA, Medium Density Residential ☐ Legal ☐ No zoning ☐ Legal, non-conforming ☒ Illegal	
Covenants, Condition & Restrictions ☐ Yes ☐ No ☒ Unknown Documents Reviewed ☐ Yes ☐ No Ground Rent \$ /	
Utilities	Off Site Improvements
Electric ☒ Public ☐ Other	Street ☒ Public ☐ Private Asphalt
Gas ☒ Public ☐ Other	Alley ☐ Public ☐ Private
Water ☒ Public ☐ Other	Sidewalk ☐ Public ☐ Private
Sewer ☒ Public ☐ Other	Street Lights ☐ Public ☐ Private

Site description and characteristics: **The subject site consists of a 30' x 150' lot with 30 feet of frontage along the north side of East Jordan Street. The site contains approximately 4,500 square feet. The zoning is R-1AA, Medium Density Residential requiring a minimum lot size for single-family development of 5,000 square feet and a minimum lot width of 40 feet. Due to this, the current lot is undevelopable without being rezoned to R-1A or assembled with an adjoining parcel for development. This is the basis for the extraordinary assumption in this report.**

HIGHEST AND BEST USE ANALYSIS

☐ Present Use ☐ Proposed Use ☒ Other **Assemblage with an adjoining parcel for single-family or multifamily residential development**

Summary of highest and best use analysis: **The highest and best use of the site is either rezoning the property to R-1A, which allows for a smaller lot or assemblage with an adjoining parcel for development.**

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Client:	City of Pensacola	Client File #:	
Subject Property:	100 Blk East Jordan Street, Pensacola, FL 32503	Appraisal File #:	RL20102L-E

SITE VALUATION

Site Valuation Methodology

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

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	100 Blk East Jordan St Pensacola, FL 32503	1900 N Tarragona St Pensacola, FL 32503		214 E Yonge St Pensacola, FL 32503		2400 N 6th Ave Pensacola, FL 32503	
Proximity to Subject		0.13 miles SE		0.23 miles NE		0.41 miles NE	
Data Source/ Verification		MLS #571476 Public Records		MLS #564318 Public Records		MLS #544592 Public Records	
Sales Price	\$		\$ 15,500		\$ 8,250		\$ 18,500
Price / SF	\$		2.07		1.83		3.38
Sale Date		05/15/2020		12/19/2019	+0.09	7/17/2019	+0.17
Location	Palafox Corridor	Similar		Similar		Similar	
Site Size	4,500 sf	7,500 sf		4,500 sf		5,475 sf	
Site View	Residential	Residential		Residential		Residential	
Site Improvements	None	None		None		None	
Zoning	R-1AA	R-1AA		R-1AA		R-1A	-1.5
Lot Width	30-Feet	60 Feet		30 Feet		50 Feet	
Net Adjustment		☐ + ☒ -	\$ -0.2	☒ + ☐ -	\$ 0.09	☐ + ☒ -	\$ -1.33
(Adj.s, N.A. & I.V. are in \$ / SF)		Net Adj. 9.7 %	(\$ -0.20 /SF)	Net Adj. 4.9 %	(\$ 0.09 /SF)	Net Adj. 39.3 %	(\$ -1.33 /SF)
Indicated Value		Gross Adj. 9.7 %	\$ 1.87	Gross Adj. 4.9 %	\$ 1.92	Gross Adj. 49.4 %	\$ 2.05
Prior Transfer History	No Sales Noted Prior 3 Years.	None noted 1 year prior.		None noted 1 year prior.		Tax Deed \$2,100 4/7/2017	

Site Valuation Comments: The three comparable sales were selected as the best available for recent comps in the subject's neighborhood. The sales occurred since July 2019 and were vacant lot sales. Sales one and two are similar zoning with sale three being superior zoning allowing for a smaller developable lot. Due to increasing land prices in the neighborhood over the past few years, I applied an upward market conditions adjustment of 5% to sales two and three. An approximate downward adjustment of 45% was applied to sale three due to the zoning allowing for a smaller lot size and a lot width of 30-feet. The R-1AA requires a minimum 4,500 SF and a lot width of 40 feet. A downward adjustment of \$0.20/SF was applied to sale one due to its legally permissible lot width.

Site Valuation Reconciliation: Once adjustments are applied to all three sales, the comparables reflect an adjusted range from \$1.87 to \$2.05 per square foot. With more weight to sale two due to its similarities to the subject for zoning and lot width, I reconcile at a value of \$1.92 per square foot. Applying this to the subject's 4,500 square feet indicates a value of \$8,640, rounded to \$8,650 for the subject as of October 12, 2020.

Opinion of Site Value **\$ 8,650**

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Client:	City of Pensacola	Client File #:	
Subject Property:	100 Blk East Jordan Street, Pensacola, FL 32503	Appraisal File #:	RL20102L-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

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

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

VALUE DEFINITION

☒ Market Value Definition (below)

☐ Alternate Value Definition (attached)

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

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

Source: The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute

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Client:	City of Pensacola	Client File #:	
Subject Property:	100 Blk East Jordan Street, Pensacola, FL 32503	Appraisal File #:	RL20102L-E

APPRAISER CERTIFICATION

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

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

☒ None ☐ Name(s)

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

Property Inspected by Appraiser ☒ Yes ☐ No

Property Inspected by Co-Appraiser ☐ Yes ☐ No

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

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS, CANDIDATES AND PRACTICING AFFILIATES

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

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

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

APPRAISERS SIGNATURES

APPRAISER:

Signature

Name **Rodger K. Lowery, MAI**

Report Date **10/19/2020**

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒

License # **St.Cert.Gen. REA #RZ1922** State **FL**

Expiration Date **11/30/2020**

CO-APPRAISER:

Signature

Name

Report Date

Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐

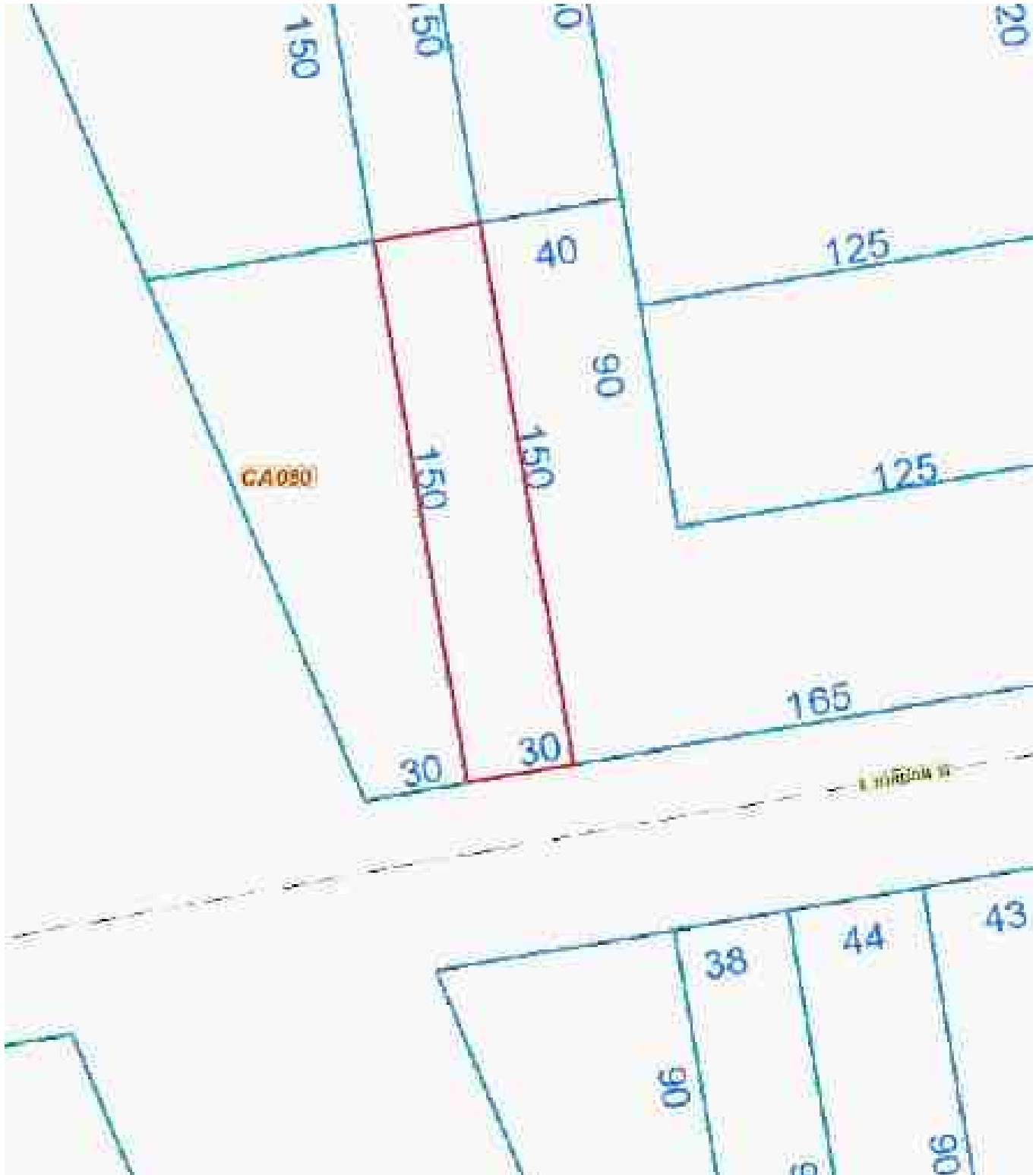
License # State

Expiration Date

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PLAT

Borrower	City of Pensacola				
Property Address	100 Blk East Jordan Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32503
Lender/Client	City of Pensacola				



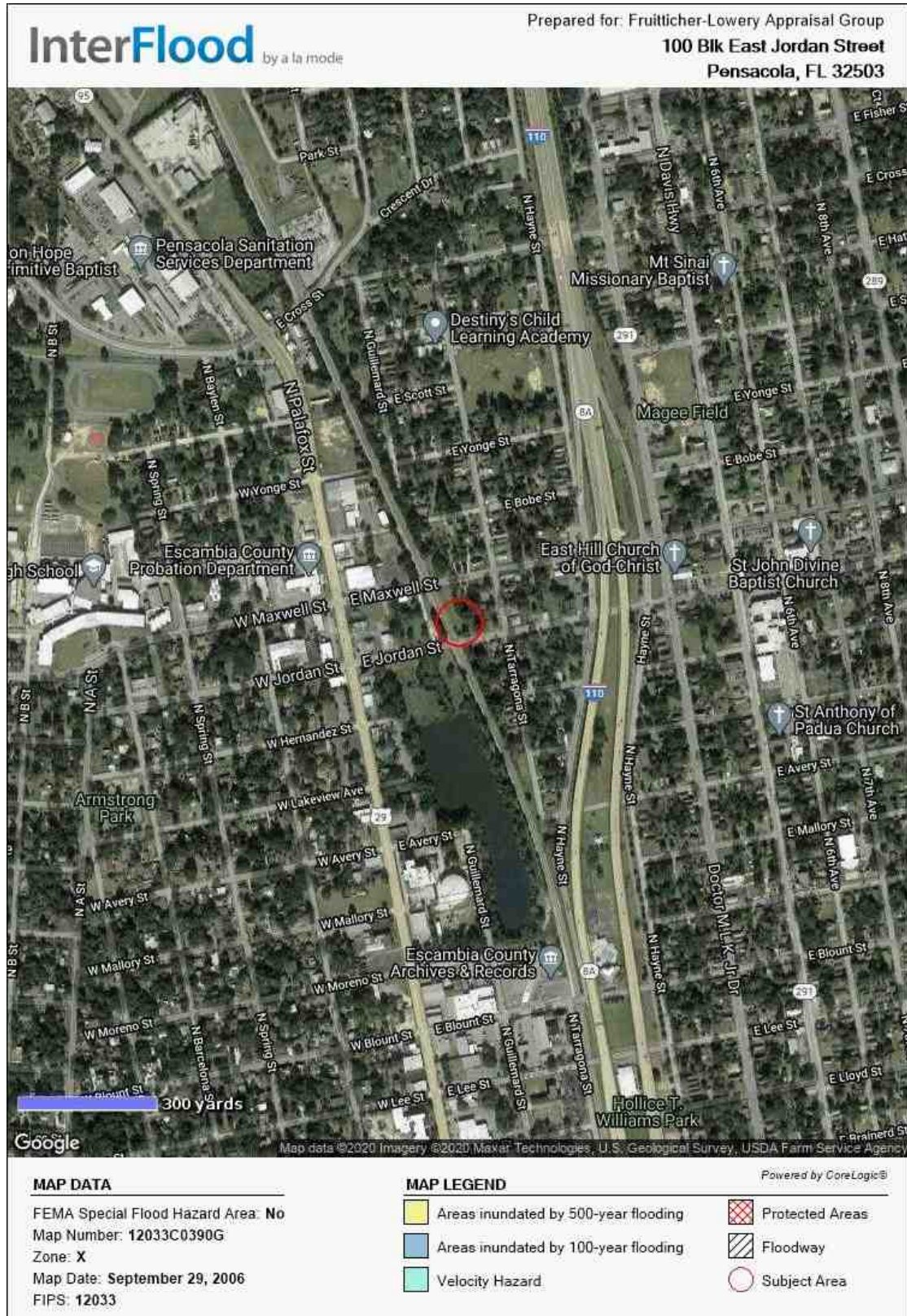
AERIAL

Borrower	City of Pensacola				
Property Address	100 Blk East Jordan Street				
City	Pensacola	County	Escambia	State	FL Zip Code 32503
Lender/Client	City of Pensacola				



Flood Map

Borrower	City of Pensacola				
Property Address	100 Blk East Jordan Street				
City	Pensacola	County	Escambia	State	FL
Lender/Client	City of Pensacola			Zip Code	32503



Location Map

Borrower	City of Pensacola				
Property Address	100 Blk East Jordan Street				
City	Pensacola	County	Escambia	State	FL
Lender/Client	City of Pensacola	Zip Code	32503		



Photograph Addendum

Borrower	City of Pensacola					
Property Address	100 Blk East Jordan Street					
City	Pensacola	County	Escambia	State	FL	Zip Code 32503
Lender/Client	City of Pensacola					



View of Subject from Jordan St



View West along Jordan St

Photograph Addendum

Borrower	City of Pensacola					
Property Address	100 Blk East Jordan Street					
City	Pensacola	County	Escambia	State	FL	Zip Code 32503
Lender/Client	City of Pensacola					



View East on Jordan Street

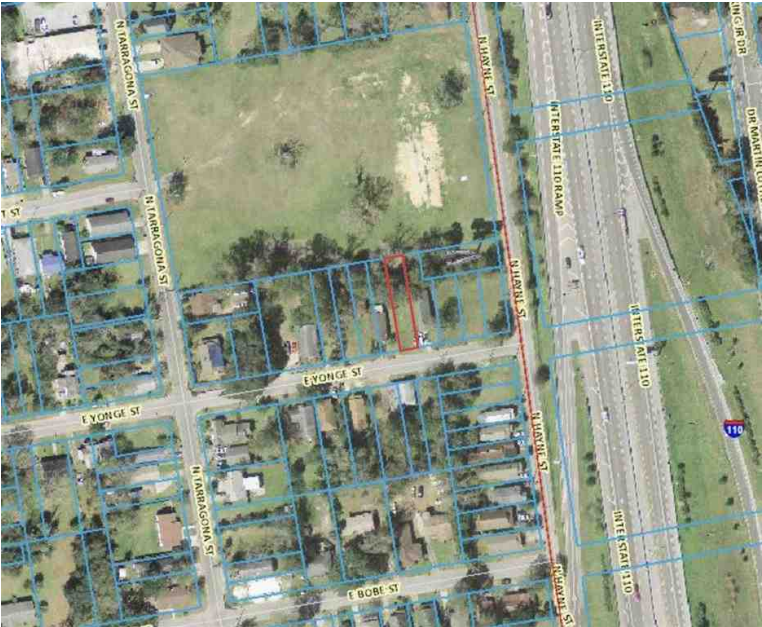
Comparable Photo Page

Borrower	City of Pensacola				
Property Address	100 Blk East Jordan Street				
City	Pensacola	County	Escambia	State	FL
Lender/Client	City of Pensacola			Zip Code	32503



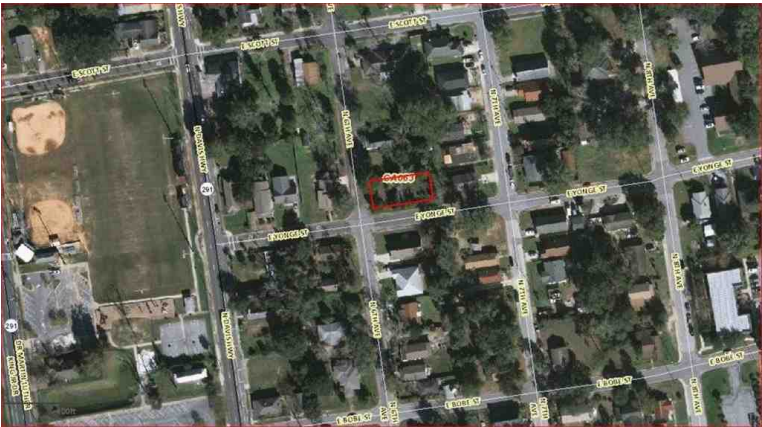
Comparable 1

1900 N Tarragona St
Prox. to Subject 0.13 miles SE
Sale Price 15,500
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Similar
View Residential
Site 7,500 sf
Quality
Age



Comparable 2

214 E Yonge St
Prox. to Subject 0.23 miles NE
Sale Price 8,250
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Similar
View Residential
Site 4,500 sf
Quality
Age



Comparable 3

2400 N 6th Ave
Prox. to Subject 0.41 miles NE
Sale Price 18,500
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Similar
View Residential
Site 5,475 sf
Quality
Age



Chris Jones

Escambia County Property Appraiser

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[Account](#)

[Reference](#)

[Printer Friendly Version](#)

General Information

Reference: 000S009010170127
Account: 132165000
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 100 BLK E JORDAN ST 32503
Use Code: VACANT RESIDENTIAL [🔍](#)
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2020	\$7,410	\$0	\$7,410	\$6,452
2019	\$6,587	\$0	\$6,587	\$5,866
2018	\$5,333	\$0	\$5,333	\$5,333

[Disclaimer](#)
[Market Value Breakdown Letter](#)
[Tax Estimator](#)
[File for New Homestead Exemption Online](#)
[Report Storm Damage](#)

Sales Data

Sale Date Book Page Value Type Official Records (New Window)
 07/1981 1564 55 \$19,400 SM [View Instr](#)

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

2020 Certified Roll Exemptions
 MUNICIPAL OWNED

Legal Description

LTS 17 BEL NO BLK 127 BELMONT TRACT OR 1564 P 55
 CA 80

Extra Features

None

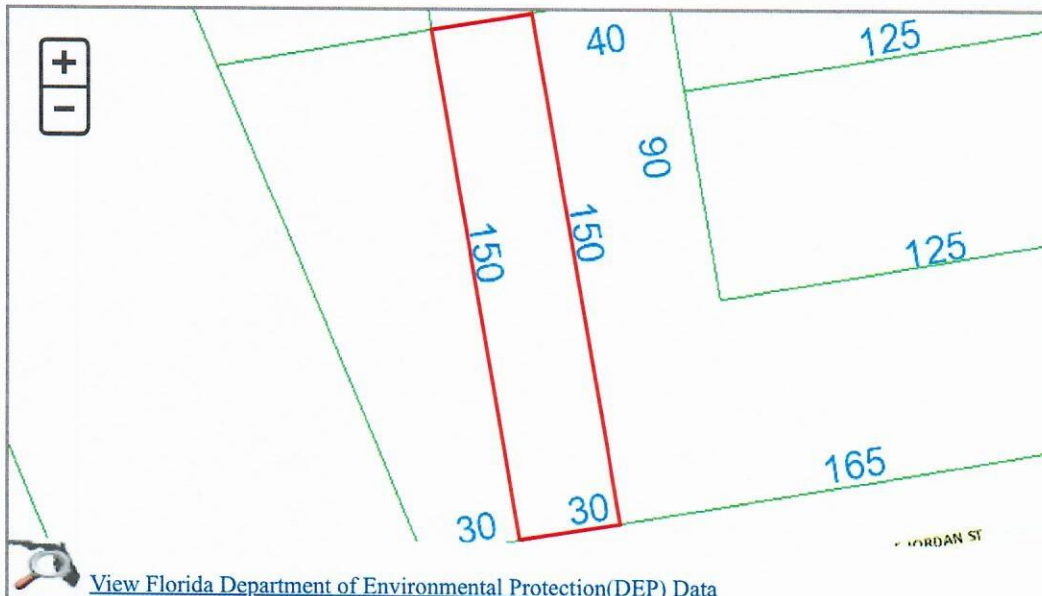
Parcel Information

Section Map Id:
[CA080](#)

Approx. Acreage:
 0.1050

Zoned: [🔍](#)
 R-1AA

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Images

None

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

Last Updated:10/11/2020 (tc.53148)

Minimum Lot Width at Street R-O-W Line	50 feet		
Minimum Yard Requirements (Minimum Building Setback Lines)			
Front Yard	60 feet	30 feet	30 feet
Side Yard	10 feet	8 feet	7.5 feet
Rear Yard	60 feet	30 feet	30 feet
Off-Street Parking Spaces	1 space/unit		
Maximum Building Height (Except as provided in section 12-2-39)	35 feet		

(Ord. No. 6-93, § 2, 3-25-93; Ord. No. 6-02, § 2, 1-24-02)

Sec. 12-2-4. - Medium density residential land use district regulations.

The regulations in this section shall be applicable to the one-and two-family zoning districts: R-1AA, R-1A and R-1B.

- (A) *Purpose of district.* The medium density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of seventeen and four-tenths (17.4) dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.
- (B) *Uses permitted.*
- (a) Single-family detached dwellings.
 - (b) Accessory residential units subject to regulations in [section 12-2-52](#)
 - (c) Single-family attached dwellings (townhouse construction, maximum two (2) units).
 - (d) Two-family attached dwellings (duplex).
 - (e) Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another home it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius.
 - (f) Cemeteries, when:
 1. Seventy-five (75) percent of all owners of adjacent dwellings within one hundred seventy-five (175) feet of the boundary of the cemetery give their written consent, and;
 2. The provisions of [section 12-2-56](#) have been met.
 - (g) Residential design manufactured homes are permitted in the R-1A district, with a maximum density of twelve and four-tenths (12.4) units per acre subject to regulations in [section 12-2-62](#)
 - (h) Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in [section 12-2-65](#)
 - (i) Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in [section 12-2-61](#)

- (j) Churches, Sunday school buildings and parish houses subject to regulations in section 12-2-57
 - (k) Home occupations subject to regulations in section 12-2-33
 - (l) Municipally owned and operated parks and playgrounds.
 - (m) Private stables which shall be no closer than two hundred (200) feet to a property line and further provided that more than seventy-five (75) percent of the owners of dwelling houses within a radius of three hundred (300) feet of the stable have given their written consent to the stable and further provided that there shall not be kept more than one horse for each two (2) acres of property.
 - (n) Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-2-59
 - (o) Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-2-31
 - (p) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (C) *Conditional uses permitted.*
- (a) Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-2-62.
 - (b) Bed and breakfast subject to regulations in section 12-2-55.
 - (c) Childcare facilities subject to regulations in section 12-2-58.
 - (d) Accessory office units subject to regulations in section 12-2-51.
- (D) *Development permitted.*
- (a) Conventional subdivision subject to regulations in section 12-2-76.
 - (b) Special planned development subject to regulations in section 12-2-77.
- (E) *Regulations for development within the medium density residential land use district.* Table 12-2.2 and 12-2.3 describes requirements for the one-and two-family residential zoning districts.

TABLE 12-2.2
REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS

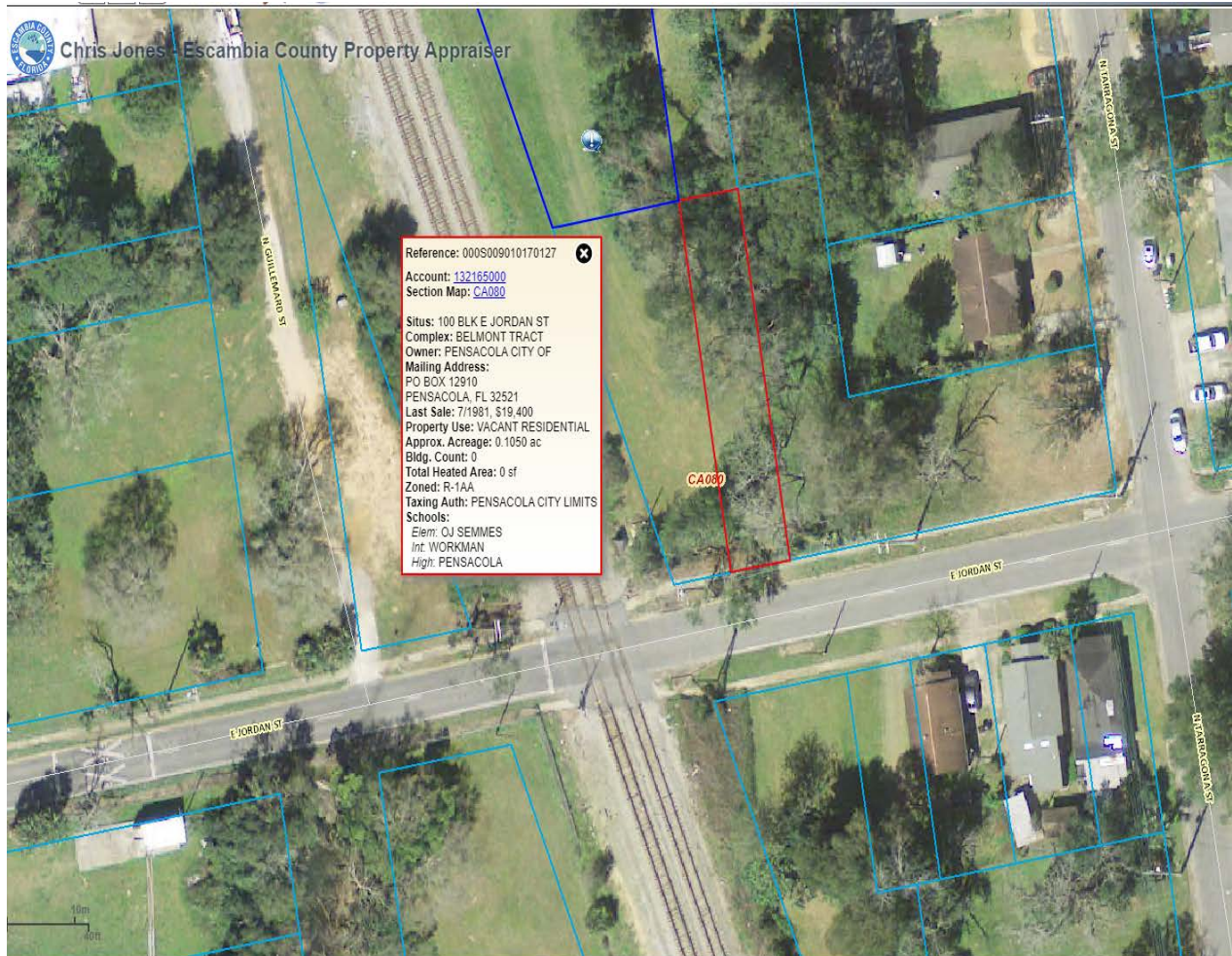
Standards	R-1AA			R-1A		
	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)	Single Family Detached	Two-Family Attached (Duplex)	**Single Family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	11.6 units per acre	12.4 units per acre	17.4 units per acre	17.4 units per acre
Minimum Lot Area	5,000 s.f.	7,500 s.f.	3,750 s.f.	3,500 s.f.	5,000 s.f.	2,500 s.f.
Lot Width at Minimum Building Setback Line	40 feet	60 feet	30 feet	30 feet	50 feet	25 feet
Minimum Lot Width at Street R-O-W Line	40 feet	50 feet	25 feet	30 feet	50 feet	25 feet
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 30 feet 6 feet 30 feet			(Minimum Building Setbacks) 20 feet 5 feet 25 feet		
Off-Street Parking	1 space/unit		2 sp./unit	1 space/unit		2 sp./unit

Maximum Building Height	35 feet (Except as provided in <u>Sec. 12-2-39</u>)	35 feet (Except as provided in <u>Sec. 12-2-39</u>)
* The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.		
** Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.		
*** All future residential development on parcels changed to a Medium Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal non-conforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.		

TABLE 12-2.3

Standards	R-1B		
	Single-family Detached	Two-Family Attached (Duplex)	**Single-family Attached (Townhouses)
Maximum Residential Gross Density	8.7 units per acre	11.6 units per acre	17.4 units per acre
Minimum Yard Requirements *Front Yard Side Yard Rear Yard	(Minimum Building Setbacks) 10 feet 5 feet 10 feet		
Off-Street Parking	1 space/unit		
Maximum Building Height	45 feet (Except as provided in <u>Sec. 12-2-39</u>)		
Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units	Maximum 50% (See Note 4)		
Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units: The maximum combined area occupied by all principal and accessory buildings	Building Height 1—4 stories 5—7 stories 8—9 stories (See note 4)	Building Coverage 30% 25% 20%	
* The front yard depths in the R-1AA, R-1A and R-1B districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.			
** Each single-family attached dwelling unit must be located on its own lot. If a Development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.			

(Ord. No. 6-93, § 2, 3-25-93; Ord. No. 29-93, § 2, 11-18-93; Ord. No. 45-96, § 2 (Exhibit 1), 9-12-96; Ord. No. 6-02, § 2, 1-24-02; Ord. No. 11-16, § 1, 5-12-16; Ord. No. 23-16, § 1, 8-11-16)



Screen capture of 100 Blk E. Jordan Street property (with info card) from Chris Jones Property Appraiser website

August 7, 2020

**INTERLOCAL AGREEMENT
FOR URBAN INFILL HOUSING DEVELOPMENT INITIATIVES**

This Agreement is made and entered into this 3rd day of NOVEMBER 2017. (but effective as of October 12, 2017) ("Effective Date") by and between the City of Pensacola, a municipal corporation of the State of Florida ("City") and Escambia County Housing Finance Authority, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes ("Housing Finance Authority") (singularly and individually, "Party," and jointly, "Parties"), under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat.

RECITALS:

- A. Pursuant to the provisions of Chapter 159 Part IV, Florida Statutes, the Housing Finance Authority has implemented the Urban Infill Revolving Loan Program (the "Program") to provide financing for the development of workforce housing.
- B. City and Housing Finance Authority desire to jointly cooperate in the Program by combining resources and technical expertise to enhance the development of workforce housing for low, moderate, middle income residents and contribute to the redevelopment initiatives of the City.
- C. On October 12, 2017, the City Council of the City of Pensacola authorized the Mayor to execute this Agreement with Escambia County Housing Finance Authority, under the terms and conditions set forth herein, and further, execute all other documents as may be necessary or convenient in administering the same.
- D. On September 12, 2017, the Escambia County Housing Finance Authority Board authorized the Escambia County Housing Finance Authority to enter into this Agreement with City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained,

Parties agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **TERM:** The term of this Agreement shall commence on Effective Date and shall continue until terminated.
3. **TERMINATION:** This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.
4. **ADMINISTRATION OF AGREEMENT:** Agreement shall be administered by contract managers to be designated by each party.
5. **SCOPE OF SERVICE:** Parties agree to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "A" entitled Scope of Services attached hereto, which by this reference is incorporated into and made a part of this Agreement.
6. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds, continued authorization for program activities, and final expenditure approval by each Party.
7. **PUBLIC RECORDS:** Parties individually agree to assume responsibility for maintaining all records as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL) and allow access by the public, at all reasonable times, to all documents pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, subject to disclosure under applicable law. Parties expressly agree specifically that the contracting parties shall comply with the requirements within Exhibit B, attached hereto and incorporated by reference. Failure or refusal by either Party to comply with the provisions of this section shall result in the immediate cancellation of this Agreement.
8. **INDEMNIFICATION:** Each party to this Agreement shall be responsible for the acts and omissions of its respective employees and agents in the performance of this Agreement, and the activities contemplated hereby, to the extent permitted by law. Nothing contained herein shall be construed as

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

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

City of Pensacola

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

and in the case of the Escambia County Housing Finance Authority

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

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

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

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

12. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

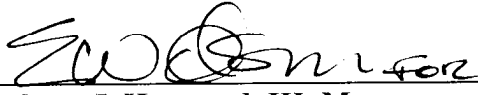
SIGNATURE PAGES TO FOLLOW

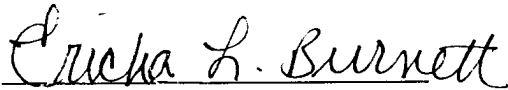
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FOR THE CITY OF PENSACOLA:

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

ATTEST:

By: 
Ashton J. Hayward, III, Mayor


Ericka L. Burnett, City Clerk

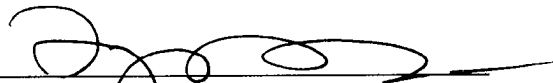
Date: 11/1/2017

(SEAL)

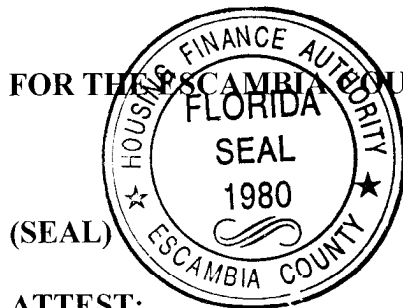
APPROVED AS TO CONTENT:

LEGAL IN FORM AND VALID AS
DRAWN:


Marcie Whitaker, Housing Administrator

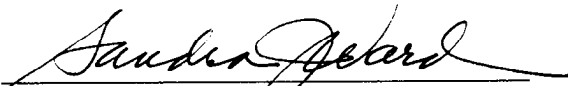

City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:



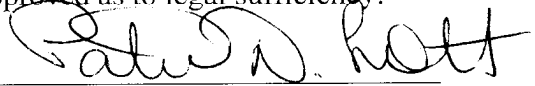
ESCAMBIA COUNTY HOUSING FINANCE
AUTHORITY

ATTEST:

By: 
Sandra J. Ward, Chair


Robert C. Maloy, Secretary

Approved as to legal sufficiency:


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

Date: 9/13/17

**EXHIBIT A
SCOPE OF SERVICES**

INFILL HOUSING REVOLVING LOAN PROGRAM

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

1. Purpose

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

2. Approach

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

- a. Identification and evaluation of urban infill sites suitable for the production of newly constructed single-family housing; and
- b. Attaining control or ownership of properties, through acquisition, donation, or other means as may be appropriate, that support the overall infill housing and redevelopment goals established in plans of the Housing Finance Authority and Community Redevelopment and Local Housing Assistance Plans of the City of Pensacola.

3. Strategy Design/Implementation

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

a. Infill Property Identification/Evaluation:

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

b. Eligible Property:

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

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

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

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

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

4. Redevelopment Incentive(s).

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

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

5. Limitations and Eligibility Requirements.

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

- a. Families must have gross incomes that are below the limits stipulated in Attachment A of this Interlocal Agreement, depending upon the source of funds accessed for benefit of the ultimate homebuyer(s). Housing Finance Authority, SHIP, HOME, and City income limits are all provided in Attachment A, which may be updated from time to time.
- b. Unless a waiver is obtained from the City and the Housing Finance Authority, families must be “first-time” homebuyers (defined as a potential mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the date a mortgage is executed under the Program, as defined in the Master Origination Agreement applicable to the Authority’s first-time homebuyer Program(s). A maximum housing unit sale price must be agreed upon prior to commencement of construction. The first-time homebuyer requirement shall be automatically waived for buyers who are qualified for and assisted through the HOME or City Programs.
- c. Families must be credit worthy as defined by Housing Finance Authority first-time homebuyer Program requirements and the mortgage origination standards of FHA, VA, RD and/or Freddie Mac standards as necessary to secure a first mortgage adequate to culminate the home purchase.

ATTACHMENT A
(Section 1)

**ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
FIRST TIME HOMEBUYER PROGRAM**

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

Maximum Income Limits:

Non-Targeted Areas:

1-2 Family members: \$62,000

3+ Family members: \$71,300

Targeted Areas (*see note below*):

1-2 Family members: \$74,400

3+ Family members: \$86,800

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

Escambia County HFA Targeted Areas

ATTACHMENT A
(Section 2)

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

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

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

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

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

EXHIBIT B

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

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

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

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

MEMORANDUM

TO: Ericka L. Burnett, City Clerk

FROM: Marcie Whitaker, Housing Administrator 

DATE: November 7, 2017

SUBJ: Fully Executed Interlocal Agreement with Escambia Housing Finance Authority for the Urban Infill Housing Development Initiative

For the official City record, attached is a copy of the fully executed Interlocal Agreement between the City of Pensacola and the Escambia County Housing Finance Authority to cooperatively participate in the Authority's Urban Infill Revolving Loan Program. The Housing Division has retained a copy for its records.

Please let me know if you have any questions.

MEMORANDUM

TO: Ashton J. Hayward, III, Mayor ✓

FROM: Marcie Whitaker, Housing Administrator *MW*

DATE: October 23, 2017

SUBJ: Interlocal Agreement for Urban Infill Housing Development Initiative with Escambia County Housing Finance Authority

On October 12, 2017, City Council approved the attached Interlocal Agreement with Escambia County Housing Finance Authority and authorized the Mayor to execute all documents relating to the Initiative's implementation and administration.

Four originals of the Interlocal Agreement are attached for your signature. The Clerk will need to attest to the signatures. All originals may be returned to our office for final processing.

Please do not hesitate to call me with any questions. Thank you.

Attachments



City of Pensacola

222 West Main Street
Pensacola, FL 32502

File Summary

File Number	Title	Current Status
17-00514	Legislative Action Item URBAN INFILL HOUSING DEVELOPMENT INITIATIVES INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY Introduced: 8/29/2017 Meeting Date: 10/12/2017 Department: Housing Drafter: mwhitaker@cityofpensacola.com	Passed Controlling Body: City Council Sponsor(s): Ashton J. Hayward, III

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue)

DEPARTMENT

Document Title: Interlocal Agreement for Urban Infill Housing Development with Escambia County Housing Finance Authority

 Project Contract Lease X Other (Check One)

Brief Description: On October 12, 2017, City Council approved the attached Interlocal Agreement.

Four originals of the Agreement are attached for signature. The Clerk will need to attest to the signatures.

Contract Cost: \$ N/A

Department: Housing

Approved by Mayor: / /

Dept Contact Person: Marcie Whitaker

OR

Approved By Council: 10 / 12 / 2017

Sent to Contract Admin. (Purchasing)

RECEIVED
OCT 25 2017

CONTRACT ADMINISTRATOR (PURCHASING)

Date Received 10/25/17

mlr Debarment Check

BY:

 Pending (See comments below):

Sent to Department / /

✓ Approved: *[Signature]*
(Signature)

(Signature)

Sent to Contract/Lease Counsel 10/25/17

Comments:

CONTRACT/LEASE COUNSEL

Date Received 10/25/17

✓ Pending (See comments below):

Sent to Department 10/25/17

✓ Approved: *[Signature]*
(Signature)

(Signature)

Sent to Budget Review 10/26/17

Comments: to vm Marcie re blanks. 1/25. + 1/25 Marcie re blanks +
14 pt; public records clause changes reviewed by City Atty.

BUDGET REVIEW

Date Received 10/30/17

 Pending (See comments below):

Sent to Department / /

✓ Approved: *[Signature]*
(Signature)

(Signature)

Sent to Risk Manager 10/30/17

Comments:

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(page 2)

RISK MANAGER

Date Received 10/30/2017

☐ Pending (See comments below): _____

Sent to Department / /

☒ Approved: [Signature] (Signature)

Sent to ~~Mayor~~ CITY ATTORNEY 10/31/2017

Comments: _____

CITY ATTORNEY

Date Received / /

☐ Pending (See comments below): _____

Sent to Department / /

☒ Approved: [Signature] (Signature)

Sent Original to City Clerk 11/1/2017

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received / /

☐ Pending (See comments below): _____

Sent to Department / /

☒ Approved: [Signature] (Signature)

Sent to City Attorney 11/1/2017

Comments: _____

CITY CLERK

Date Received 11/3/17

Retained 1 original ~~(s)~~ copies in FORTIS

Returned 4 original(s) to Department 11/6/17

Initials: BMT

**INTERLOCAL AGREEMENT
FOR URBAN INFILL HOUSING DEVELOPMENT INITIATIVES**

This Agreement is made and entered into this 3rd day of NOVEMBER, 2017, (but effective as of October 12, 2017) ("Effective Date") by and between the City of Pensacola, a municipal corporation of the State of Florida ("City") and Escambia County Housing Finance Authority, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes ("Housing Finance Authority") (singularly and individually, "Party," and jointly, "Parties"), under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat.

RECITALS:

- A. Pursuant to the provisions of Chapter 159 Part IV, Florida Statutes, the Housing Finance Authority has implemented the Urban Infill Revolving Loan Program (the "Program") to provide financing for the development of workforce housing.
- B. City and Housing Finance Authority desire to jointly cooperate in the Program by combining resources and technical expertise to enhance the development of workforce housing for low, moderate, middle income residents and contribute to the redevelopment initiatives of the City.
- C. On October 12, 2017, the City Council of the City of Pensacola authorized the Mayor to execute this Agreement with Escambia County Housing Finance Authority, under the terms and conditions set forth herein, and further, execute all other documents as may be necessary or convenient in administering the same.
- D. On September 12, 2017, the Escambia County Housing Finance Authority Board authorized the Escambia County Housing Finance Authority to enter into this Agreement with City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained,

Parties agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **TERM:** The term of this Agreement shall commence on Effective Date and shall continue until terminated.
3. **TERMINATION:** This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.
4. **ADMINISTRATION OF AGREEMENT:** Agreement shall be administered by contract managers to be designated by each party.
5. **SCOPE OF SERVICE:** Parties agree to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "A" entitled Scope of Services attached hereto, which by this reference is incorporated into and made a part of this Agreement.
6. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds, continued authorization for program activities, and final expenditure approval by each Party.
7. **PUBLIC RECORDS:** Parties individually agree to assume responsibility for maintaining all records as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL) and allow access by the public, at all reasonable times, to all documents pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, subject to disclosure under applicable law. Parties expressly agree specifically that the contracting parties shall comply with the requirements within Exhibit B, attached hereto and incorporated by reference. Failure or refusal by either Party to comply with the provisions of this section shall result in the immediate cancellation of this Agreement.
8. **INDEMNIFICATION:** Each party to this Agreement shall be responsible for the acts and omissions of its respective employees and agents in the performance of this Agreement, and the activities contemplated hereby, to the extent permitted by law. Nothing contained herein shall be construed as

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

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

City of Pensacola

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

and in the case of the Escambia County Housing Finance Authority

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

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

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

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

12. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

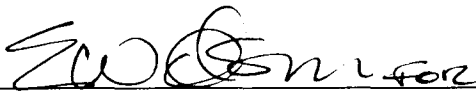
SIGNATURE PAGES TO FOLLOW

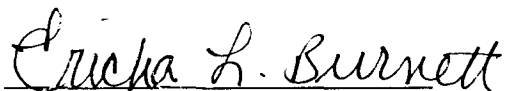
Remainder of Page Intentionally Left Blank)

FOR THE CITY OF PENSACOLA:

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

ATTEST:

By: 
Ashton J. Hayward, III, Mayor


Ericka L. Burnett, City Clerk

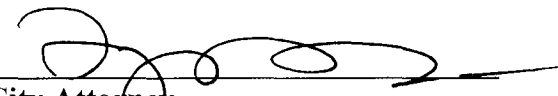
Date: 11/1/2017

(SEAL)

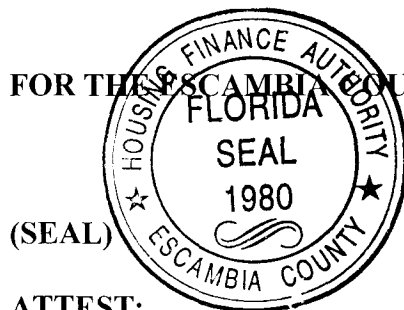
APPROVED AS TO CONTENT:


Marcie Whitaker, Housing Administrator

LEGAL IN FORM AND VALID AS
DRAWN:


City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:

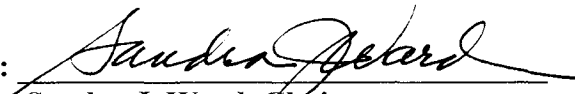


(SEAL)

ESCAMBIA COUNTY HOUSING FINANCE
AUTHORITY

ATTEST:


Robert C. Maloy, Secretary

By: 
Sandra J. Ward, Chair

Approved as to legal sufficiency:


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

Date: 9/13/17

**EXHIBIT A
SCOPE OF SERVICES**

INFILL HOUSING REVOLVING LOAN PROGRAM

TARGETING NEW CONSTRUCTION/OF OWNERSHIP HOUSING ON VACANT INFILL
PARCELS

LOCATION: CITY OF PENSACOLA

1. Purpose

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

2. Approach

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

- a. Identification and evaluation of urban infill sites suitable for the production of newly constructed single-family housing; and
- b. Attaining control or ownership of properties, through acquisition, donation, or other means as may be appropriate, that support the overall infill housing and redevelopment goals established in plans of the Housing Finance Authority and Community Redevelopment and Local Housing Assistance Plans of the City of Pensacola.

3. Strategy Design/Implementation

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

a. Infill Property Identification/Evaluation:

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

b. Eligible Property:

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

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

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

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

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

4. Redevelopment Incentive(s).

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

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

5. Limitations and Eligibility Requirements.

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

- a. Families must have gross incomes that are below the limits stipulated in Attachment A of this Interlocal Agreement, depending upon the source of funds accessed for benefit of the ultimate homebuyer(s). Housing Finance Authority, SHIP, HOME, and City income limits are all provided in Attachment A, which may be updated from time to time.
- b. Unless a waiver is obtained from the City and the Housing Finance Authority, families must be “first-time” homebuyers (defined as a potential mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the date a mortgage is executed under the Program, as defined in the Master Origination Agreement applicable to the Authority’s first-time homebuyer Program(s). A maximum housing unit sale price must be agreed upon prior to commencement of construction. The first-time homebuyer requirement shall be automatically waived for buyers who are qualified for and assisted through the HOME or City Programs.
- c. Families must be credit worthy as defined by Housing Finance Authority first-time homebuyer Program requirements and the mortgage origination standards of FHA, VA, RD and/or Freddie Mac standards as necessary to secure a first mortgage adequate to culminate the home purchase.

ATTACHMENT A
(Section 1)

**ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY
FIRST TIME HOMEBUYER PROGRAM**

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

Maximum Income Limits:

Non-Targeted Areas:

1-2 Family members: \$62,000

3+ Family members: \$71,300

Targeted Areas (*see note below*):

1-2 Family members: \$74,400

3+ Family members: \$86,800

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

Escambia County HFA Targeted Areas

ATTACHMENT A
(Section 2)

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

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

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

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

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

EXHIBIT B

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

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

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

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

MEMORANDUM

TO: Ericka L. Burnett, City Clerk

FROM: Marcie Whitaker, Housing Administrator 

DATE: November 7, 2017

SUBJ: Fully Executed Interlocal Agreement with Escambia Housing Finance Authority for the Urban Infill Housing Development Initiative

For the official City record, attached is a copy of the fully executed Interlocal Agreement between the City of Pensacola and the Escambia County Housing Finance Authority to cooperatively participate in the Authority's Urban Infill Revolving Loan Program. The Housing Division has retained a copy for its records.

Please let me know if you have any questions.

MEMORANDUM

TO: Ashton J. Hayward, III, Mayor ✓
FROM: Marcie Whitaker, Housing Administrator MBW
DATE: October 23, 2017
SUBJ: Interlocal Agreement for Urban Infill Housing Development Initiative with Escambia County Housing Finance Authority

On October 12, 2017, City Council approved the attached Interlocal Agreement with Escambia County Housing Finance Authority and authorized the Mayor to execute all documents relating to the Initiative's implementation and administration.

Four originals of the Interlocal Agreement are attached for your signature. The Clerk will need to attest to the signatures. All originals may be returned to our office for final processing.

Please do not hesitate to call me with any questions. Thank you.

Attachments



City of Pensacola

222 West Main Street
Pensacola, FL 32502

File Summary

File Number	Title	Current Status
17-00514	Legislative Action Item URBAN INFILL HOUSING DEVELOPMENT INITIATIVES INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY Introduced: 8/29/2017 Meeting Date: 10/12/2017 Department: Housing Drafter: mwhitaker@cityofpensacola.com	Passed Controlling Body: City Council Sponsor(s): Ashton J. Hayward, III

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue)

DEPARTMENT

Document Title: Interlocal Agreement for Urban Infill Housing Development with Escambia County Housing Finance Authority

 Project Contract Lease X Other (Check One)

Brief Description: On October 12, 2017, City Council approved the attached Interlocal Agreement.

Four originals of the Agreement are attached for signature. The Clerk will need to attest to the signatures.

Contract Cost: \$ N/A Department: Housing

Approved by Mayor: / / Dept Contact Person: Marcie Whitaker

OR

Approved By Council: 10 / 12 / 2017 Sent to Contract Admin. (Purchasing)

CONTRACT ADMINISTRATOR (PURCHASING)

Date Received OCT 25 2017

dk Debarment Check

BY:

 Pending (See comments below): (Signature) Sent to Department / /

✓ Approved: *[Signature]* (Signature) Sent to Contract/Lease Counsel 10 / 25 / 17

Comments:

CONTRACT/LEASE COUNSEL

Date Received 10 / 25 / 17

✓ Pending (See comments below): (Signature) Sent to Department 10 / 25 / 17

✓ Approved: (Signature) Sent to Budget Review 10 / 26 / 17

Comments: to vm Marcie re blanks. 1/25. + 1/25 Marcie re blanks +
14 pt; public records clause changes reviewed by City Atty.

BUDGET REVIEW

Date Received 10/30/17

 Pending (See comments below): (Signature) Sent to Department / /

✓ Approved: *[Signature]* (Signature) Sent to Risk Manager 10/30/17

Comments:

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(page 2)

RISK MANAGER

Date Received 10/30/2017

☐ Pending (See comments below): _____ Sent to Department / /
(Signature)

☒ Approved: [Signature] Sent to ~~Mayor~~ ^{City Attorney} 10/31/2017
(Signature)

Comments: _____

CITY ATTORNEY

Date Received / /

☐ Pending (See comments below): _____ Sent to Department / /
(Signature)

☒ Approved: [Signature] Sent Original to City Clerk 11/1/2017
(Signature)

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received / /

☐ Pending (See comments below): _____ Sent to Department / /
(Signature)

☒ Approved: [Signature] Sent to City Attorney 11/1/2017
(Signature)

Comments: _____

CITY CLERK

Date Received 11/3/17

Retained 1 original ~~(2)~~ copies in FORTIS

Returned 4 original(s) to Department 11/6/17

Initials: PMT



ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY
WWW.ESCAMBIAHFA.COM

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

Phone: (850) 432-7077
Fax: (850) 438-5205
Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

August 7, 2019

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

RE: City Owned Parcel located at 100 Block East Jordan Street
(Property Reference 000S009010170127)

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 continue to explore partnership opportunities for the City's Housing Initiatives Fund. We know there is opportunity for great synergy between our initiatives.

The vacant infill lot located 100 Block East Jordan 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 would expect the terms of our mutual efforts to be as set forth in the Interlocal Agreement for Urban Infill Housing Development Initiatives between the City and the Authority dated as of November 3, 2017.



We are an Equal Opportunity Lender.

Marcie Whittaker
Page 2

We see the redevelopment of this parcel with a quality home as an additional step in our 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



We are an Equal Opportunity Lender.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00699

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

RECOMMENDATION:

That City Council approve the disposition of the real property located at 113 West Jordan Street (Parcel Ref. No. 000S009010012120) via sale in the amount of \$2,500 plus coverage of closing costs to Robert L. Hardy, Sr., which staff has determined to be a fair offer. Further, that City Council authorize the Mayor to take all actions necessary to execute any deeds, contracts or subsequent documents related to the disposition of this property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility (Pensacola Energy) Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 113 West Jordan Street is approximately 0.0755 acres and zoned R-1AAA. The parcel is in a residential area but is currently denoted as a utility due to the parcel's decommissioned natural gas regulator. The low-pressure regulator station on the Jordan Street parcel was taken out of service in September 2019, after the completion of Pensacola Energy's 3-year cast-iron system replacement project. City Council approved the surplus and disposition via direct negotiation on October 22, 2020.

With the parcel of benefit to only one of the adjacent homeowners due to the regulator station's location and orientation, staff determined direct negotiation to be the most effective method for disposition. The adjacent homeowner and pending buyer, Robert Hardy, purchased his home in 1974 and was interested in purchasing the parcel when the regulator was no longer in use, as a means to further access his own property. He recently received confirmation that the regulator was decommissioned and has contacted City staff on several occasions in the past year, with the latest contact in early September 2020.

Per Council policy, an appraisal was obtained, and notices were mailed to property owners within the subject property's 300-ft radius on October 27, 2020. Sherrill Appraisal Company assessed the parcel with a value of \$5,400 and noted that assemblage with an adjacent property owner as the highest and best use of the parcel. Based on the benefits to the City from both the addition of this parcel to

the tax roll and the release of liability associated with this obsolete parcel, staff has determined the offer from Mr. Hardy to be fair. Also in consideration of the offer, the appraisal report notes the “atypically small size of the parcel” and the potentially negative effect on the “demand, marketability, and resulting value of the subject property” due to the economic impact of COVID-19.

PRIOR ACTION:

October 22, 2020 - City Council approved the surplus and disposition of the real property via direct negotiation.

FUNDING:

N/A

FINANCIAL IMPACT:

As the real property is an asset of Pensacola Energy, proceeds from the eventual sale will go into their enterprise fund, minus any miscellaneous costs associated with the sale. Also, City revenue will be increased by the addition of this parcel to the tax roll.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker Jr., Deputy City Administrator - Administration & Enterprise
Don Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Council Action Approving Surplus - 10-22-2020
- 2) Offer and Correspondence from Robert Hardy
- 3) Aerial and Parcel Info - 113 W Jordan St
- 4) Appraisal - 113 W Jordan St

PRESENTATION: No



Legislation Details (With Text)

File #: 20-00607 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 9/29/2020 **In control:** City Council
On agenda: 10/22/2020 **Final action:** 10/22/2020
Enactment date: **Enactment #:**
Title: DECLARATION AND DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:
Attachments: 1. Aerial and Parcel Info - 113 W Jordan St

Date	Ver.	Action By	Action	Result
10/22/2020	1	City Council	Approved	Pass
10/19/2020	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION AND DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

RECOMMENDATION:

That City Council declare as surplus the real property located at 113 West Jordan Street (Parcel Ref. No. 000S009010012120) and authorize the Mayor to dispose of through direct negotiation. Further, that the City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents to dispose of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 113 West Jordan Street is approximately 0.0755 acres and zoned R-1AAA. The parcel is in a residential area but is currently denoted as a utility due to the parcel's decommissioned natural gas regulator.

The property was acquired during the construction of the original cast iron low-pressure gas system in the late 1800s and early 1900s, with a gas pressure regulator station necessary for operating the system. In recent years, Pensacola Energy has installed 80 miles of polyethylene natural gas mains to replace the aging cast-iron pipes in the downtown area. This upgraded system operates at a

higher medium-pressure, eliminating the need for the old regulator stations.

The low-pressure regulator station on the Jordan Street parcel was taken out of service in September 2019, after completing the 3-year cast-iron system replacement project. The parcel directly abuts one homesteaded homeowner, who is interested in acquiring the parcel. With the parcel of benefit to only the one homeowner due to the regulator station's location and orientation, staff determined direct negotiation to be the most effective method for disposition.

Per Council policy, an appraisal will be obtained, and notices will be mailed to property owners within the subject property's 300-ft radius, pending Council approval to surplus the real property.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

As the real property is an asset of Pensacola Energy, proceeds from the eventual sale will go their enterprise fund, minus any miscellaneous costs associated with the sale.

CITY ATTORNEY REVIEW: Yes

10/1/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker Jr., Deputy City Administrator - Administration & Enterprise
Don Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Aerial and Parcel Info - 113 W Jordan St

PRESENTATION: No

From: [Ronita Hardy](#)
To: [Deana Stallworth](#)
Subject: [EXTERNAL] Fw: OUT OF SERVICE ECUA GAS SUB STATION
Date: Friday, October 23, 2020 11:35:08 AM

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

[Sent from Yahoo Mail on Android](#)

----- Forwarded Message -----

From: "Ronita Hardy" <ronita.hardy@yahoo.com>
To: "Buddy1949hardy" <buddy1949hardy@gmail.com>
Sent: Mon, Aug 24, 2020 at 1:10 PM
Subject: Fw: OUT OF SERVICE ECUA GAS SUB STATION

----- Forwarded Message -----

From: Ronita Hardy <ronita.hardy@yahoo.com>
To: mayorrobinson@cityofpensacola.com <mayorrobinson@cityofpensacola.com>
Sent: Monday, August 24, 2020, 01:09:08 PM CDT
Subject: OUT OF SERVICE ECUA GAS SUB STATION

Mr. Robert L Hardy, Sr
111 W Jordan St
Pensacola, FL 32501

August 24, 2020

City of Pensacola
Mayor Grover C. Robinson IV
Pensacola, FL

Re: OUT OF SERVICE ECUA GAS SUB STATION LOCATED AT 113 W JORDAN ST.

Dear Mr. Mayor,

I Robert L Hardy, Sr purchased my home at 111 W Jordan St over 40 years ago. To date, my family and I have resided at 111 W Jordan street for the last 47 years. I am writing to you about the property located at 113 W Jordan St. This property

has been occupied by the city of Pensacola as an ECUA sub gas station during the duration of my family and I living here. In January of 2020, the substation was disconnected. The Gas sub station is no longer functioning, and all of the equipment has been removed from this location. With this being said, I would like to purchase this property and have first priority if and when this property goes on the market. At this time I'm not sure what the City plans to do with this location but I would certainly like it to be noted and documented that I Mr. Robert L Hardy, Sr, would like to be given the opportunity to purchase this property immediately before and if it ever goes up for sale!!

Thank you in advance for your time and consideration.

Mr. Robert L. Hardy, Sr

111 W Jordan St

Pensacola, FL 32501

850-438-3654 H

850-501-5784 C

From: [Deana Stallworth](#)
To: ["buddy1949hardy"](#)
Subject: RE: [EXTERNAL] 113 W Jordan St Property
Date: Friday, October 23, 2020 12:03:14 PM
Attachments: [image001.png](#)

Hi Mr. Hardy,

Thank you for this email solidifying our negotiated price of \$2,500 for the 113 W Jordan St parcel. Per our conversation, you are also responsible for any closing costs attributed to the sale of the parcel (i.e. recording fees and doc stamps).

Now that the Council has agreed to surplus the parcel, the next steps are the mailouts to the property owners within a 300' radius and placement on the next available Council agenda for disposition via sale to you. I am aiming for the November 12th meeting, but the timing for submitting items is close. If not able to make the November meeting, it will definitely make the December 10th meeting. I will keep you posted.

Thanks again and hope that you have a great weekend!

Deana Stallworth
Property Lease Manager

Visit us at <http://cityofpensacola.com>
222 W. Main St.
Pensacola, Florida 32502
Office: 850.435.1834
destallworth@cityofpensacola.com



From: buddy1949hardy <buddy1949hardy@gmail.com>
Sent: Friday, October 23, 2020 11:32 AM
To: Deana Stallworth <DeStallworth@cityofpensacola.com>
Subject: [EXTERNAL] 113 W Jordan St Property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern,

I, Mr. Robert L Hardy, Sr, 111 W Jordan St. Pensacola, FL 32501 agree to the price of the property listed at 113 W Jordan St, Pensacola, FL 32501. As quoted by property lease manager Deana Stallworth, I agree to pay \$2,500 for full ownership of the property currently occupied by the city of Pensacola as a previous ECUA gas substation. Upon Agreement by

all parties I agree to submit a check claiming full ownership off this property.

Thanking you in advance!

Mr. Robert L Hardy, Sr.

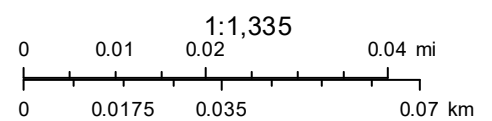
Sent from my Galaxy Tab® A

113 W Jordan St



September 29, 2020

☐ Parcels

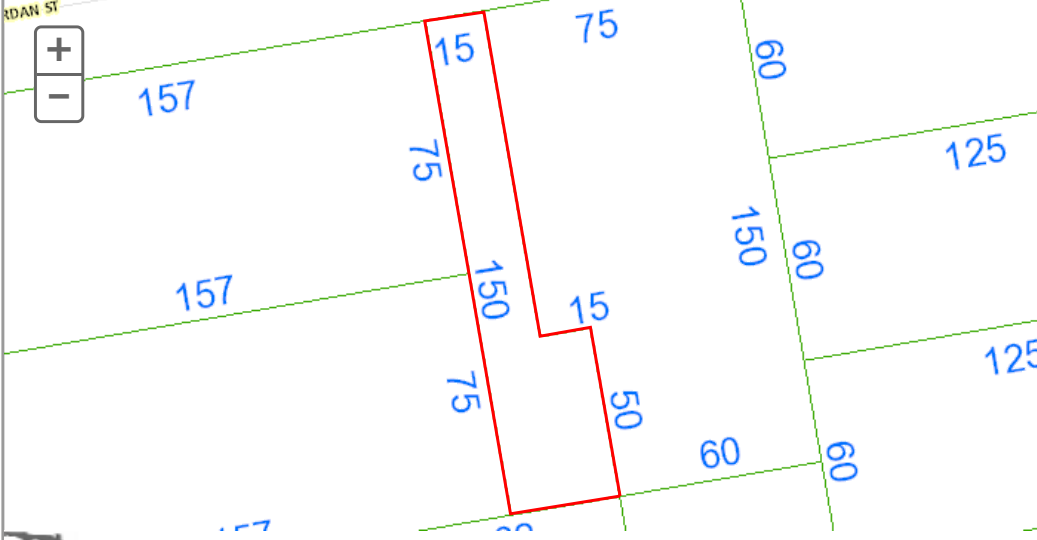


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

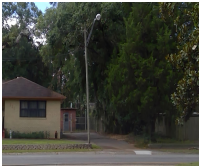
Source: Escambia County Property Appraiser

[Restore Full Version](#)

General Information Reference: 000S009010012120 Account: 132106000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 113 W JORDAN ST 32501 Use Code: UTILITY, GAS, ELECT. Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$8,400</td> <td>\$1,720</td> <td>\$10,120</td> <td>\$10,120</td> </tr> <tr> <td>2019</td> <td>\$8,400</td> <td>\$1,720</td> <td>\$10,120</td> <td>\$10,120</td> </tr> <tr> <td>2018</td> <td>\$8,400</td> <td>\$1,720</td> <td>\$10,120</td> <td>\$10,120</td> </tr> </tbody> </table> Disclaimer Tax Estimator File for New Homestead Exemption Online		Year	Land	Imprv	Total	Cap Val	2020	\$8,400	\$1,720	\$10,120	\$10,120	2019	\$8,400	\$1,720	\$10,120	\$10,120	2018	\$8,400	\$1,720	\$10,120	\$10,120
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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 colspan="6">None</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)	None						2020 Certified Roll Exemptions MUNICIPAL OWNED Legal Description W1/2 OF LT 12 AND S 50 FT OF E1/2 OF LT 12 BELMONT TRACT BEL NO BLK 120 CA 80 Extra Features ASPHALT PAVEMENT BLOCK/BRICK BUILDING CHAINLINK FENCE									
Sale Date	Book	Page	Value	Type	Official Records (New Window)																		
None																							

Parcel Information Section Map Id: CA080 Approx. Acreage: 0.0755 Zoned: R-1AAA Evacuation & Flood Information Open Report	Launch Interactive Map  View Florida Department of Environmental Protection(DEP) Data
---	---

Buildings
Images



6/5/20

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.

Escambia County Property Appraiser
000S009010012120



RESTRICTED APPRAISAL REPORT

OF A

RESIDENTIAL LAND PROPERTY

LOCATED AT

113 WEST JORDAN STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501

EXCLUSIVELY FOR

CITY OF PENSACOLA
CLIENT PURCHASE ORDER: NOT PROVIDED BY CLIENT

AS OF

OCTOBER 2, 2020

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

2803 EAST CERVANTES STREET, SUITE C
PENSACOLA, FLORIDA
32503

RESTRICTED APPRAISAL REPORT

The subject property consists of a relatively small residential land parcel that is improved with a small storage structure. The 0.08-acre property has a physical address of 113 West Jordan Street in Pensacola, Florida. The client is considering the sale of the subject property at an undisclosed price

Additionally, the appraiser did not enter or inspect the interior of the subject structure for this valuation. However, the appraiser did perform an exterior inspection of this subject building. Accordingly, this valuation is based upon the extraordinary assumption that the interior of this subject facility was in similar physical condition on the date of valuation as that observed by the appraiser from the exterior inspection, as reported in this appraisal report. It is important to note that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is comprised of a residential land parcel that is improved with a small structure with no known lease encumbrances. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report. Additionally, the omission of the Cost and Income Capitalization Approaches is not considered to have a negative effect on the credibility of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

Furthermore, this is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.

Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

It should be noted that the extended Pensacola area was significantly affected recently by Hurricane Sally. This catastrophic Category 2 hurricane made landfall near Pensacola on September 16, 2020. Significant destruction occurred to numerous properties in the local area as a result of catastrophic winds, rainfall, flooding, and tornados. Preliminary estimates indicate the cost of damage from this catastrophic storm could exceed \$8 to \$10 billion dollars. However, it appears the subject property did not sustain any significant damage from this hurricane.

CLIENT:	City of Pensacola Attention: Ms. Deana Stallworth Property Lease Manager 222 West Main Street Pensacola, Florida 32502
APPRAISER:	Charles C. Sherrill, Jr., MAI State - Certified General Appraiser #RZ1665 Sherrill Appraisal Company 2803 East Cervantes Street, Suite C Pensacola, FL 32503
APPRAISAL FILE NUMBER:	N220-0098
PROPERTY LOCATION:	113 West Jordan Street, Pensacola, Florida 32501
PROPERTY TYPE/CURRENT USE:	Residential Land (with structure)
REPORTED PROPERTY OWNER:	City of Pensacola
OCCUPANT:	Not Applicable

SALES HISTORY:

The subject property is currently owned by City of Pensacola. According to the public records, the property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. The client is apparently considering the sale of the subject property at a yet undetermined price.

LEGAL DESCRIPTION:

A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

TAX ACCOUNT NUMBER:

13-2106-000

PARCEL IDENTIFICATION NO.:

00-0S-00-9010-012-120

PROPERTY DESCRIPTION: The subject property is located on the south side of West Jordan Street, just west of North Baylen Street. The property is situated immediately adjacent to multiple residences. The interior parcel is slightly irregular in shape. The site has 15 feet of frontage on the south side of West Jordan Street and an average depth of 100 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.0755 acre. This equates by calculation to a land area of 3,289 square feet. This is atypically small relative to other similar parcels in the local area. Based upon this land area and the 120-square foot size of the storage structure, the indicated land-to-building ratio of the subject is 27.4 to 1.0.

The property is fairly level and appears to have satisfactory drainage. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

West Jordan Street is a two-laned roadway with one-way (east-bound) traffic in front of the subject. Overall access of the property is concluded to be adequate.

The subject property is zoned R-1AAA; Low-Density Residential under the zoning ordinances of the City of Pensacola. This zoning district was established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of 4.8 dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. Land uses permitted within this classification include single-family detached dwellings, accessory residential units, community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home, schools and educational institutions, libraries and community centers opened to the public and buildings used exclusively by the federal, state, county, and city government for public purposes, churches, Sunday school buildings, and parish houses, home occupations, municipally-owned and operated parks and playgrounds, and private horse stables. The minimum lot area within this district is 9,000 square feet, and the minimum lot width is 50 feet. A maximum building height of 35 feet is allowed, and certain front, side, and rear yard setbacks (30 feet, 7.5 feet, and 30 feet, respectively) are required. The present ancillary storage use of the subject property is apparently permitted by the current R-1AAA zoning classification. The property has a Future Land Use Classification of LDR; Low Density Residential.

PROPERTY DESCRIPTION (CONT'D): The subject improvements consist of a relatively small (approximately 10 feet by 12 feet) storage structure which contains approximately 120 square feet. This structure is constructed of brick veneer exterior walls and it has an eave height of approximately 9 feet. Although the appraiser was not able to enter or inspect the interior of the facility for this valuation, this structure appears to be in relatively average physical condition.

**CURRENT PROPERTY TAX
ASSESSMENT:**

\$10,120

ZONING CLASSIFICATION:

R-1AAA; Low Density Residential

**FUTURE LAND USE
CLASSIFICATION:**

LDR; Low Density Residential

**HIGHEST AND BEST USE AS
VACANT:**

Assemblage with an adjoining owner (due to atypically small size of parcel)

**HIGHEST AND BEST USE AS
IMPROVED:**

Ancillary storage

ESTIMATED EXPOSURE TIME:

6 to 12 Months

ESTIMATED MARKETING TIME:

6 to 12 Months

TYPE AND DEFINITION OF VALUE:

The purpose of this appraisal is to estimate the market value of the subject property as defined by federal financial institutions regulatory agencies as well as the Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C.

**INTENDED USER OF
APPRAISAL REPORT:**

City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF APPRAISAL
REPORT:**

For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible sale/disposition of the subject property.

PROPERTY INTEREST VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: October 2, 2020

EFFECTIVE DATE OF VALUE: October 2, 2020

DATE OF APPRAISAL REPORT: October 16, 2020

FINAL ESTIMATE OF VALUE: \$5,400 (Value as is, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

This Restricted Use Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation has been retained in the appraiser's file.

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject site (exterior inspection of the subject structure), conducted a telephone interview with the designated property contact (client), and researched and analyzed comparable land sales and offerings in the local area. Additionally, the appraiser performed multiple interviews with various market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor the rapidly-developing coronavirus issue. This information was applied in the Sales Comparison Approach to value the subject property.

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.

ATTACHMENTS:

Attached are a summary of the Sales Comparison Analysis, the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a site plan, a plot plan, a copy of an aerial photograph, a legal description, a comparable land sales location map, site plans and aerial photographs of the comparables, and the appraiser's professional qualifications.

SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. A site plan and aerial photograph of each of these comparables, along with a comparable location map, are presented at the conclusion of this appraisal report.

COMP RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	SQ. FT.	PRICE/ SQ. FT.
1	524197	1900 Block of North Tarragona Street	05/21/19	\$10,000	7,500	\$1.33
2	564318	214 East Yonge Street	12/19/19	\$8,250	4,500	\$1.83
3	548926	1800 Block of North Tarragona Street	02/28/19	\$8,000	3,750	\$2.13
4	564317	2014 North Tarragona Street	12/19/19	\$10,000	3,750	\$2.67

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 3,750 to 7,500 square feet, which is slightly smaller than the size of the subject. All are suitable for a residential type of use. However, the shapes of all of the comparables (with width ranging from 30 to 60 feet) are significantly favorable to the narrow 15-foot width of the subject. Each of the comparables is located in the subject neighborhood within approximately 8 blocks of the subject property. These comparables range in price from \$8,000 to \$10,000, which equates to a unit price of \$1.33 to \$2.67 per square foot.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/exposure, topography, utilities availability, zoning, and improvements (storage structure). After these necessary price adjustments were made for dissimilarities, when compared to the subject, a unit value of \$1.17 to \$1.90 per square foot results for the subject.

In placing least weight on Comparable No. 1, which is the largest sale that also resulted in the greatest price adjustments, a unit value towards the middle to upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$1.65 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

$$\begin{array}{rclclcl} 3,289 \text{ SQ. FT.} & \times & \$1.65/\text{SQ. FT.} & = & \$5,427 \\ & & \text{ROUNDED:} & & \underline{\underline{\$5,400}} \end{array}$$

The above total land value estimate is below the total sales price range of \$8,000 to \$10,000 that is indicated by the above comparables. However, this is concluded to be reasonable based primarily upon the larger size and much superior parcel shape of the comparables, relative to the subject property.

c20-0098L

SUMMARY OF LAND SALES ADJUSTMENTS
--

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	524197	564318	548926	564317
Total Sales Price	\$10,000	\$8,250	\$8,000	\$10,000
Square Feet	7,500	4,500	3,750	3,750
Price Per Square Foot	\$1.33	\$1.83	\$2.13	\$2.67
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$1.33	\$1.83	\$2.13	\$2.67
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$1.33	\$1.83	\$2.13	\$2.67
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$1.33	\$1.83	\$2.13	\$2.67
Market Conditions (Time)	3%	2%	4%	2%
Adjusted Unit Price	\$1.37	\$1.87	\$2.22	\$2.72
<u>Adjustments- Physical Characteristics</u>				
Location	--	--	--	-10%
Size of Site	10%	5%	--	--
Shape of Site	-30%	-25%	-25%	-25%
Access/Road Frontage	--	--	--	--
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	--	--	--	--
Improvements/Other Features	5%	5%	5%	5%
Cumulative (Net) Adjustments	-15%	-15%	-20%	-30%
Adjusted Price Per Square Foot	\$1.17	\$1.59	\$1.77	\$1.90

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land and building area calculations being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).
27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

EXTRAORDINARY APPRAISAL ASSUMPTION:

1. The valuation is based upon the extraordinary assumption that the subject storage structure was in similar physical condition on the date of valuation as that observed by the appraiser from the exterior inspection, as reported in this appraisal report. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (exterior inspection of the structure) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish or mark.

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHERILL, CHARLES C JR PA

410 E GOVERNMENT ST
PENSACOLA FL 32502

LICENSE NUMBER: RZ1665

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property



Front View of Storage Structure on Subject Parcel

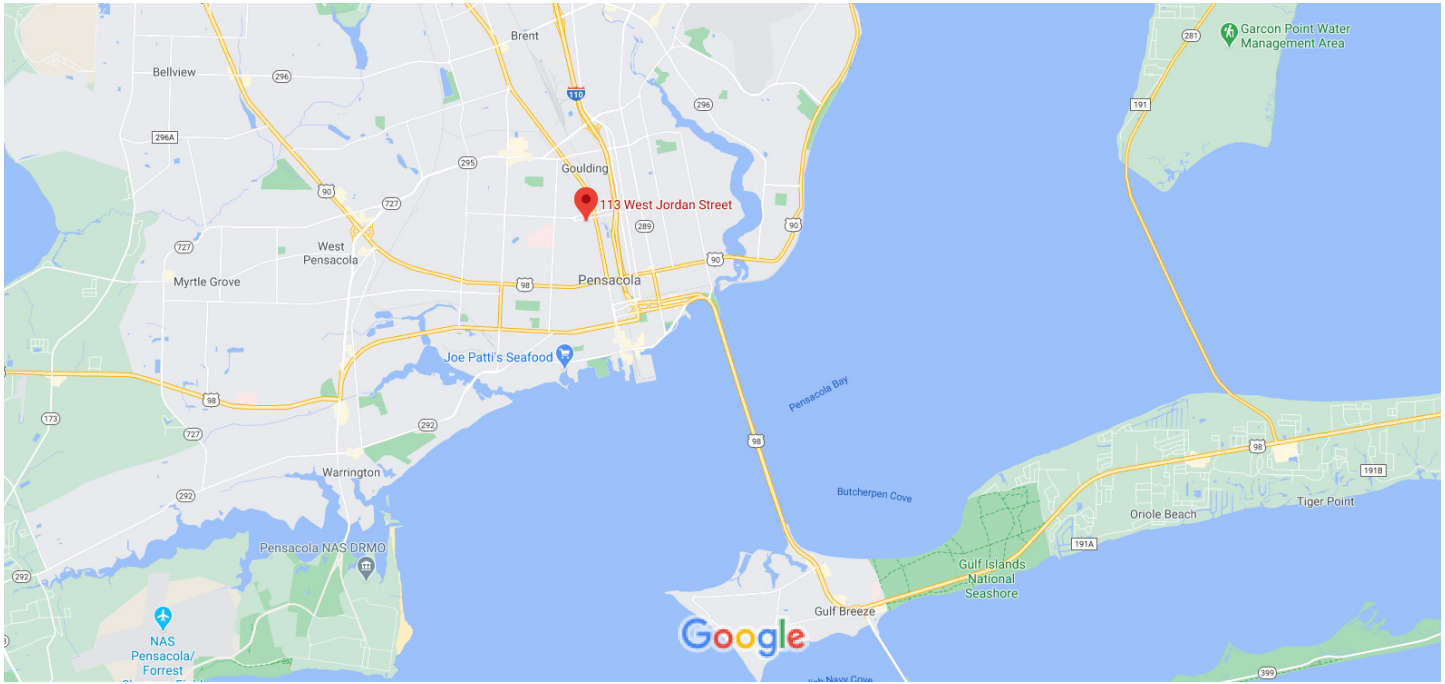
PHOTOGRAPHS OF SUBJECT PROPERTY

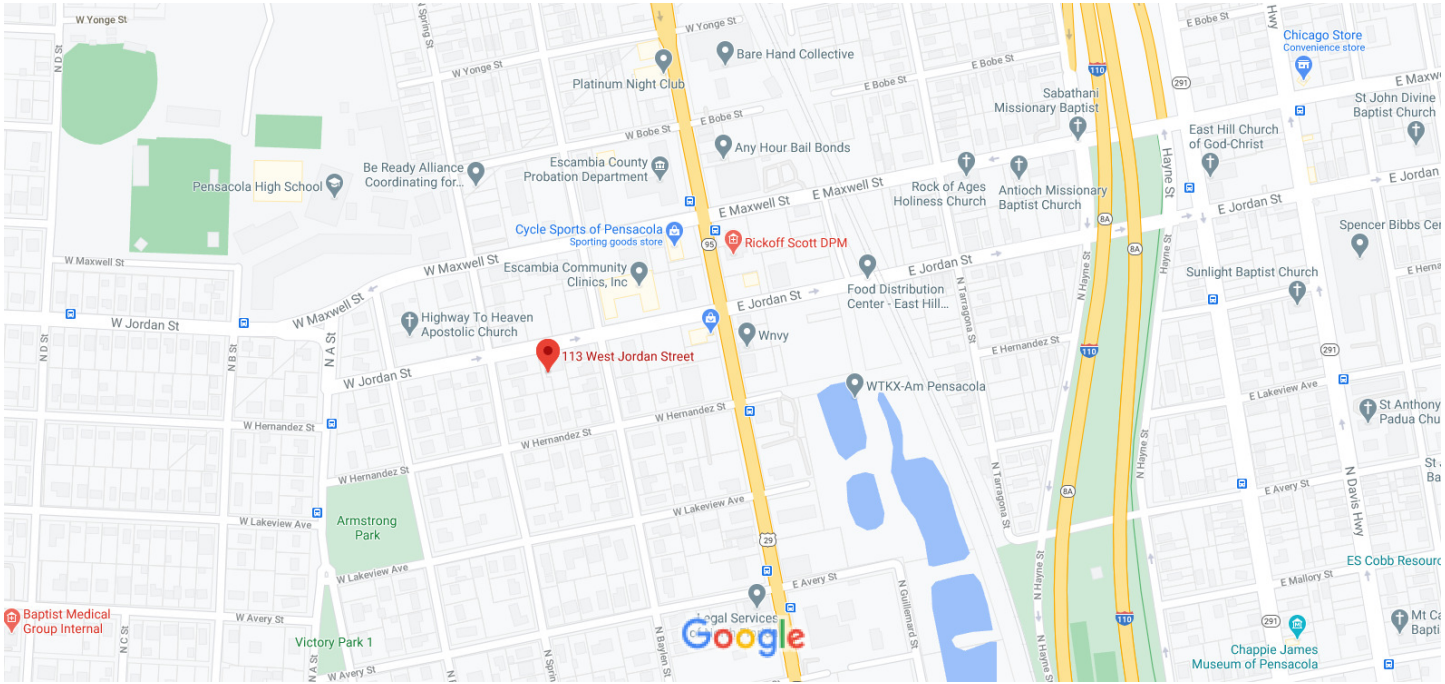


Rear View of Storage Structure on Subject Parcel



Subject Street Scene From West Jordan Street

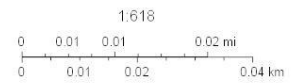






October 12, 2020

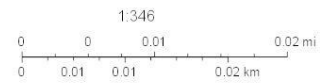
 Override 1	 ARZ-1	 C-3	 HR-1	 OEHC-2	 R-1A	 R-1AAAA
 Property Line	 ATZ-1	 CO	 HR-2	 OEHC-3	 R-1AA	 R-2
 Boundary	 ATZ-2	 GRD	 IC	 OEHR-2	 R-1AAA	 R-2A
Zoning	 C-1	 GRD-1	 M-1	 PC-1	 R-1AAA-PUD	 R-2A-PUD
 <all other values>	 C-2	 HC-1	 M-2	 PR-1AAA	 R-1AAAA	 R-2B
 ARZ	 C-2A	 HC-2	 OEHC-1	 PR-2	 R-1AAAA-PUD	 R-C





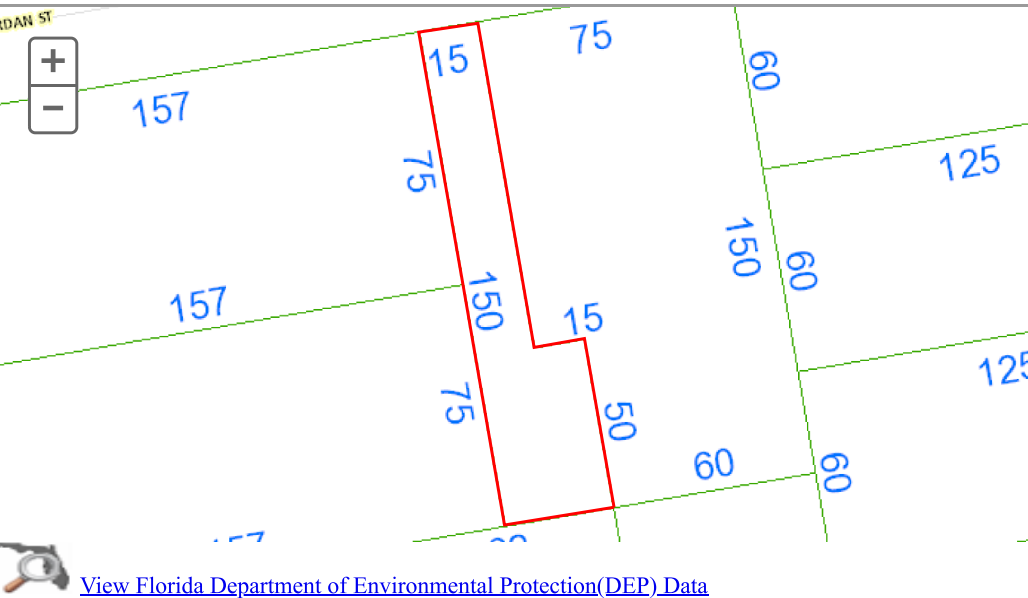
October 12, 2020

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



[Restore Full Version](#)

General Information Reference: 000S009010012120 Account: 132106000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 113 W JORDAN ST 32501 Use Code: UTILITY, GAS, ELECT. Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$8,400</td> <td>\$1,720</td> <td>\$10,120</td> <td>\$10,120</td> </tr> <tr> <td>2019</td> <td>\$8,400</td> <td>\$1,720</td> <td>\$10,120</td> <td>\$10,120</td> </tr> <tr> <td>2018</td> <td>\$8,400</td> <td>\$1,720</td> <td>\$10,120</td> <td>\$10,120</td> </tr> </tbody> </table> Disclaimer Market Value Breakdown Letter Tax Estimator File for New Homestead Exemption Online Report Storm Damage	Year	Land	Imprv	Total	Cap Val	2020	\$8,400	\$1,720	\$10,120	\$10,120	2019	\$8,400	\$1,720	\$10,120	\$10,120	2018	\$8,400	\$1,720	\$10,120	\$10,120
Year	Land	Imprv	Total	Cap Val																	
2020	\$8,400	\$1,720	\$10,120	\$10,120																	
2019	\$8,400	\$1,720	\$10,120	\$10,120																	
2018	\$8,400	\$1,720	\$10,120	\$10,120																	
Sales Data Sale Date Book Page Value Type Official Records (New Window) None Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	2020 Certified Roll Exemptions MUNICIPAL OWNED Legal Description W1/2 OF LT 12 AND S 50 FT OF E1/2 OF LT 12 BELMONT TRACT BEL NO BLK 120 CA 80 Extra Features ASPHALT PAVEMENT BLOCK/BRICK BUILDING CHAINLINK FENCE																				

Parcel Information Section Map Id: CA080 Approx. Acreage: 0.0755 Zoned: R-1AAA Evacuation & Flood Information Open Report	Launch Interactive Map  View Florida Department of Environmental Protection(DEP) Data
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Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc

2019

REAL ESTATE

TAXES



SCAN TO PAY ONLINE

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
13-2106-000	16		0005009010012120

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

PROPERTY ADDRESS:
113 W JORDAN ST

EXEMPTIONS:
MUNICIPAL-CITY OWNED

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	10,120	10,120	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	10,120	10,120	0	0.00
BY STATE LAW	3.9440	10,120	10,120	0	0.00
PENSACOLA	4.2895	10,120	10,120	0	0.00
WATER MANAGEMENT	0.0327	10,120	10,120	0	0.00
M.S.T.U. LIBRARY	0.3590	10,120	10,120	0	0.00

TOTAL MILLAGE 17.3407

AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
W1/2 OF LT 12 AND S 50 FT OF E1/2 OF LT 12 BELMONT TRACT BEL NO BLK 120 CA 80			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By Please Pay	Oct 30, 2020 \$0.00				
--------------------------	------------------------	--	--	--	--

RETAIN FOR YOUR RECORDS

2019 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312

PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY **Oct 30, 2020**
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
13-2106-000
PROPERTY ADDRESS
113 W JORDAN ST

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

FLOOD MAP



October 12, 2020

polygonLayer

Override 1

— LOCAL ROAD

□ Parcels

Streets

— PRINCIPAL ARTERIAL

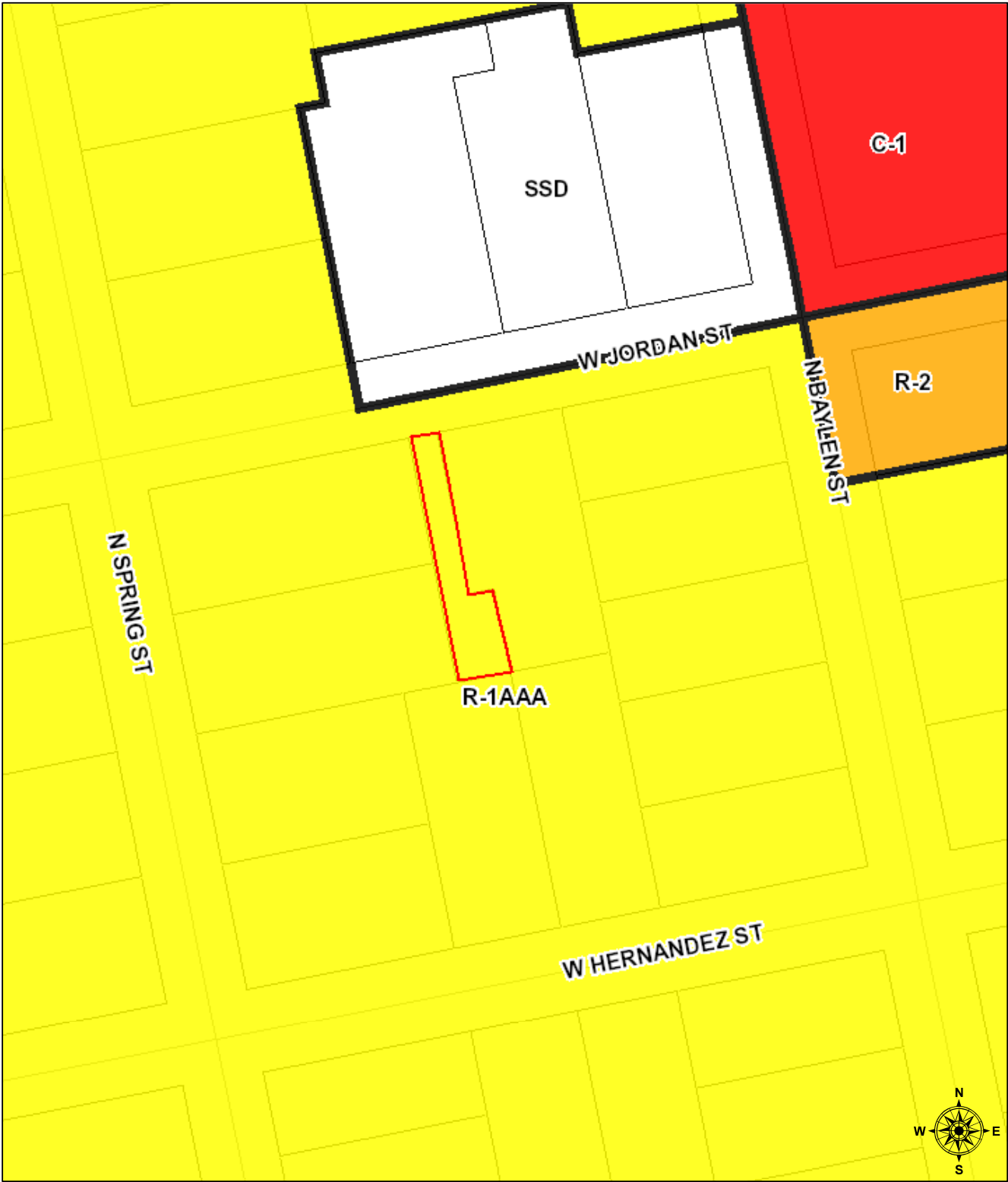
— MINOR ARTERIAL

— COLLECTOR

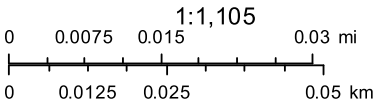
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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

ZONING

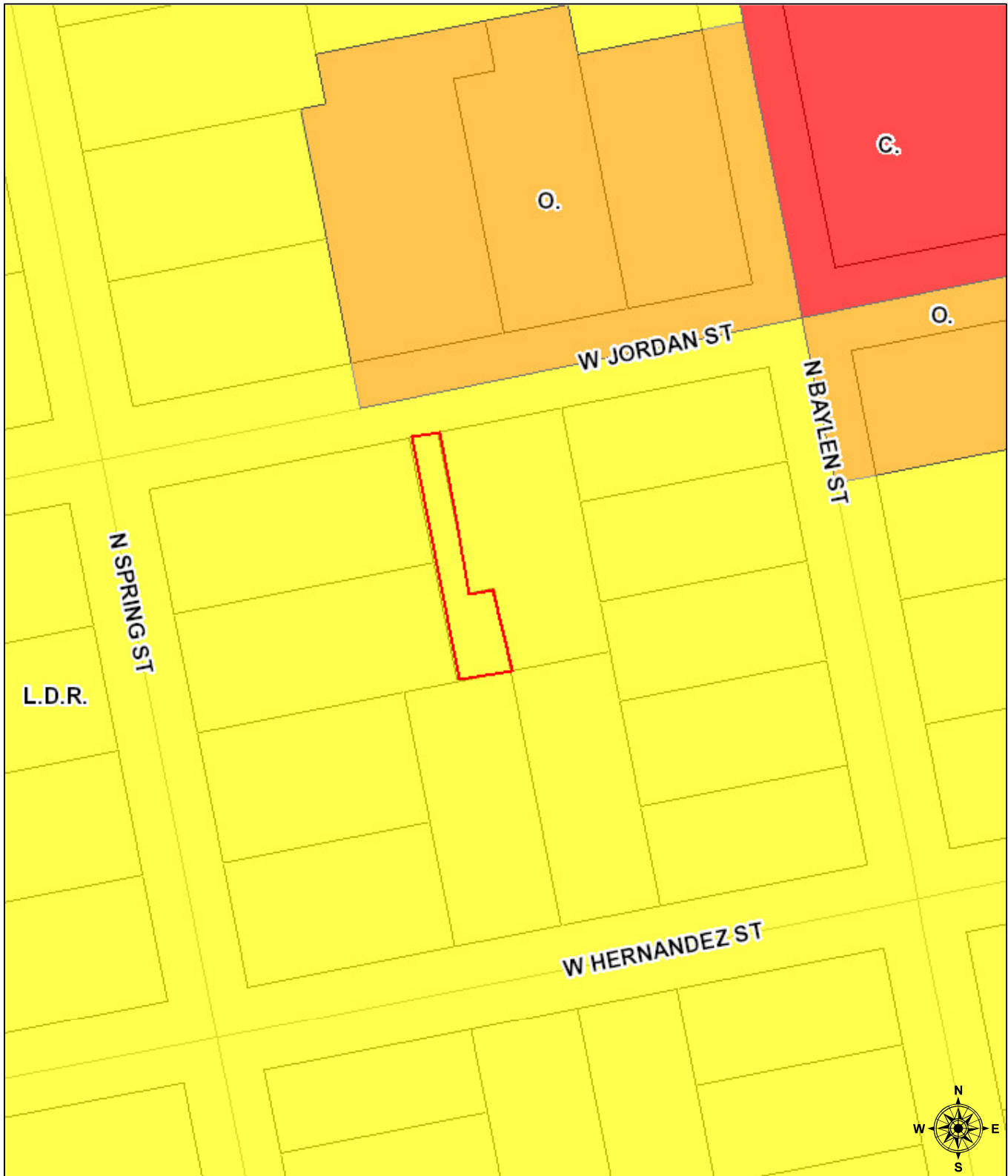


October 12, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

FUTURE LAND USE

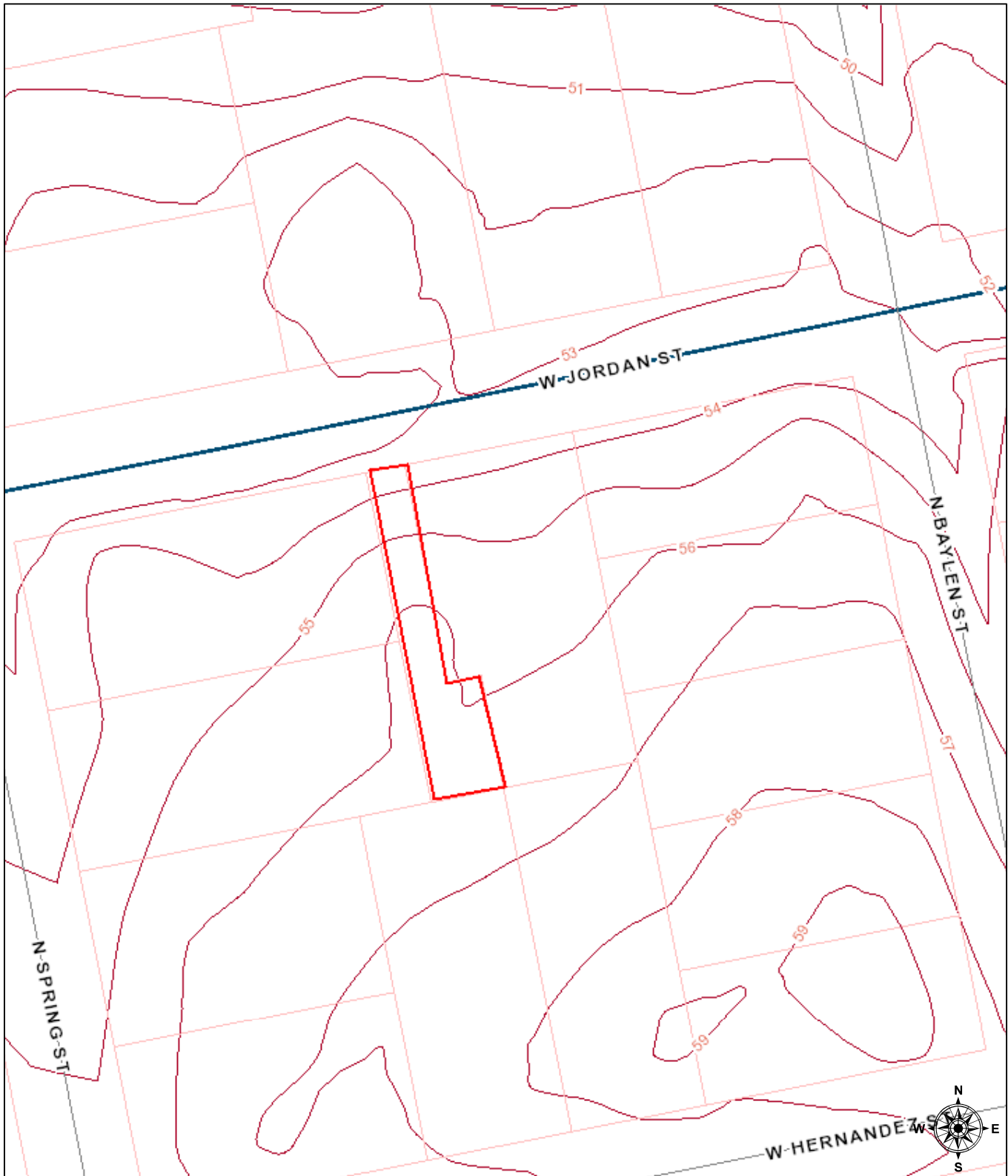


October 12, 2020

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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CONTOURS



October 12, 2020

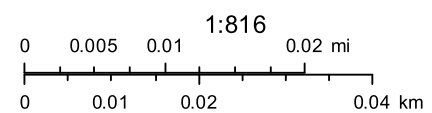
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Override 1

Streets

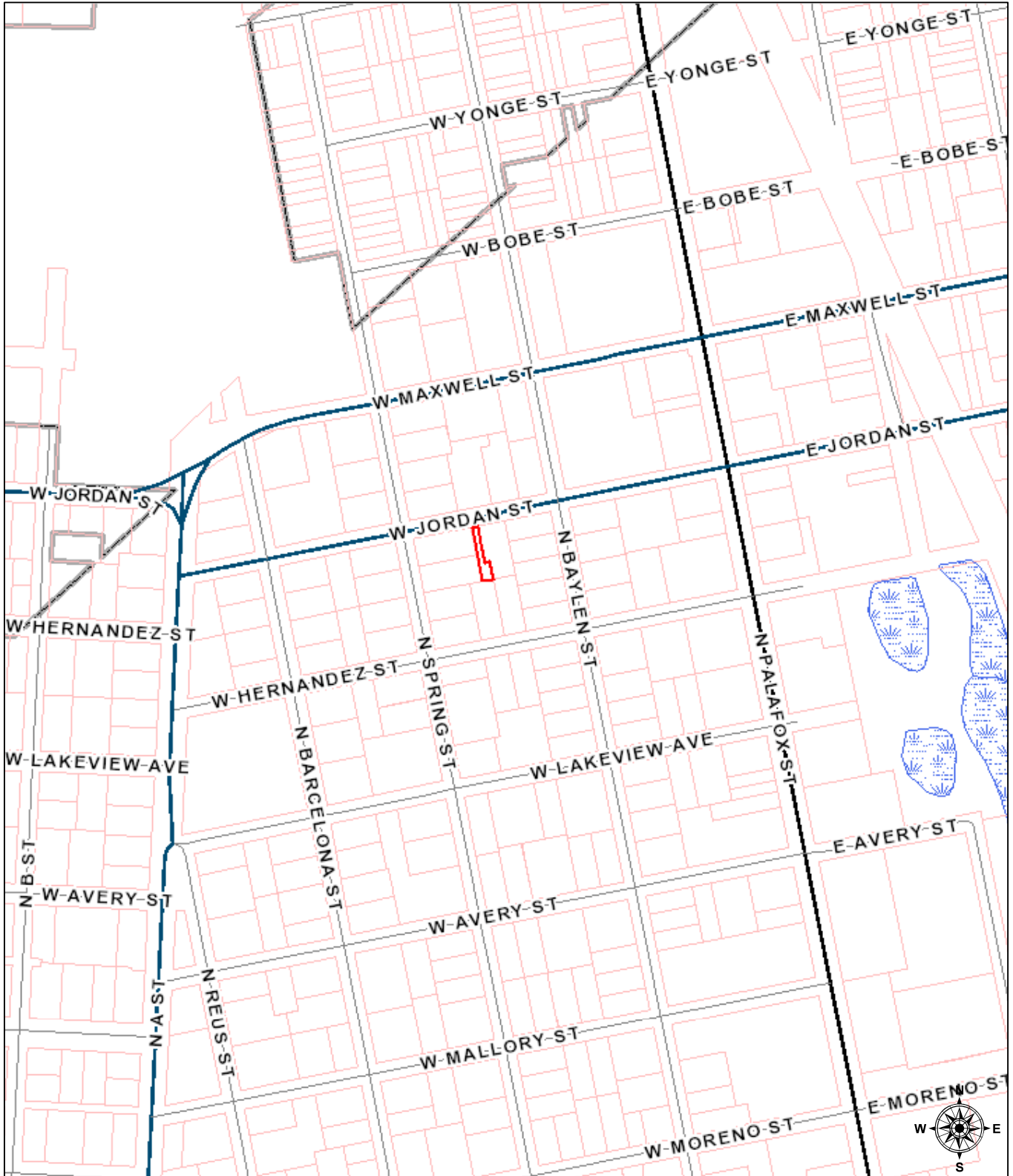
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

- LOCAL ROAD
- Parcels
- Contours - Elevation
- County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

WETLANDS



October 12, 2020

polygonLayer

Override 1

Streets

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

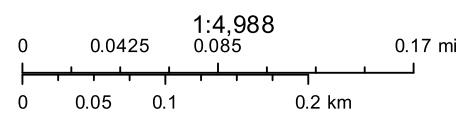
COLLECTOR

— LOCAL ROAD

□ Parcels

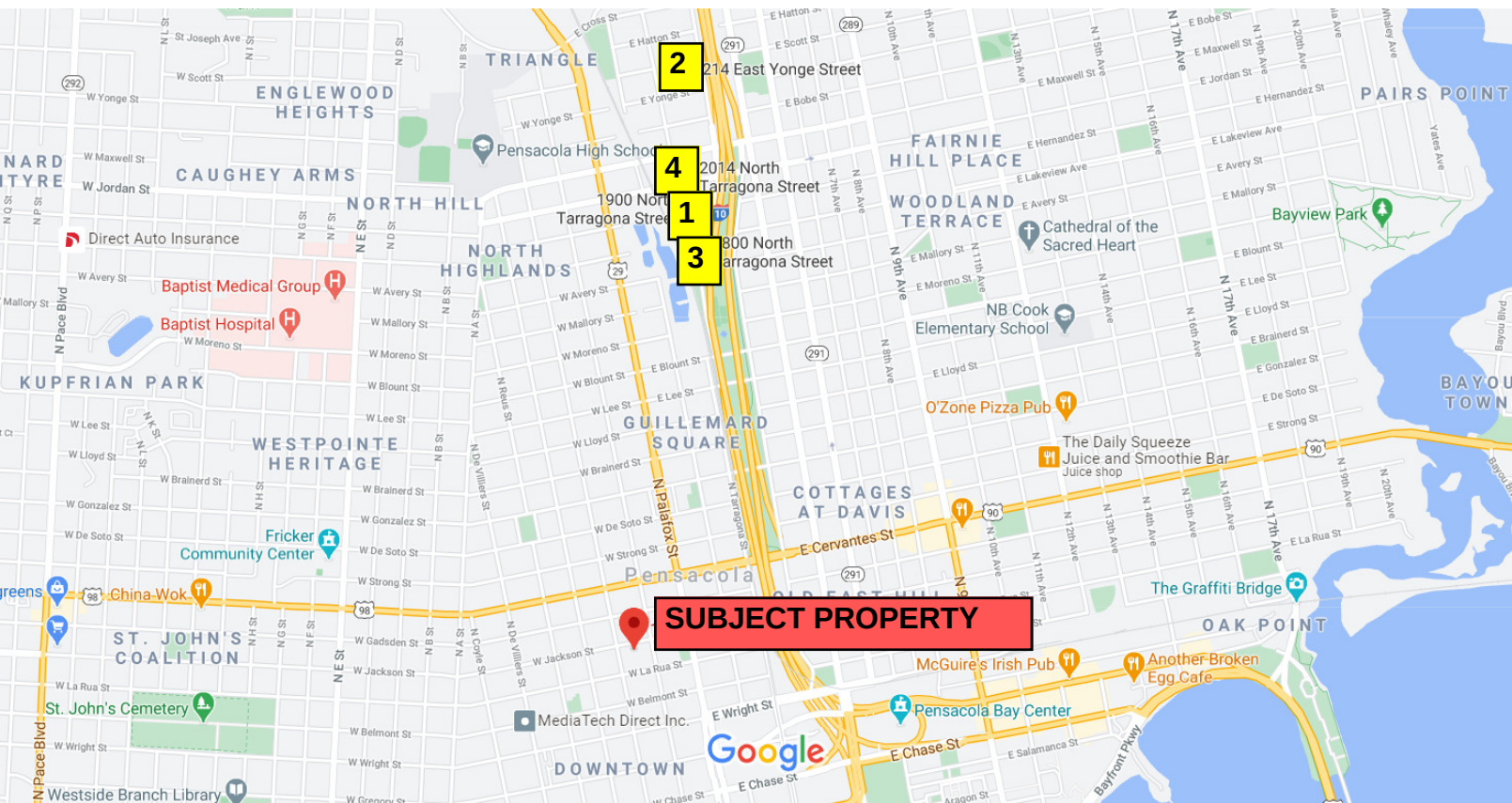
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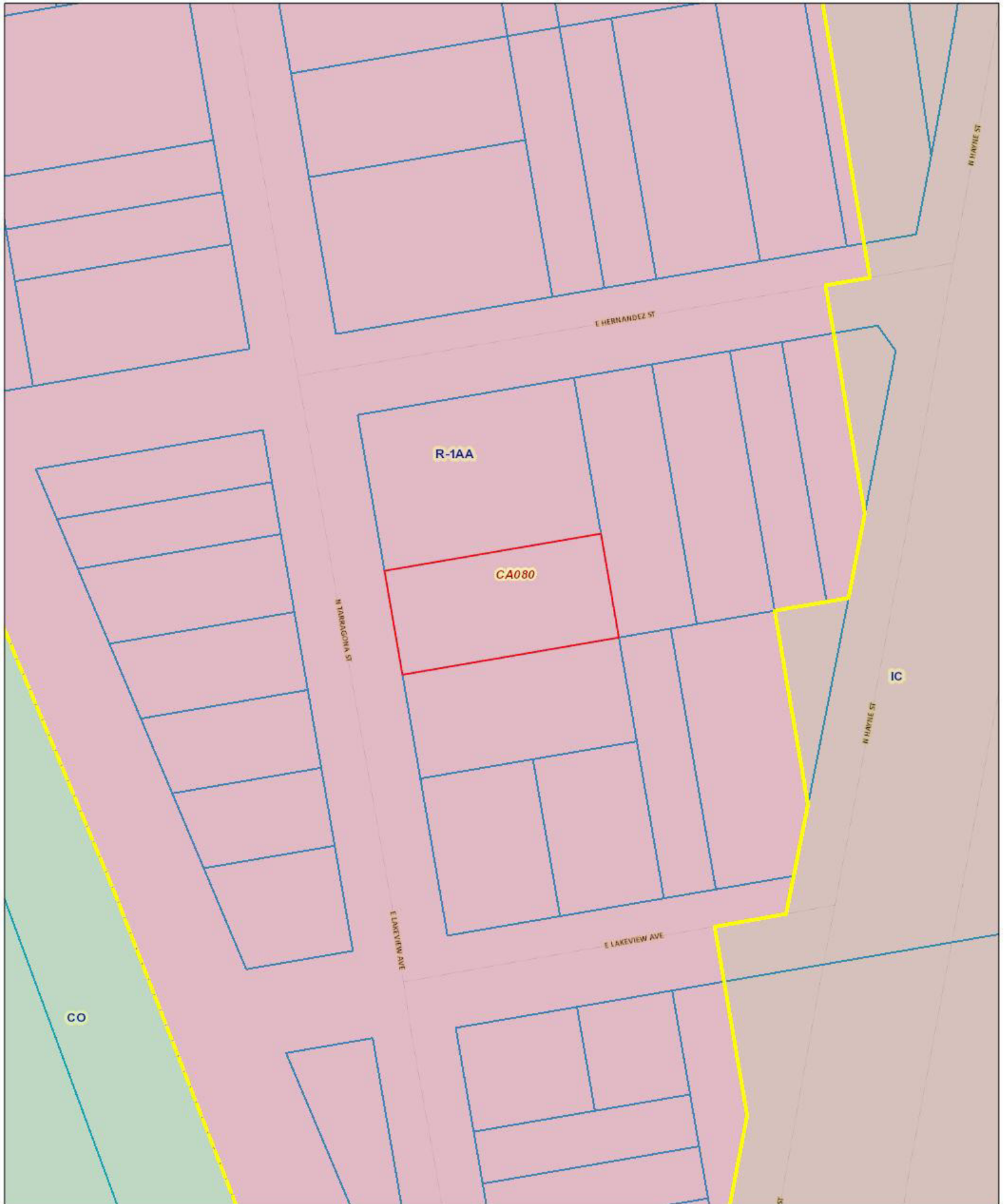
□ County Outline



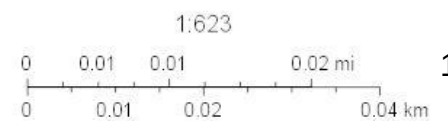
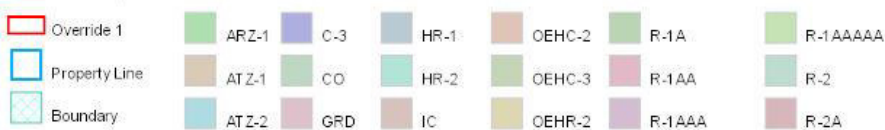
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COMPARABLE LOCATION MAP





October 14, 2020





October 14, 2020

- Override 1
- Property Line

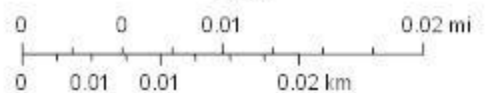
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October 14, 2020

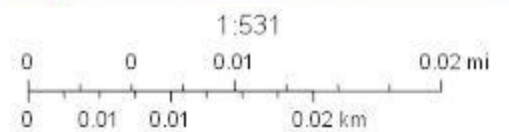
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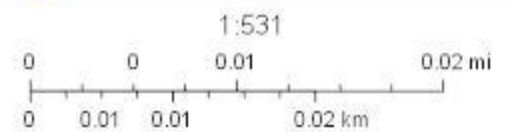
October 14, 2020

- Override 1
- Property Line
- Boundary
- Map Grid





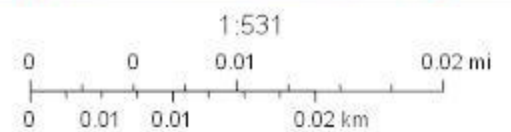
October 14, 2020





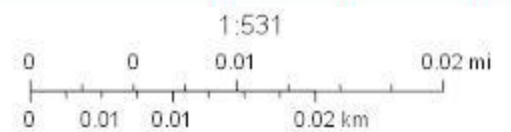
October 14, 2020

- Override 1
- Property Line
- Boundary
- Map Grid





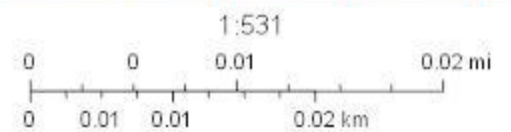
October 14, 2020





October 14, 2020

- Override 1
- Property Line
- Boundary
- Map Grid



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
2803 East Cervantes Street, Suite C
Pensacola, Florida 32503
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

Eminent Domain and Condemnation
Uniform Standards of Professional Appraisal Practice
Business Practices and Ethics
Analyzing Operating Expenses
Appraising from Blueprints and Specifications
Feasibility, Market Value, and Investment Timing
Analyzing Distressed Real Estate
Hotel/Motel Valuation
Effective Appraisal Report Writing
FHA Homebuyer Protection Plan and The Appraisal Process
Standards of Professional Practice - Part C
Standards of Professional Practice - Part A
Fair Lending and the Appraiser
Appraisal of Retail Properties
Standards of Professional Practice - Part B
Understanding Limited Appraisals and General Reporting Options - General
Accrued Depreciation
Depreciation Analysis
Rates, Ratios, and Reasonableness
Comprehensive Appraisal Workshop
Real Estate Risk Analysis
New Technologies for Real Estate Appraisers

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

USPAP Update
 Florida Appraisal Laws and Regulations
 Appraisal of 2-4 Family and Multi-Family Properties
 Challenging Assignments for Residential Appraiser's
 Foreclosure Basics for Appraiser's
 Florida Appraiser Supervisor/Trainee Rules
 Neighborhood Analysis
 Communicating the Appraisal
 Appraisal Principles
 Sales Comparison Approach
 Income Capitalization Approach
 Cost Approach
 Real Estate, Mortgages, and Law
 Essential Elements of Disclosures and Disclaimers
 Mold, A Growing Concern
 Construction Details – from Concept to Completion

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)
 Member, Pensacola Association of Realtors
 Member, Florida Association of Realtors
 Member, National Association of Realtors
 Member, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors
 Current Board Member, Pensacola Sports Foundation
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors
 Past Board Member and Trustee, Pensacola Historical Society Foundation
 Past Member and Executive Committee Member, Pensacola State College Board of Governors
 Past Board Director & Past Executive Committee Member, Pensacola YMCA
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Aegon Realty Advisors Company	Ford Motor Company
Aetna Realty Advisors	Florida Department of Transportation
Bank of America	Gulf Coast Community Bank
Bank of Boston	Hancock Bank
Bank of Pensacola	Harvesters Federal Credit Union
Bank South N. A.	Holley-Navarre Water
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
BBVA Compass	Liberty Bank
Beach Community Bank	Midway Water Company
Branch Banking & Trust (BB&T)	Metropolitan Life Insurance Company
Canadian Imperial Bank of Commerce	National Bank of Commerce (Alabama)
Catholic Church Diocese	National Asset Management Group
Centennial Bank	Navy Federal Credit Union
CenterState Bank	Pen Air Federal Credit Union
Chase Manhattan Mortgage Corp.	Pensacola Area Chamber of Commerce
Charter Bank	Pensacola Government Credit Union
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	PHH Relocation and Real Estate
City of Pensacola	PNC Bank
Clarity Appraisal Management	Port of Pensacola
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	Presbytery of Florida
Cumberland Bank (Kentucky)	RBC Bank
Dart Appraisal Management Company	Recoll Management Corporation Insurance Co.
Dollar Bank	Regions Bank
Dusco Property Management	Sacred Heart Hospital
Emerald Coast Utilities Authority	Saltmarsh, Cleaveland & Gund
Episcopal Church Diocese	ServisFirst Bank
Equity Valuation Partners	Smart Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Tyndall Federal Credit Union
Federal Deposit Insurance Corporation	United Bank (Alabama)
First Alabama Bank	Valuation Management Group
First American Bank	Vanguard Bank & Trust Company
First City Bank of Fort Walton Beach	Various Estates, Attorney's, Accountants, Insurance
First Coast Community Bank	Companies, Churches, & Property Owners
First National Bank of Commerce (Louisiana)	Wachovia Corporation
First National Bank of Florida	Waterfront Rescue Mission
First National Bank of Georgia	Wells Fargo Bank
First Navy Bank	Whitney National Bank
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00641

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: ZONING MAP AND FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council conduct a Public Hearing on November 12, 2020, to consider the request to amend the Zoning Map and Future Land Use Map for property located in the 4406 N. Davis Highway.

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Planning Board Rezoning Application
- 2) Planning Board Minutes October 13 2020 DRAFT
- 3) Future Land Use Map October 2020
- 4) Zoning Map October 2020
- 5) Proposed Ordinance No. 45-20
- 6) Proposed Ordinance No. 46-20

PRESENTATION: No

REZONING

Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM**Property Information:**Owner Name: DAVIS IMP, LLC Phone: 939-3535Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503Parcel ID: 49-15-30-9101-000-001 Acres/Square Feet: 1.47Zoning Classification: Existing R-1AAA Proposed C-1Future Land Use Classification: Existing L.D.R. Proposed CReason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. THE NEW ADDITION WILL BE MEDICAL OFFICES.Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereonThe above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 4 day of August, 2020.

Applicant Signature

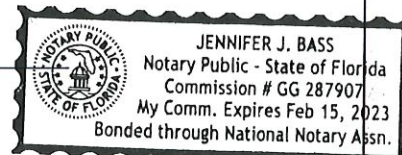
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)

Sworn to and subscribed to before me this 4 day of August, 2020Name: Jennifer J. BassCommission Expires: 2/15/23**FOR OFFICE USE ONLY**

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

- (a) The city.
- (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 3. The applicant 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.
- (d) Any party may appear in person, by agent, or by attorney.
- (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

- 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
- 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

- (a) *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

- (b) *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) *Zoning amendments*

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (l) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

- (2) *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
- (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
 - (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.



HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

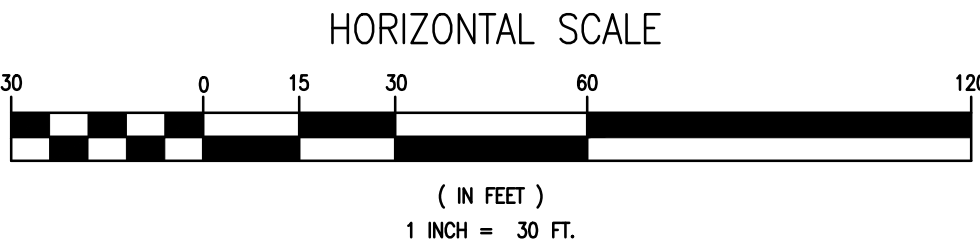
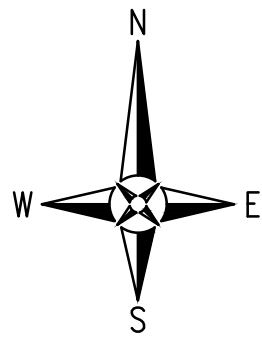
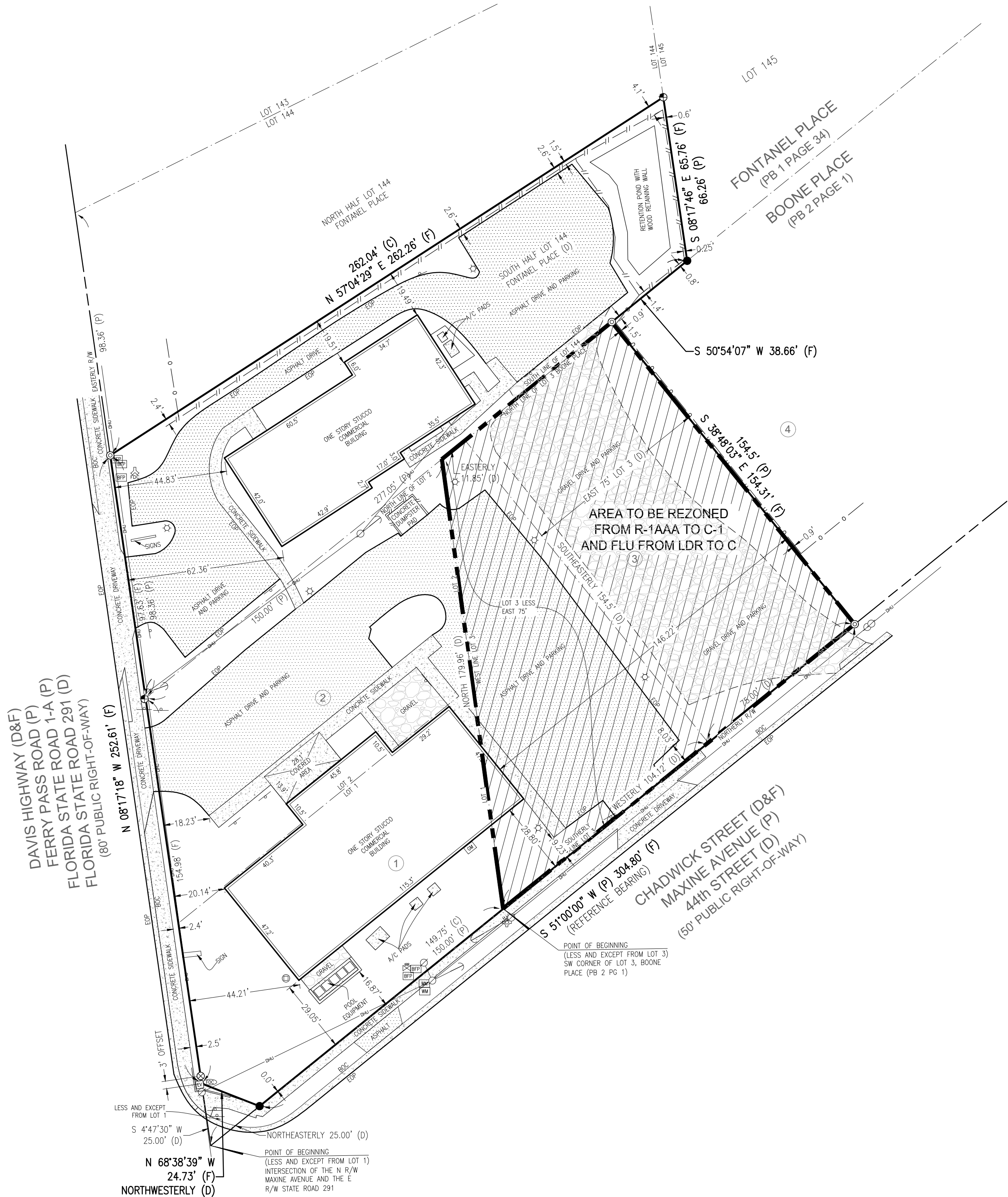
0 100 200 Feet

Date: 8/11/2020



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\Planning\Zoning\FLUChanges\4406NDavisHwy\4406NDavisHwyRe zoning



DESCRIPTION: (AS PROVIDED)

THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY); AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

AND

LOT 3 OF BOONE PLACE LESS AND EXCEPT: THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

AND

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

- ⊗ SET 1/2" DIA RED CAPPED IRON ROD (No. 7916)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- ⊙ FOUND 1" DIA IRON PIPE (UNNUMBERED)
- ⊗ FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- ⊗ DENOTES WOOD UTILITY POLE
- ⊗ DENOTES METAL UTILITY POLE
- ⊗ DENOTES SINGLE SUPPORT SIGN
- 0 — DENOTES CHAIN LINK FENCE
- // — DENOTES WOOD PANEL FENCE
- ⊗ DENOTES FIBER OPTIC CABLE MARKER
- ⊗ DENOTES FIRE HYDRANT
- ⊗ DENOTES BACK FLOW PREVENTER
- ⊗ DENOTES FIRE DEPARTMENT CONNECTION
- ⊗ DENOTES GAS METER
- ⊗ DENOTES GUY WIRE ANCHOR
- ⊗ DENOTES IRRIGATION VALVE
- ⊗ DENOTES WATER METER
- ⊗ DENOTES SEWER CLEANOUT
- ⊗ DENOTES ELECTRIC VAULT
- ⊗ DENOTES OVERHEAD ELECTRIC
- ④ DENOTES LOT NUMBER
- A/C DENOTES AIR CONDITIONING
- BOC DENOTES BACK OF CURB
- (C) DENOTES CALCULATED PER FIELD DATA
- (D) DENOTES DEED INFORMATION
- EDP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- PB DENOTES PLAT BOOK
- PG DENOTES PAGE
- R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION NO. 6211

DATE

SACRED HEART MEDICAL
4406 NORTH DAVIS HIGHWAY

SECTION: 49 TOWNSHIP: 1 S RANGE: 30 W
COUNTY: ESCAMBIA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO: 2019.131	DRAWN BY: BTH
CHKD BY: MANIANG	SCALE: 1" = 30'
F.B.I. 19-06	PG. 74-77
DATE: 8/29/2019	

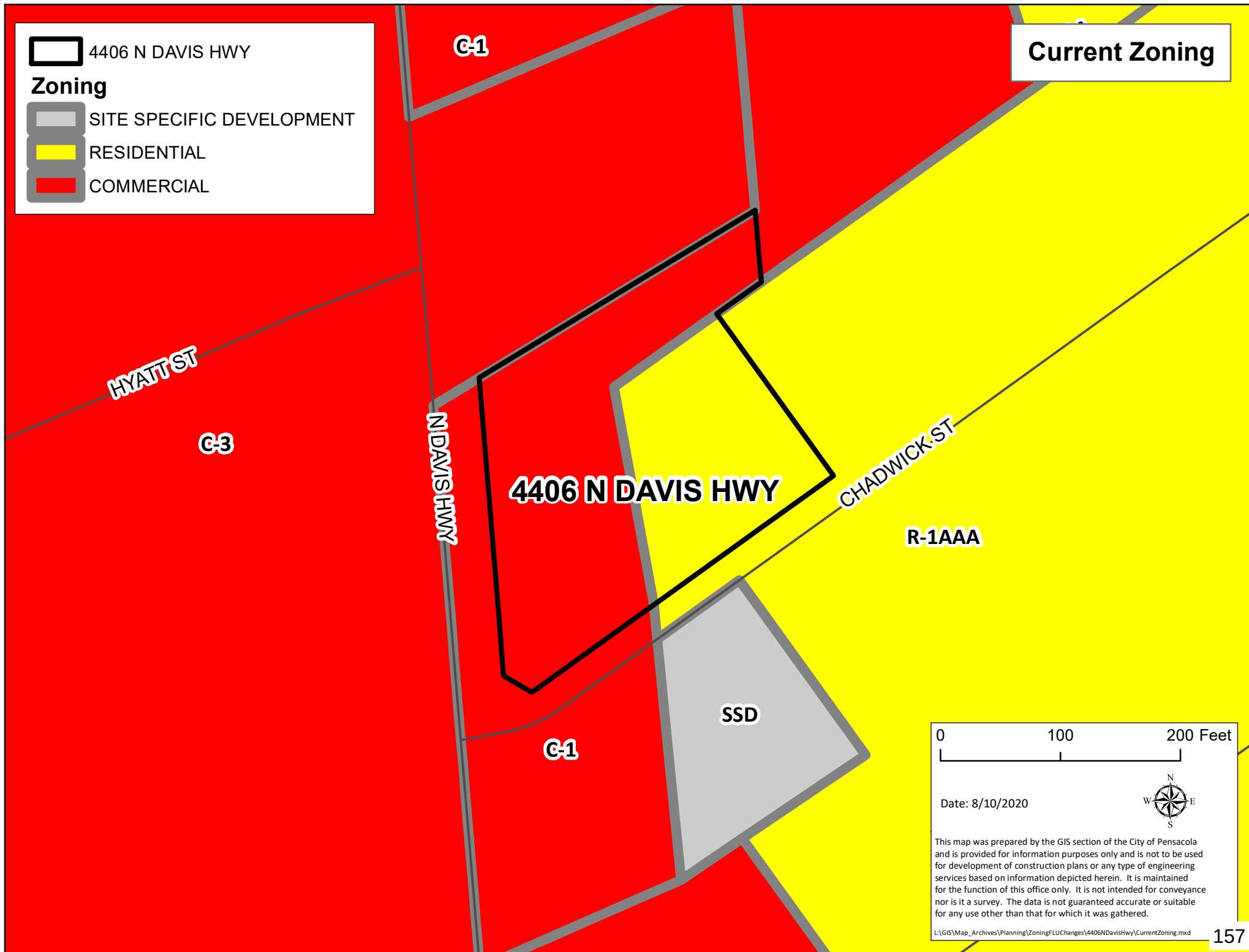
BOUNDARY SURVEY	DAVIS IMP, L.L.C.	KERRY ANNE SCHULTZ
PREPARED FOR:	FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.	
REQUESTED BY:		

4406 N DAVIS HWY

Zoning

- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Current Zoning



 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM | **Current Future
Land Use**

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

LOW DENSITY RESIDENTIAL

CHADWICK ST

0 100 200 Feet

Date: 8/11/2020



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

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- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd

Department:	Comments:
FIRE	No comments.
PW/E	No comments.
InspSvcs	No comments.
ESP	No comments.
ECUA	No comments.
GPW	No comments.
ATT	No comments.

Cynthia Cannon

From: Diane Moore
Sent: Tuesday, August 11, 2020 10:57 AM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

Thanks,
Diane

Diane Moore | Gas Distribution Engineer
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331
Email: dmoore@cityofpensacola.com

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Tuesday, August 11, 2020 3:03 PM
To: Cynthia Cannon
Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson
Sent: Wednesday, August 12, 2020 3:27 PM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal

Visit us at PensacolaFire.com

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

abloxson@cityofpensacola.com



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From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD
October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne Schultz

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 11, 2020.
- **New Business:**
 - Carver Darden Sign Variance**
 - Admirals Row Aesthetic Review – S. Palafox**
 - Waffle House 401 E. Gregory**
 - Aragon Mail Covering**
 - 4406 N Davis Hwy Rezoning**
 - Lanier Place Subdivision Plat**
 - Council Myers Tree Ordinance Amendment**
 - Engineering Proposed Tree Ordinance**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

“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. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above.”

This request has been routed through the various City departments and utility providers.

Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was “no” since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered “peculiar to the land” since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant’s fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met.

Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance.

Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion and perhaps that would be the solution people would reach.

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

3. Admirals Row Aesthetic Review – S. Palafox

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, “Admiral’s Row”, located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant’s architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: **Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued.** Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal – 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested. Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the pruning of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

4406 N DAVIS HWY

Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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PROPOSED
ORDINANCE NO. 45-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City Council desires to effect an amendment to a portion of the Future Land Use element of the Comprehensive Plan; and

WHEREAS, said amendment is consistent with the other portions of the Future Land Use Element and all other applicable elements of the Comprehensive Plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in §§163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to C (Commercial) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola C (Commercial)

Future Land Use District.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. 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.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 46-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on November 12, 2020 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

is hereby changed in its entirety to C-1 (Retail and Commercial) Zoning District.

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 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 #: 45-20

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 45-20 on first reading:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry H. Morris, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 45-20
- 2) Planning Board Rezoning and FLUM Application
- 3) Planning Board Minutes October 13 2020 DRAFT
- 4) Future Land Use Map October 2020

PRESENTATION: No

PROPOSED
ORDINANCE NO. 45-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN
AND FUTURE LAND USE MAP OF THE CITY OF
PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City Council desires to effect an amendment to a portion of the Future Land Use element of the Comprehensive Plan; and

WHEREAS, said amendment is consistent with the other portions of the Future Land Use Element and all other applicable elements of the Comprehensive Plan, as amended; and

WHEREAS, said amendment will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in §§163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the Comprehensive Plan and Future Land Use map of the City of Pensacola; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Pensacola, and all notations, references and information shown thereon as it relates to the following described real property in the City of Pensacola, Florida, to-wit:

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE
PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to C (Commercial) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola C (Commercial)

Future Land Use District.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map for the subject property to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. 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.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

REZONING



Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020

Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501

Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM

Property Information:

Owner Name: DAVIS IMP, LLC Phone: 939-3535

Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503

Parcel ID: 49-15-30-9101-000-001 Acres/Square Feet: 1.47

Zoning Classification: Existing R-1AAA Proposed C-1

Future Land Use Classification: Existing L.D.R. Proposed C

Reason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. THE NEW ADDITION WILL BE MEDICAL OFFICES.

- Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 4 day of August, 2020.

Applicant Signature

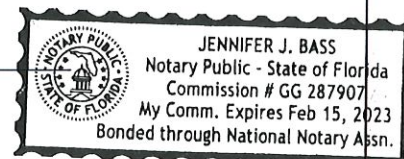
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)



Sworn to and subscribed to before me this 4 day of August, 2020

Name: Jennifer J. Bass

Commission Expires: 2/15/23

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

- (a) The city.
- (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 3. The applicant 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.
- (d) Any party may appear in person, by agent, or by attorney.
- (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

- 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
- 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

- (a) *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

- (b) *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) *Zoning amendments*

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (l) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

- (2) *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
 - (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
 - (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.



HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

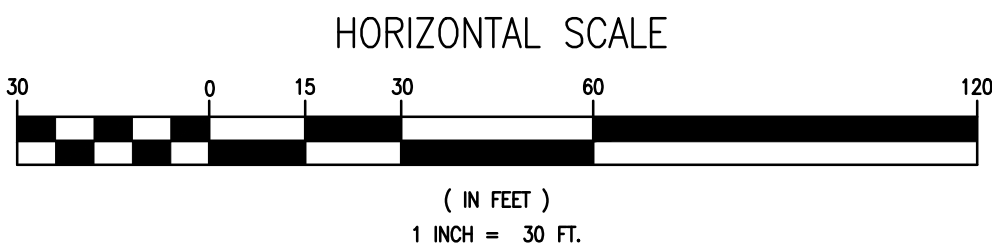
0 100 200 Feet

Date: 8/11/2020



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\Planning\Zoning\FLUChanges\4406NDavisHwy\4406NDavisHwyRe zoning



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

SACRED HEART MEDICAL
4406 NORTH DAVIS HIGHWAY

A PORTION OF
SECTION: 49 TOWNSHIP: 1 S RANGE: 30 W
COUNTY: ESCAMBIA STATE: FLORIDA

[illegible]

PROJECT NO:	2019.131
DRAWN BY:	BTH
CHK'D BY:	MAN/ANC
SCALE:	1" = 30'
F.B.:	19-05
PG.:	74-77
DATE:	8/23/2019

BOUNDARY SURVEY

PREPARED FOR:	DAVIS IMP. L.L.C.
REQUESTED BY:	KERRY ANNE SCHULTZ FOUNTAIN, SCHULTZ & BRIDGFORD, P.L.L.C.

1 of 1

DESCRIPTION: (AS PROVIDED)

THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY

AND

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 30 NORTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY), AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING, THENCE SOUTH 2 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

AND

LOT 3 OF BOONE PLACE LESS AND EXCEPT; THE EAST 75 FEET OF SAIL LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA, RUN NORTH 107° 07' 00" WEST 107.116 FEET TO THE SOUTHWESTERLY CORNER OF THE NORTHERLY LINE OF SAIL LOT 3, THENCE EAST 104.12 FEET TO THE NORTHERLY LINE OF SAIL LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY TO A LINE PARALLEL TO THE EASTERLY LINE OF SAIL LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAIL LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAIL LOT 3, THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAIL LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

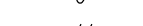
AND

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HEREON.
4. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
6. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PLAN NUMBER 12033C03806, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
7. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSIDE SCALED MEASUREMENTS.
8. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
10. THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP. L.L.C.
 - CENTENNIAL_BANK

LEGEND:

- | | |
|---|--|
|  | SET 1/2" DIA RED CAPPED IRON ROD (No. 7916) |
|  | ● FOUND 1/2" DIA IRON ROD (UNNUMBERED) |
|  | ● FOUND 1" DIA IRON PIPE (UNNUMBERED) |
|  | ● FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE) |
|  | ● DENOTES WOOD UTILITY POLE |
|  | ● DENOTES METAL UTILITY POLE |
|  | ● DENOTES SINGLE SUPPORT SIGN |
|  | — 0 — DENOTES CHAIN LINK FENCE |
|  | — // — DENOTES WOOD PANEL FENCE |
|  | ESC DENOTES FIBER OPTIC CABLE MARKER |
|  | FFP DENOTES FIRE HYDRANT |
|  | BBF DENOTES BACK FLOW PREVENTER |
|  | FFC DENOTES FIRE DEPARTMENT CONNECTION |
|  | GM DENOTES GAS METER |
|  | ← DENOTES GUY WIRE ANCHOR |
|  | IRV DENOTES IRRIGATION VALVE |
|  | WM DENOTES WATER METER |
|  | SC DENOTES SEWER CLEANOUT |
|  | EV DENOTES ELECTRIC VAULT |
|  | DWU — DENOTES OVERHEAD ELECTRIC |
|  | (4) DENOTES LOT NUMBER |
| A/C | DENOTES AIR CONDITIONING |
| BOC | DENOTES BACK OF CURB |
| (C) | DENOTES CALCULATED PER FIELD DATA |
| (D) | DENOTES DEED INFORMATION |
| EOP | DENOTES EDGE OF PAVEMENT |
| (F) | DENOTES FIELD INFORMATION |
| (P) | DENOTES PLAT INFORMATION |
| PB | DENOTES PLAT BOOK |
| PG | DENOTES PAGE |
| R/W | DENOTES RIGHT OF WAY |

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

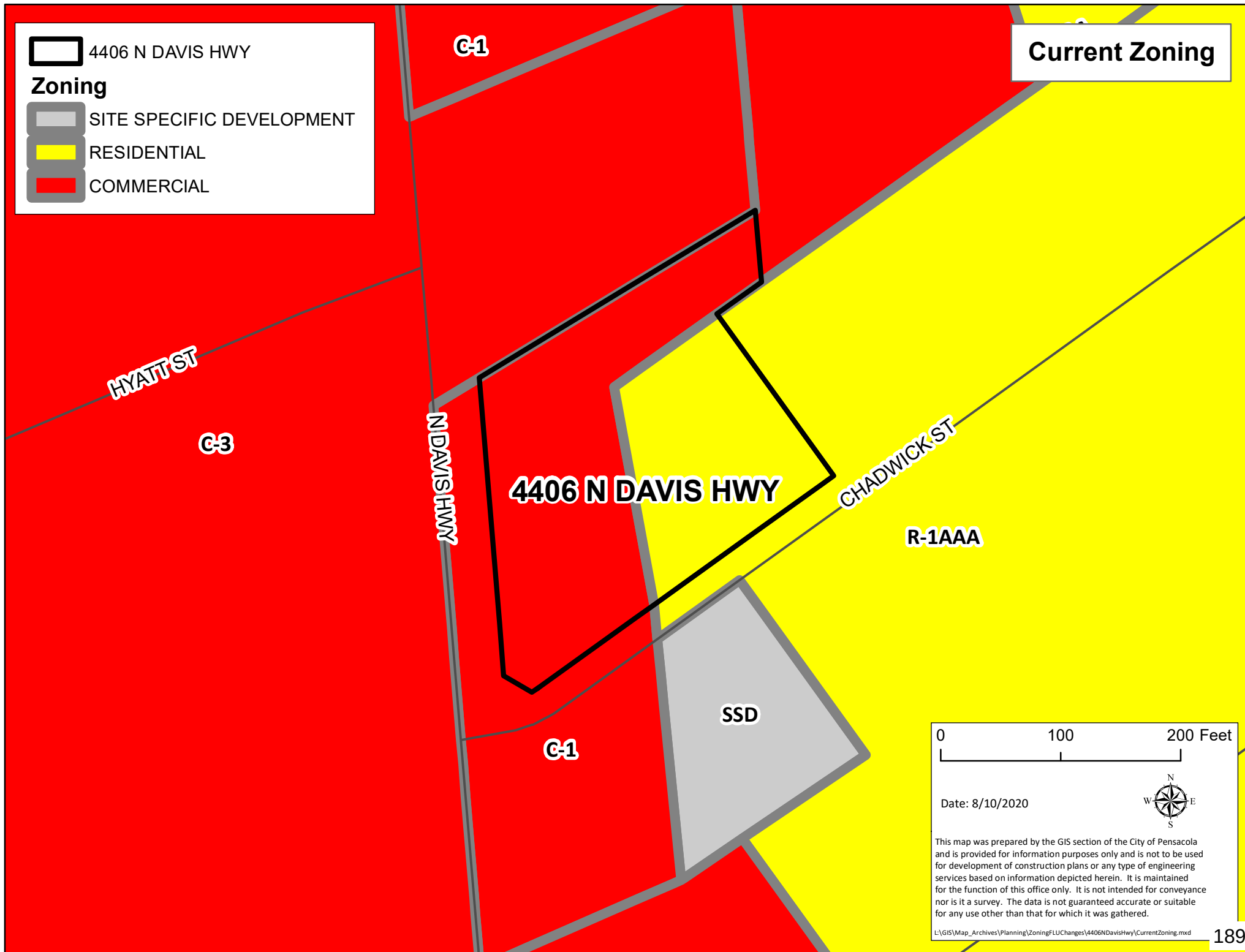
DATE _____

4406 N DAVIS HWY

Zoning

- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Current Zoning



0 100 200 Feet

Date: 8/10/2020



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

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4406 N DAVIS HWY

Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

MEDIUM | **Current Future Land Use**

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

0 100 200 Feet

Date: 8/11/2020



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- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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Department:	Comments:
FIRE	No comments.
PW/E	No comments.
InspSvcs	No comments.
ESP	No comments.
ECUA	No comments.
GPW	No comments.
ATT	No comments.

Cynthia Cannon

From: Diane Moore
Sent: Tuesday, August 11, 2020 10:57 AM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

Thanks,
Diane

Diane Moore | Gas Distribution Engineer
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331
Email: dmoore@cityofpensacola.com

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Tuesday, August 11, 2020 3:03 PM
To: Cynthia Cannon
Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

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Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson
Sent: Wednesday, August 12, 2020 3:27 PM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal

Visit us at PensacolaFire.com

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

abloxson@cityofpensacola.com



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MINUTES OF THE PLANNING BOARD

October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne Schultz

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 11, 2020.
- **New Business:**
 - Carver Darden Sign Variance**
 - Admirals Row Aesthetic Review – S. Palafox**
 - Waffle House 401 E. Gregory**
 - Aragon Mail Covering**
 - 4406 N Davis Hwy Rezoning**
 - Lanier Place Subdivision Plat**
 - Council Myers Tree Ordinance Amendment**
 - Engineering Proposed Tree Ordinance**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

“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. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above.”

This request has been routed through the various City departments and utility providers.

Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was “no” since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered “peculiar to the land” since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant’s fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met.

Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance.

Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion and perhaps that would be the solution people would reach.

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

3. Admirals Row Aesthetic Review – S. Palafox

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, “Admiral’s Row”, located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant’s architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: **Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued.** Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal – 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested. Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the pruning of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 46-20

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 46-20 on first reading:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry H. Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 46-20
- 2) Planning Board Rezoning and FLUM Application
- 3) Planning Board Minutes October 13 2020 DRAFT
- 4) Zoning Map October 2020

PRESENTATION: No

PROPOSED
ORDINANCE NO. 46-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; FLORIDA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on November 12, 2020 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the City Council has determined that the amended zoning classification set forth herein will affirmatively contribute to the health, safety, and general welfare of the citizens of the City of Pensacola; and

WHEREAS, said amended zoning classification is consistent with all applicable elements of the Comprehensive Plan as amended, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the Zoning Map of the City of Pensacola and all notations, references and information shown thereon is hereby amended so that the following described real property located in the City of Pensacola, Florida, to-wit:

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

is hereby changed in its entirety to C-1 (Retail and Commercial) Zoning District.

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 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

REZONING



Please check application type:

☒ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

Applicant Information:

Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020

Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501

Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM

Property Information:

Owner Name: DAVIS IMP, LLC Phone: 939-3535

Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503

Parcel ID: 49 - 15 - 30 - 9101 - 000 - 001 Acres/Square Feet: 1.47

Zoning Classification: Existing R-1AAA Proposed C-1

Future Land Use Classification: Existing L.D.R. Proposed C

Reason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. THE NEW ADDITION WILL BE MEDICAL OFFICES.

- Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 4 day of August, 2020.

Applicant Signature

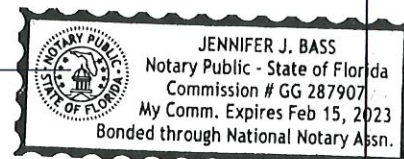
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)



Sworn to and subscribed to before me this 4 day of August, 2020

Name: Jennifer J. Bass

Commission Expires: 2/15/23

FOR OFFICE USE ONLY

Council District: _____ Date Received: _____ Case Number: _____

Date Postcards mailed: _____ Planning Board Date: _____ Recommendation: _____

Committee Date: _____ Council Date: _____ Council Action: _____

Second Reading: _____ Ordinance Number: _____

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) *Authorization and responsibility.* Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

(B) *Initiation.* An amendment may be initiated by:

- (a) The city.
- (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) *Application.*

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 3. The applicant 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.
- (d) Any party may appear in person, by agent, or by attorney.
- (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(D) *Planning board review and recommendation.* The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:

- 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
- 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(E) *City council review and action.*

- (a) *Public hearing.* The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

- (b) *Action.* The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) *Procedures.*

(1) *Zoning amendments*

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (l) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

- (2) *Small scale development comprehensive plan future land use map amendments.* Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) *Comprehensive plan future land use map amendments for other than small scale development activities.* Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
 - (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (j) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (l) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
 - (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.



HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

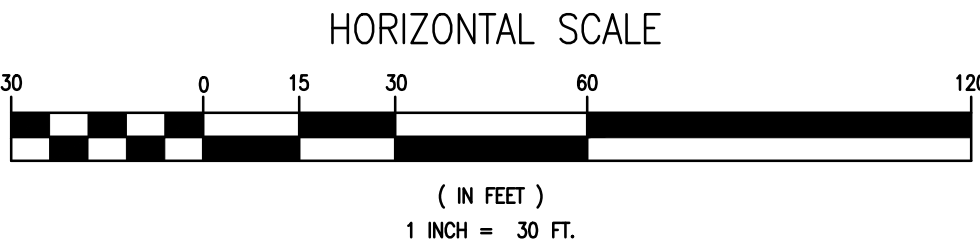
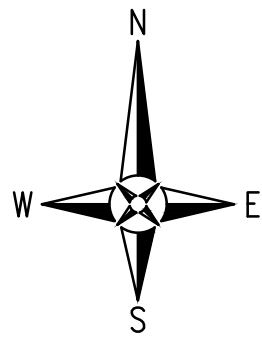
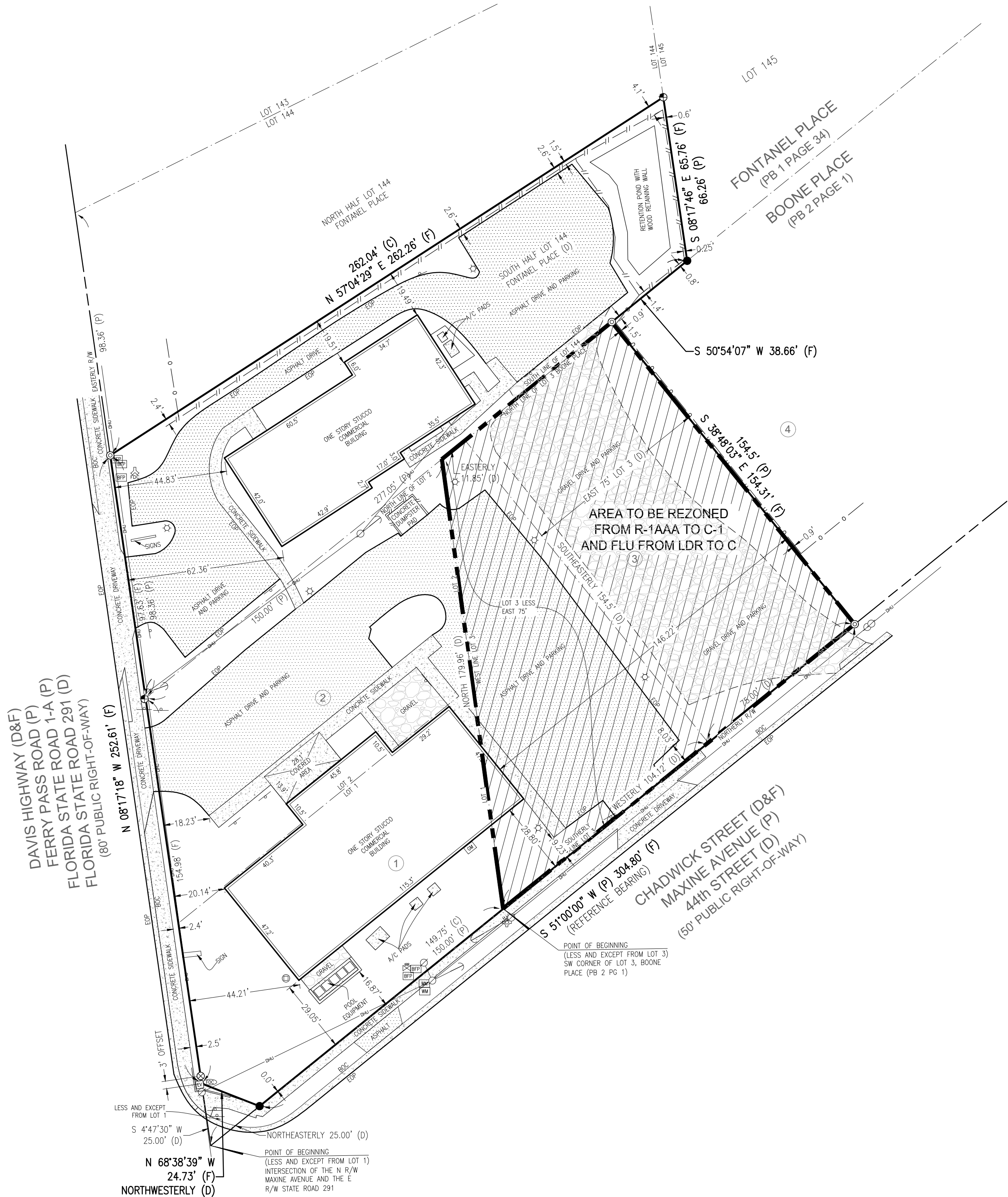
0 100 200 Feet

Date: 8/11/2020



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L:\GIS\Map_Archives\Planning\Zoning\FLUChanges\4406NDavisHwy\4406NDavisHwyRe zoning



DESCRIPTION: (AS PROVIDED)

THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY); AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

AND

LOT 3 OF BOONE PLACE LESS AND EXCEPT: THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

AND

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

- ⊗ SET 1/2" DIA RED CAPPED IRON ROD (No. 7916)
- FOUND 1/2" DIA IRON ROD (UNNUMBERED)
- ⊙ FOUND 1" DIA IRON PIPE (UNNUMBERED)
- ⊕ FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)
- ⊗ DENOTES WOOD UTILITY POLE
- ⊕ DENOTES METAL UTILITY POLE
- ⊕ DENOTES SINGLE SUPPORT SIGN
- 0 — DENOTES CHAIN LINK FENCE
- // — DENOTES WOOD PANEL FENCE
- ⊗ DENOTES FIBER OPTIC CABLE MARKER
- ⊕ DENOTES FIRE HYDRANT
- ⊗ DENOTES BACK FLOW PREVENTER
- ⊕ DENOTES FIRE DEPARTMENT CONNECTION
- ⊗ DENOTES GAS METER
- ⊕ DENOTES GUY WIRE ANCHOR
- ⊗ DENOTES IRRIGATION VALVE
- ⊕ DENOTES WATER METER
- ⊗ DENOTES SEWER CLEANOUT
- ⊕ DENOTES ELECTRIC VAULT
- ⊗ DENOTES OVERHEAD ELECTRIC
- ④ DENOTES LOT NUMBER
- A/C DENOTES AIR CONDITIONING
- BOC DENOTES BACK OF CURB
- (C) DENOTES CALCULATED PER FIELD DATA
- (D) DENOTES DEED INFORMATION
- EOP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- PB DENOTES PLAT BOOK
- PG DENOTES PAGE
- R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS
FLORIDA REGISTRATION No. 6211

DATE

BOUNDARY SURVEY

PREPARED FOR: DAVIS IMP, L.L.C.
REQUESTED BY: KERRY ANNE SCHULTZ
FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.

PROJECT NO: 2019.131
DRAWN BY: BTH
CHKD BY: MANIANG
SCALE: 1" = 30'
F.B.: 19-06
PG: 74-77
DATE: 8/29/2019

REVISION/ACTION TAKEN

NO.	DATE	APPR.	

SACRED HEART MEDICAL
4406 NORTH DAVIS HIGHWAY

SECTION: 49 TOWNSHIP: 1 S RANGE: 30 W
COUNTY: ESCAMBIA STATE: FLORIDA

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

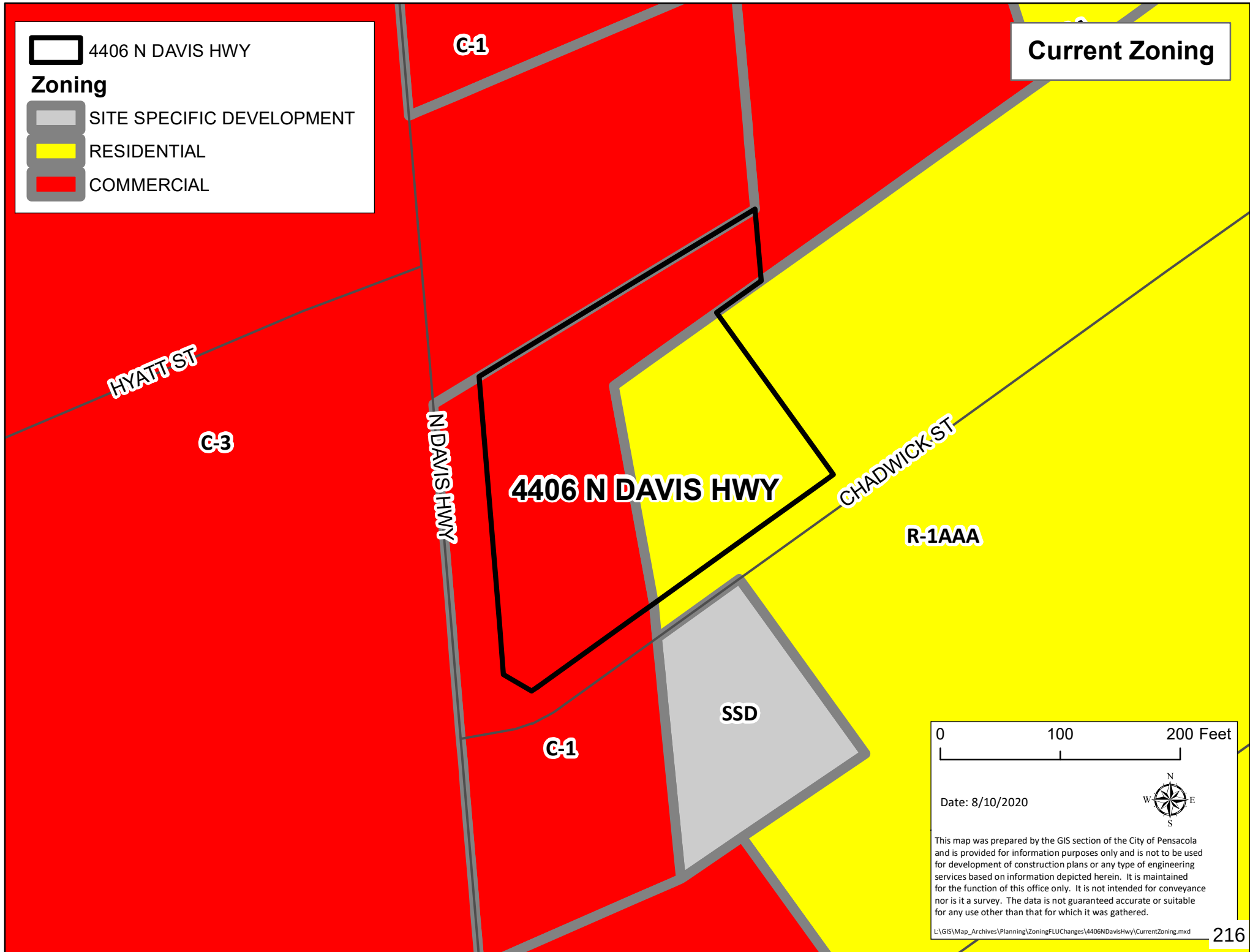
RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0006657 LB 7916

4406 N DAVIS HWY

Zoning

- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Current Zoning



0 100 200 Feet

Date: 8/10/2020



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 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM | **Current Future
Land Use**

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

0 100 200 Feet

Date: 8/11/2020



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-  4406 N DAVIS HWY
-  SITE SPECIFIC DEVELOPMENT
-  RESIDENTIAL
-  COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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 4406 N DAVIS HWY

Future Land Use

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

**Proposed Future
Land Use**

HYATT ST

COMMERCIAL

4406 N DAVIS HWY

CHADWICK ST

LOW DENSITY RESIDENTIAL

N DAVIS HWY

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd

Department:	Comments:
FIRE	No comments.
PW/E	No comments.
InspSvcs	No comments.
ESP	No comments.
ECUA	No comments.
GPW	No comments.
ATT	No comments.

Cynthia Cannon

From: Diane Moore
Sent: Tuesday, August 11, 2020 10:57 AM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

Thanks,
Diane

Diane Moore | Gas Distribution Engineer
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331
Email: dmoore@cityofpensacola.com

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Tuesday, August 11, 2020 3:03 PM
To: Cynthia Cannon
Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, August 11, 2020 10:08 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: Rezoning Application - 4406 N Davis Hwy

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments **by close of business on Friday, August 21, 2020.**

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson
Sent: Wednesday, August 12, 2020 3:27 PM
To: Cynthia Cannon
Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal

Visit us at PensacolaFire.com

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

abloxson@cityofpensacola.com



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From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD

October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne Schultz

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 11, 2020.
- **New Business:**
 - Carver Darden Sign Variance**
 - Admirals Row Aesthetic Review – S. Palafox**
 - Waffle House 401 E. Gregory**
 - Aragon Mail Covering**
 - 4406 N Davis Hwy Rezoning**
 - Lanier Place Subdivision Plat**
 - Council Myers Tree Ordinance Amendment**
 - Engineering Proposed Tree Ordinance**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

“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. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above.”

This request has been routed through the various City departments and utility providers.

Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was “no” since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered “peculiar to the land” since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant’s fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met.

Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance.

Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion and perhaps that would be the solution people would reach.

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

3. Admirals Row Aesthetic Review – S. Palafox

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, “Admiral’s Row”, located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant’s architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: **Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued.** Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal – 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested. Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the pruning of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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\Planning\Zoning\FLUChanges\4406NDavisHwy\ProposedZoning.mxd



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00632

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - LANIER PLACE SUBDIVISION

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on November 12, 2020, to consider approval of the Final Subdivision Plat, Lanier Place Subdivision.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

Spetto Properties is requesting a combined Preliminary/Final Subdivision Plat approval for a new minor residential subdivision, Lanier Place Subdivision, located at 7011 Lanier Drive. The property is zoned R-1AA (One and Two-Family/Medium Density Residential). The proposed subdivision will create a total of four (4) single-family residential lots. The lots will comply with the applicable zoning regulations.

On October 13, 2020, the Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Lanier Place Subdivision Preliminary and Final Plat Application
- 2) Planning Board Minutes October 13 2020 DRAFT

PRESENTATION: No



SUBDIVISION PLAT

Please Check Application Type:

- ☒ Minor Subdivision (< 4 lots)
☒ Preliminary & Final Plat Submission Fee: \$2,000.00
☐ Subdivision (> 4 lots)
☐ Preliminary Plat Submission Fee: \$1,000.00 + \$25/lot
☐ Final Plat Submission Fee: \$1,500.00 + \$25/lot
[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

Applicant Information

Name: Spetto Properties
Address: 5113 N. Davis Hwy
Pensacola, FL 32503
Phone: 850-393-6953
Fax: _____
Email: chspear@gmail.com

Owner Information (if different from applicant)

Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Property Information

Location/Address: 7011 LANIER DRIVE

Subdivision Name: Lanier Place

of Parcels to be Subdivided: 1 Parcel ID #(s): 31-1S-30-1901-013-003

of Existing Lots: 1 # of Proposed Lots: 4 Total Acreage: 0.48 ac

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: ☒ Residential* ☐ Non-Residential
[*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☐ NO

If yes, specify exact variance requested: _____

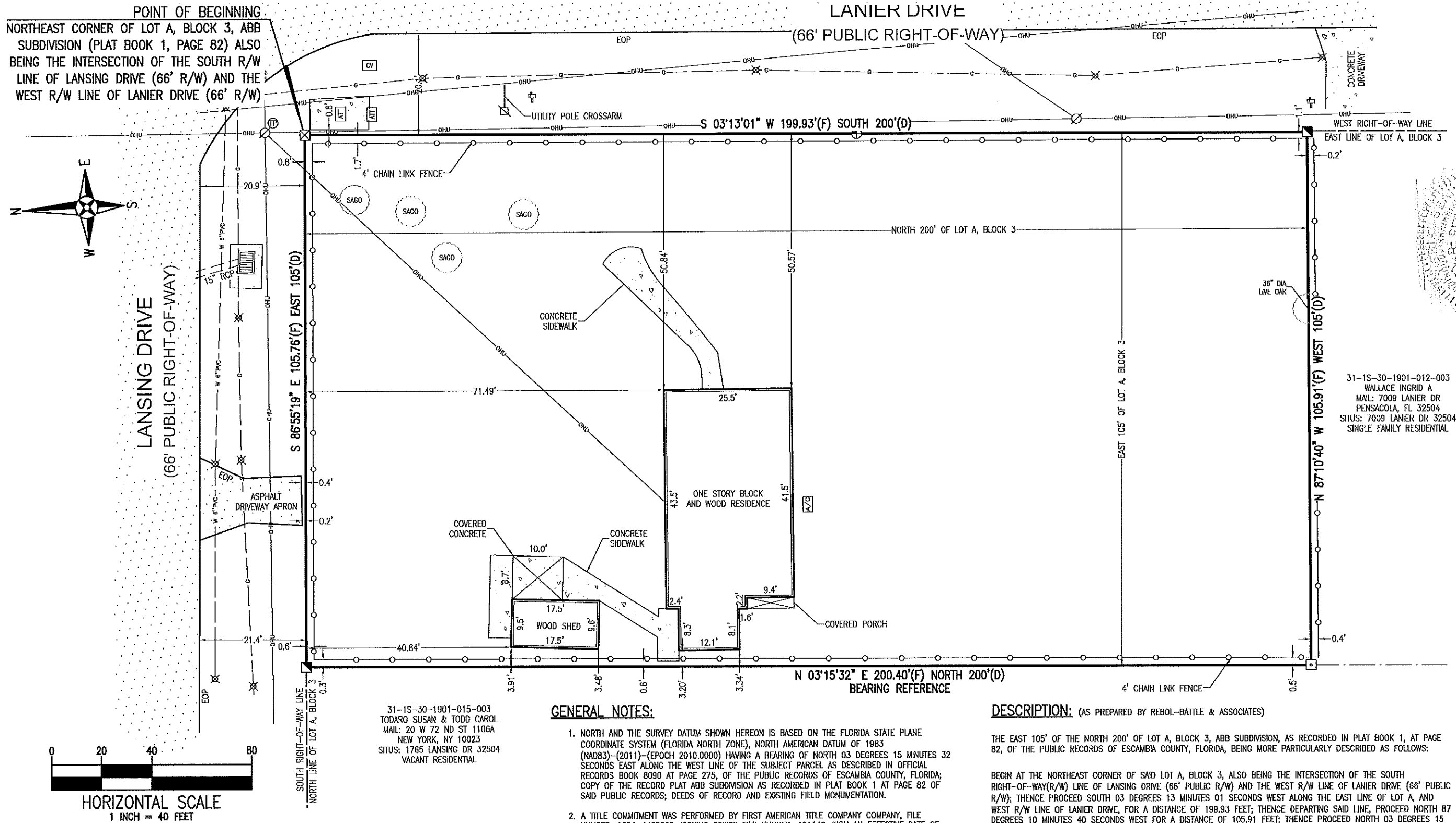
I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

Signature of Applicant
(Owner of Property or Official Representative of Owner)

Date

FOR OFFICE USE ONLY

Zone: _____ District: _____
Date Received: _____ Case Number: _____
Application Fee: _____ Receipt #: _____
Open Space Requirement (acres or \$): _____ Receipt #: _____
Planning Board Date: _____ Recommendation: _____
Council Date: _____ Action: _____
Recording Date: _____ Map Bk/Pg: _____



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2201 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone: 850.438.1000 Fax: 850.438.0448
E: RBAS@REBOL-BATTLE.COM

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

7011 LANIER DRIVE
PENSACOLA, FLORIDA 32504

SECTION: 31 TOWNSHIP: 1 SOUTH RANGE: 30 WEST
COUNTY: ESCAMBIA

PROJECT: 2020.081
DRAWN BY: ANC
CHKD BY: RBS
SCALE: 1" = 20'
F.B.: 20-06; 20-08
P.G.: 21, 24; 52-53
DATE: 08/03/2020

BOUNDARY SURVEY

PREPARED FOR: CARL SPEAR

REQUESTED BY: CARL SPEAR

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SITE INFORMATION	
OWNER/DEVELOPER:	CARL SPEAR, OD, MBA, FAO, SPETTO PROPERTIES INC. 5113 N. DAVIS HWY STE. 10 PENSACOLA, FLORIDA 32504
PROPERTY REFERENCE NO.:	31-15-30-1901-013-003
PROPERTY ADDRESS:	7011 LANIER DRIVE
PROPERTY AREA:	0.48 ACRES
PROJECT AREA:	0.48 ACRES
TYPICAL LOT SIZE:	0.12 ACRES
PROPERTY ZONING:	R-1AA
FUTURE LAND USE:	M.D.R.
PROPOSED ACTIVITY:	4 LOT SPLIT FOR 4 SINGLE FAMILY RESIDENCES
REQUIRED BUILDING SETBACKS R-1AA:	FRONT YARD - 30 FT. SIDE YARD - 6 FT. REAR YARD - 30 FT.

PRELIMINARY PLAT OF LANIER PLACE 4 LOT RESIDENTIAL SUBDIVISION REPLAT OF A PORTION OF LOT A, BLOCK 3, ABB SUBDIVISION, PLAT BOOK 1, PAGE 82, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 29 WEST CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA SEPTEMBER 2020

UTILITY SERVICE NOTES:

POTABLE WATER:
AFTER RECEIVING ALL APPROVALS FROM ECUA AND THE CITY OF PENSACOLA,
THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING SYSTEM.

SANITARY SEWER:
AFTER RECEIVING APPROVALS FROM ECUA AND THE CITY OF PENSACOLA,
THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:
THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED
UTILITY COMPANY.

PREPARED BY
RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009857 LB7616

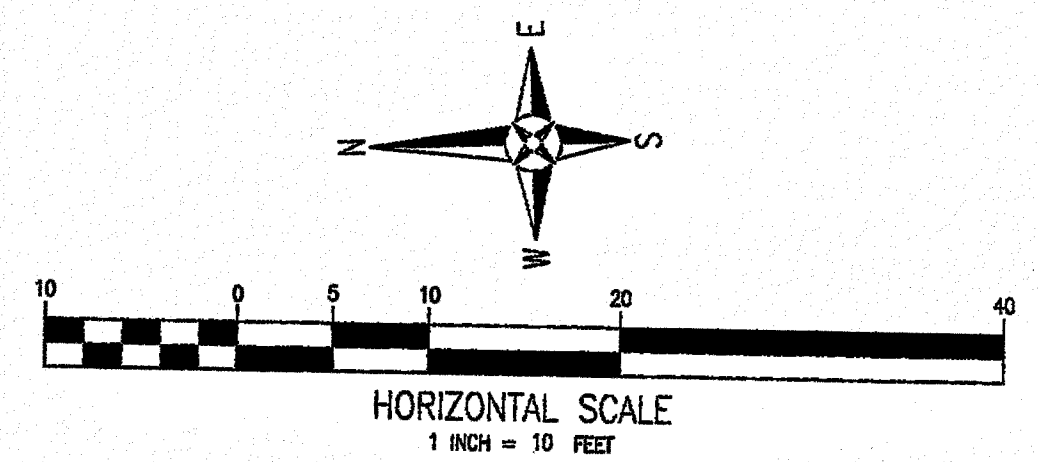
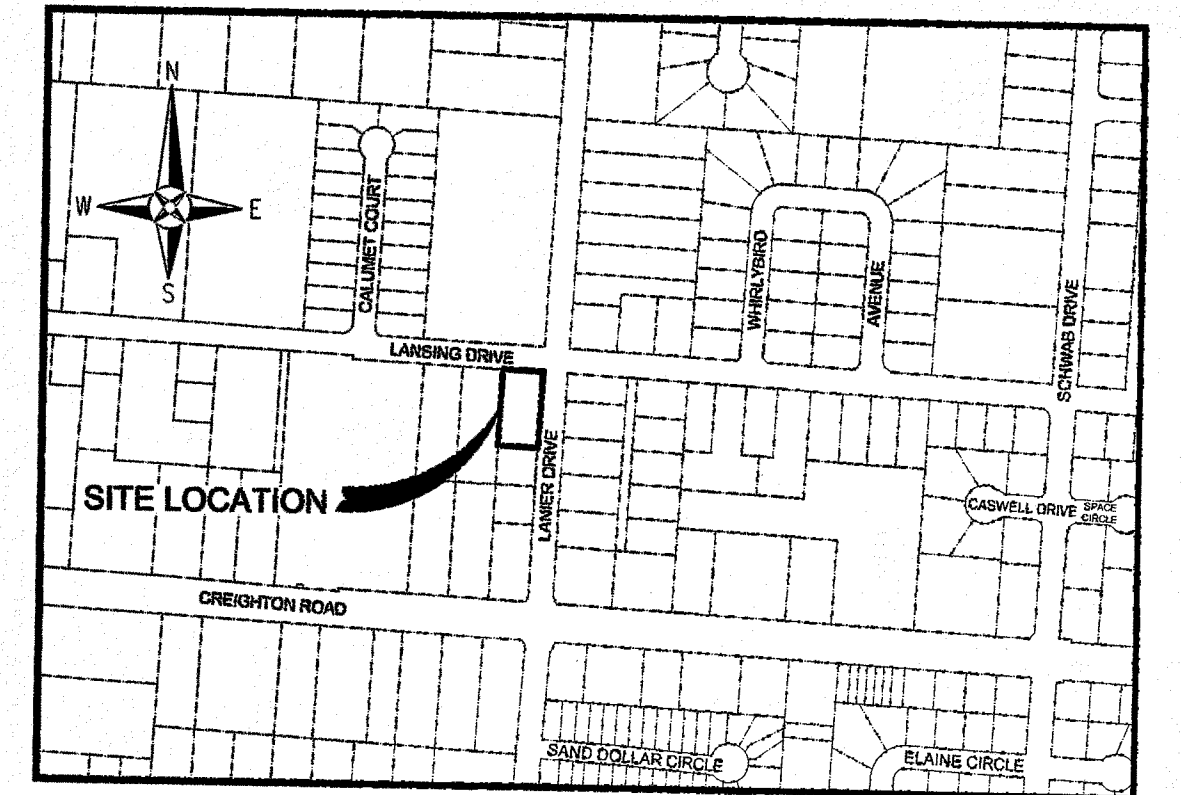
PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS, P.S.M.
REBOL-BATTLE & ASSOCIATES

OWNER AND DEVELOPER
CARL SPEAR, OD, MBA, FAO,
SPETTO PROPERTIES, INC.

CIVIL ENGINEER
MARK EVAN ROBINSON II, PE
REBOL-BATTLE & ASSOCIATES

LEGEND:

- ▲ SET NAIL & DISK (No. 7916)
- SET 4"x4" CONCRETE PRM (No. 7916)
- FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
- FOUND 4"x4" CONCRETE MONUMENT (WITH PUNCH HOLE)
- FOUND 1/2" DIA IRON ROD (NO IDENTIFICATION)
- DENOTES STORM WATER DROP INLET
- DENOTES WOOD UTILITY POLE
- DENOTES METAL UTILITY POLE
- DENOTES MAILBOX
- DENOTES UTILITY SPOT SHOT (PAINT OR FLAG)
- DENOTES AIR CONDITIONING UNIT
- DENOTES AT&T COMMUNICATIONS VAULT
- DENOTES BELLSOUTH COMMUNICATIONS VAULT
- DENOTES TELEPHONE PEDESTAL
- DENOTES SPOT ELEVATION
- DENOTES ELEVATION CONTOUR LINE AT ONE FOOT INTERVALS
- DENOTES CHAIN LINK FENCE
- 2" DENOTES BURIED GAS LINE (2" BARE STEEL)
- DHU DENOTES OVERHEAD UTILITIES
- W 6" PVC DENOTES BURIED WATER LINE (6" PVC)
- B.S.L. DENOTES BUILDING SETBACK LINE
- DIA DENOTES DIAMETER
- EL DENOTES ELEVATION
- EOP DENOTES EDGE OF PAVEMENT
- PRM DENOTES PERMANENT REFERENCE MONUMENT
- PVC DENOTES POLYVINYL CHLORIDE PIPE
- RCP DENOTES REINFORCED CONCRETE PIPE
- R/W DENOTES RIGHT-OF-WAY
- SF DENOTES SQUARE FEET



LEGAL DESCRIPTION:

THE EAST 105' OF THE NORTH 200' OF LOT A, BLOCK 3, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT A, BLOCK 3, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY(R/W) LINE OF LANIER DRIVE (66' PUBLIC R/W) AND THE WEST R/W LINE OF LANIER DRIVE (66' PUBLIC R/W); THENCE PROCEED SOUTH 03 DEGREES 13 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF LOT A, AND WEST R/W LINE OF LANIER DRIVE, FOR A DISTANCE OF 199.93 FEET; THENCE DEPARTING SAID LINE, PROCEED NORTH 87 DEGREES 10 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 105.91 FEET; THENCE PROCEED NORTH 03 DEGREES 15 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 200.40 FEET TO THE SOUTH R/W LINE OF AFOREMENTIONED LANIER DRIVE ALSO BEING THE NORTH LINE OF LOT A; THENCE PROCEED SOUTH 86 DEGREES 55 MINUTES 19 SECONDS EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 105.76 FEET TO THE POINT OF BEGINNING.

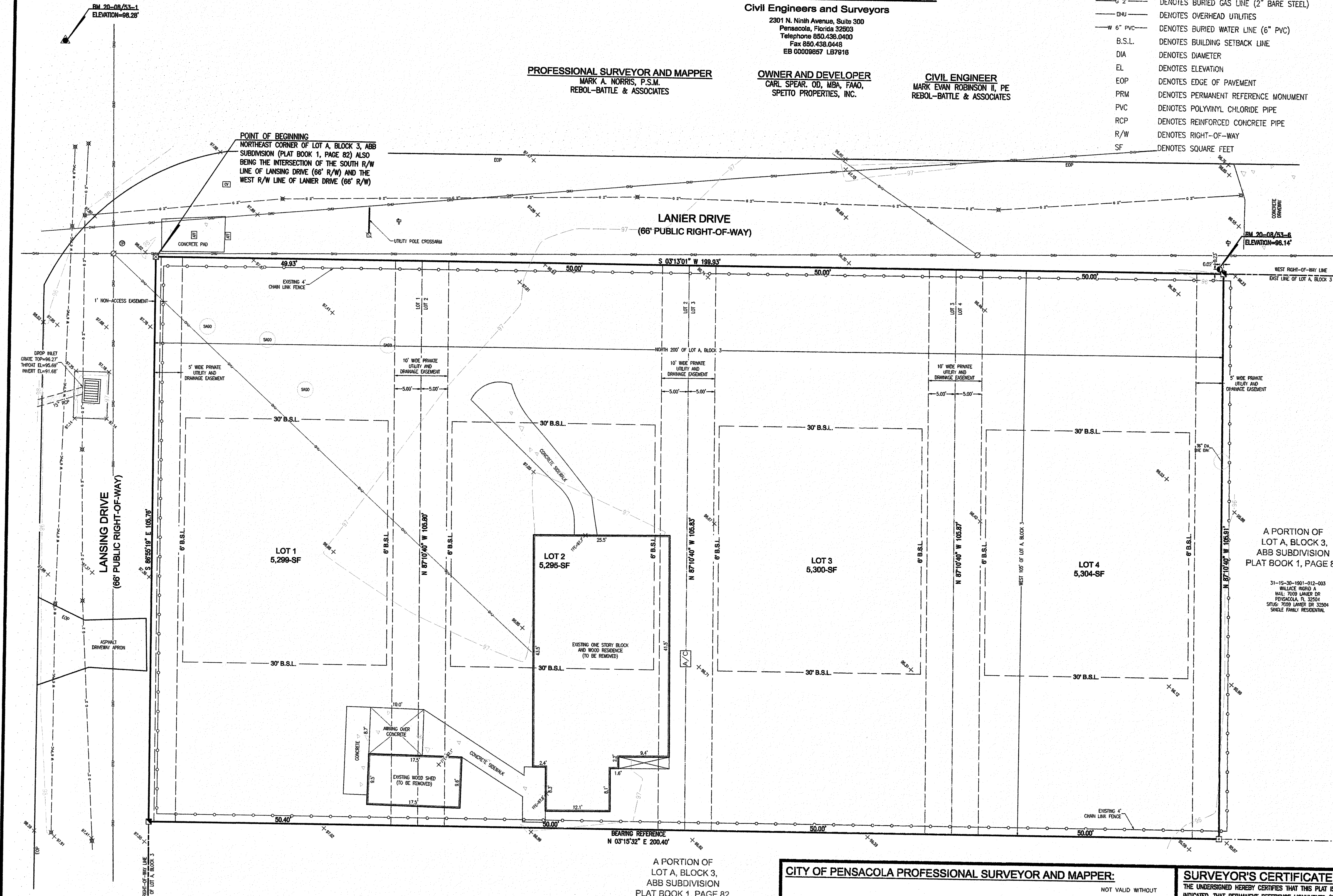
LYING IN AND BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 21,184 SQUARE FEET.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) HAVING A BEARING OF NORTH 03 DEGREES 15 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF THE SUBJECT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 8090 AT PAGE 275, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; COPY OF THE RECORD PLAT ABB SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 82 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- A TITLE COMMITMENT WAS PERFORMED BY FIRST AMERICAN TITLE COMPANY COMPANY, FILE NUMBER: _____, ISSUING OFFICE FILE NUMBER: _____, WITH AN EFFECTIVE DATE OF SEPTEMBER __, 2020 AT 8:00 AM, AND PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY.
- ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88, ELLIPSOID GRS1980) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS USED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CITY OF PENSACOLA, COMMUNITY PANEL NUMBER 1203300380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HEREON. SUBSURFACE UTILITY LINES WERE LOCATED AND ARE SHOWN AS PER THE RESPECTIVE UTILITY COMPANY'S SPOTTING (PAINTED SPOTS AND FLAGGED LINES). SIZE AND TYPE OF MATERIAL OF UTILITIES WERE TAKEN FROM MAPS FROM THE RESPECTIVE UTILITY COMPANY'S. THE FOLLOWING SUNSHINE ONE CALL TICKET WAS ISSUED FOR THIS PROJECT: 237001347, 237001375
- GRAPHIC SYMBOLS FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITY LINES MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE ENCROACHMENTS AND IMPROVEMENTS ARE AS SHOWN HEREON.

A PORTION OF
LOT A, BLOCK 3,
ABB SUBDIVISION
PLAT BOOK 1, PAGE 82

31-15-30-1901-013-003
WILLIAM HENRY A.
NAIL 7009 LANIER DR.
PENSACOLA, FL 32504
SITES 7009 LANIER DR. 32504
SINGLE FAMILY RESIDENTIAL



NOTE:
ALL DRIVEWAYS AND UTILITIES WILL
BE ACCESSED OFF OF LANIER DRIVE

A PORTION OF
LOT A, BLOCK 3,
ABB SUBDIVISION
PLAT BOOK 1, PAGE 82

31-15-30-1901-013-003
TOWNSHIP 1 SOUTH & 10100 CIRCLE
NAIL 20 W 72 105 ST 111594
NEW YORK, NY 10023
SITES 1755 LANIER DR. 32504
VACANT RESIDENTIAL

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER:

NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

LESLIE D. ODOM - PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS6520

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61B17-6, FLORIDA ADMINISTRATION CODE.

MARK A. NORRIS - PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 6511

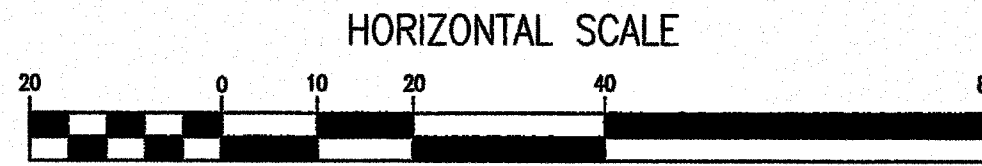
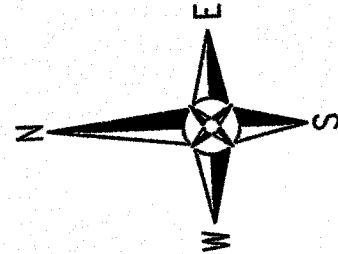
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PREPARED BY



REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EO 00008657 L57916



(IN FEET)
1 INCH = 20 FT. (22'x34')
1 INCH = 40 FT. (11'x17')

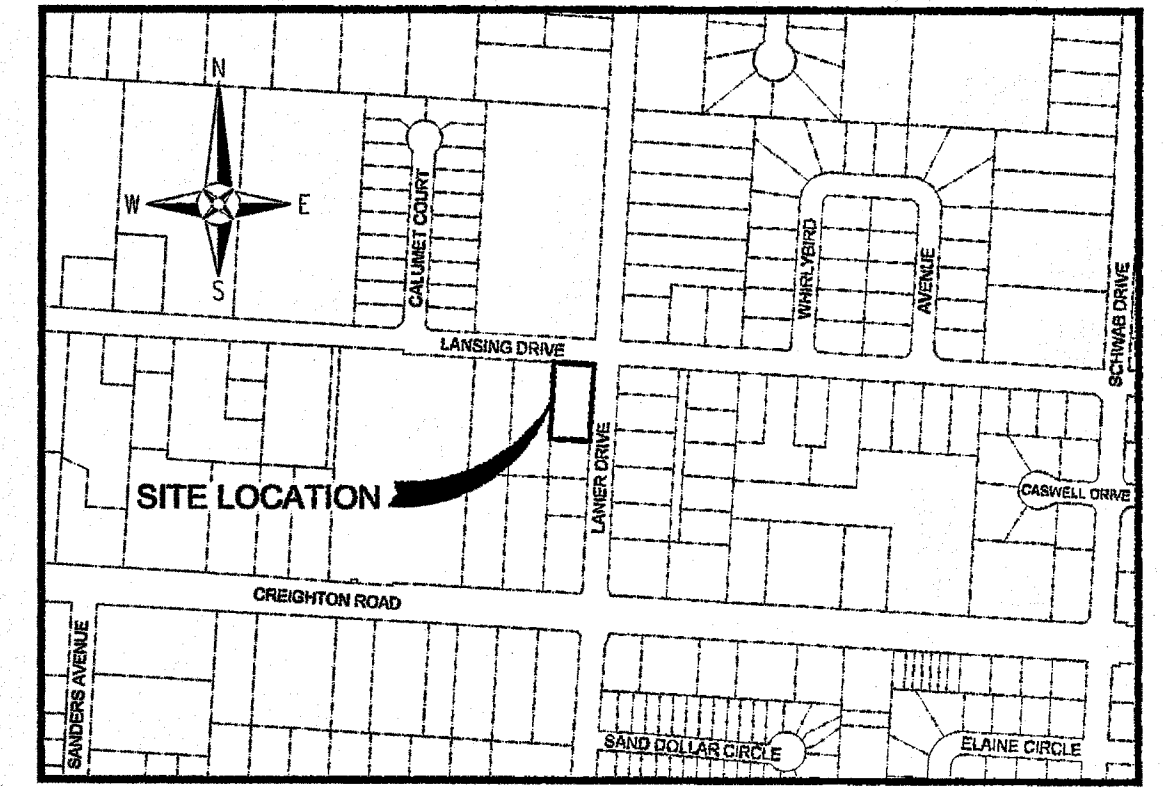
FINAL PLAT OF LANIER PLACE

4 LOT RESIDENTIAL SUBDIVISION REPLAT OF A PORTION OF
LOT A, BLOCK 3, ABB SUBDIVISION, PLAT BOOK 1, PAGE 82,
SECTION 31, TOWNSHIP 1 SOUTH, RANGE 29 WEST
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
SEPTEMBER 2020

OWNER AND DEVELOPER
SPETTO PROPERTIES, INC.
5113 N. DAVIS HIGHWAY, SUITE 10
PENSACOLA, FLORIDA

CIVIL ENGINEER
MARK EVAN ROBERTSON II, P.E.
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS, P.S.M.
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503



VICINITY MAP
SCALE: 1" = 500'

DESCRIPTION:

THE EAST 105' OF THE NORTH 200' OF LOT A, BLOCK 3, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT A, BLOCK 3, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY(R/W) LINE OF LANSING DRIVE (66' PUBLIC R/W) AND THE WEST R/W LINE OF LANIER DRIVE (66' PUBLIC R/W); THENCE PROCEED SOUTH 03 DEGREES 13 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF LOT A, AND WEST R/W LINE OF LANIER DRIVE FOR A DISTANCE OF 199.93 FEET; THENCE DEPARTING SAID LINE, PROCEED NORTH 87 DEGREES 10 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 105.91 FEET; THENCE PROCEED NORTH 03 DEGREES 15 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 200.40 FEET TO THE SOUTH R/W LINE OF AFOREMENTIONED LANSING DRIVE ALSO BEING THE NORTH LINE OF LOT A; THENCE PROCEED SOUTH 86 DEGREES 55 MINUTES 19 SECONDS EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 105.76 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 21,184 SQUARE FEET.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CARL SPEAR, OD, MBA, FAO, AUTHORIZED AGENT, SPETTO PROPERTIES, INC., OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED KNOWN AS LANIER PLACE, HEREBY DEDICATE THE DRAINAGE AND UTILITY EASEMENTS TO THE DEVELOPER OR THEIR ASSIGNS, AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, CARL SPEAR, OD, MBA, FAO, AUTHORIZED AGENT, OUR SPETTO PROPERTIES, INC., ARE QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES

OWNER

SIGNATURE

CARL SPEAR, OD, MBA, FAO,
AUTHORIZED AGENT
SPETTO PROPERTIES, INC.

PRINT

SIGNATURE

PRINT

STATE OF FLORIDA, COUNTY OF ESCAMBIA:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH, GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION NUMBER: _____

CERTIFICATE OF COUNTY CLERK:

I, PAUL CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177, FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE _____ DAY OF _____, 2020 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAUL CHILDERS, CLERK OF COURTS
ESCAMBIA COUNTY, FLORIDA

SEAL

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY OF _____, 2020, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESLIE D. ODOM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE No. L58520

NOT VALID WITHOUT THE
ORIGINAL SIGNATURE
AND THE SEAL OF A
FLORIDA LICENSED
SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61B17-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE _____ DAY OF _____, 2020.

MARK A. NORRIS, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
LICENSE No. 6511, LB No. 7916
REBOL-BATTLE & ASSOCIATES, LLC
2301 N. 9TH AVENUE, SUITE 300
PENSACOLA, FL 32503

NOT VALID WITHOUT THE
ORIGINAL SIGNATURE
AND THE SEAL OF A
FLORIDA LICENSED
SURVEYOR AND MAPPER

RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____

PLAT BOOK _____, PAGE _____

POINT OF BEGINNING
NORTHEAST CORNER OF LOT A, BLOCK 3, ABB
SUBDIVISION (PLAT BOOK 1, PAGE 82) ALSO
BEING THE INTERSECTION OF THE SOUTH R/W
LINE OF LANSING DRIVE (66' R/W) AND THE
WEST R/W LINE OF LANIER DRIVE (66' R/W)

LANIER DRIVE
(66' PUBLIC RIGHT-OF-WAY)

S 03°13'01" W 199.93'

1' NON-ACCESS EASEMENT

LANSING DRIVE
(66' PUBLIC RIGHT-OF-WAY)

S 86°55'19" E 105.76'

LOT 1
5,299-SF

LOT 2
5,295-SF

LOT 3
5,300-SF

LOT 4
5,304-SF

A PORTION OF
LOT A, BLOCK 3,
ABB SUBDIVISION
PLAT BOOK 1, PAGE 82

BEARING REFERENCE
N 03°15'32" E 200.40'

A PORTION OF
LOT A, BLOCK 3,
ABB SUBDIVISION
PLAT BOOK 1, PAGE 82

UTILITY SERVICE NOTES:

POTABLE WATER:
AFTER RECEIVING ALL APPROVALS FROM ECWA AND THE CITY OF
PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECWA'S EXISTING SYSTEM.

SANITARY SEWER:
AFTER RECEIVING APPROVALS FROM ECWA AND THE CITY OF PENSACOLA,
THE DEVELOPMENT WILL CONNECT TO ECWA'S EXISTING GRAVITY SYSTEM.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:
THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED
UTILITY COMPANY.

LEGEND:

- SET 4"x4" CONCRETE PRM (NUMBER 7916)
- FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
- FOUND 4"x4" CONCRETE MONUMENT (WITH PUNCH HOLE)
- PRM DENOTES PERMANENT REFERENCE MONUMENT

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) HAVING A BEARING OF NORTH 03 DEGREES 15 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF THE SUBJECT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 8090 AT PAGE 273, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. COPY OF THE RECORD PLAT ABB SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 82 OF SAID PUBLIC RECORDS, DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- A TITLE COMMITMENT WAS PERFORMED BY FIRST AMERICAN TITLE COMPANY COMPANY, FILE NUMBER: _____, ISSUING OFFICE FILE NUMBER: _____, WITH AN EFFECTIVE DATE OF SEPTEMBER XX, 2020 AT 8:00 AM, AND PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CITY OF PENSACOLA, COMMUNITY PANEL NUMBER 12033003806, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLS FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, AND UTILITIES MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- ALL LOT CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011 - 177.151.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- ALL DRIVEWAYS AND UTILITIES WILL BE ACCESSED OFF OF LANIER DRIVE.

Department:	Comments:
FIRE	No comments.
PW/E/Surveying	See attached comments from the City Surveyor.
InspSvcs	No comments.
ESP	No comments.
ECUA	The final plat is acceptable to ECUA under the assumption that all water and sewer utilities that are not located within public rights-of-way will be privately owned and maintained. The plat states that these lots will be connecting into ECUA's existing gravity sewer system, however, ECUA GIS maps do not show sewer facilities adjacent to the proposed lots. Projects that propose subdividing land in which the resulting new parcels will abut existing right-of-way should contact ECUA Engineering to evaluate if existing water and sewer facilities are present/sufficient to accommodate the newly created parcels. It is possible the property owner may be required to install new water and sewer facilities to serve the new parcels should the existing facilities not be present or sufficient in size. Please contact the ECUA Engineering Map Room at 850-969-3311 for more information. It may be necessary that the proposed homes tie into sewer via low-pressure or other methods which would conflict with the language on the final plat.
GPW	No comments.
ATT	No comments.
Planning	Lot 1 wil have a secondary side setback of 15 feet. The existing building is subject to the Historical Structure Demolition Review process since it was constructed more than 50 years ago.

Cynthia Cannon

From: Annie Bloxson
Sent: Friday, September 25, 2020 11:15 AM
To: Cynthia Cannon
Subject: RE: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Good Morning,

I do not oppose to the Subdivision Preliminary/Final Plat for 7011 Lanier Drive.

Respectfully,

Annie Bloxson

Fire Marshal

Visit us at PensacolaFire.com

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

abloxson@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Cynthia Cannon <CCannon@cityofpensacola.com>

Sent: Tuesday, September 22, 2020 11:06 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOWens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)

Cynthia Cannon

From: Diane Moore
Sent: Wednesday, September 23, 2020 1:05 PM
To: Cynthia Cannon
Subject: RE: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Cynthia,
Pensacola Energy has no comment on the plats.

Diane Moore | Gas Distribution Engineer
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331
Email: dmoore@cityofpensacola.com

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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Sent: Tuesday, September 22, 2020 11:06 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOWens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Good Morning All,

Please review and comment on the attached request before the Planning Board for a combined preliminary/final subdivision plat for Lanier Place which is located at 7011 Lanier Drive. All comments must be received by Wednesday September 30, 2020.

Thank you,

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>
Sent: Wednesday, September 23, 2020 3:29 PM
To: Cynthia Cannon
Subject: [EXTERNAL] RE: 7011 Lanier Drive Subdivision Preliminary/Final Plat

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hi Cynthia,

The final plat is acceptable to ECUA under the assumption that all water and sewer utilities that are not located within public rights-of-way will be privately owned and maintained.

The plat states that these lots will be connecting into ECUA's existing gravity sewer system, however, ECUA GIS maps do not show sewer facilities adjacent to the proposed lots. Projects that propose subdividing land in which the resulting new parcels will abut existing right-of-way should contact ECUA Engineering to evaluate if existing water and sewer facilities are present/sufficient to accommodate the newly created parcels. It is possible the property owner may be required to install new water and sewer facilities to serve the new parcels should the existing facilities not be present or sufficient in size. Please contact the ECUA Engineering Map Room at 850-969-3311 for more information. It may be necessary that the proposed homes tie into sewer via low-pressure or other methods which would conflict with the language on the final plat.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon <CCannon@cityofpensacola.com>
Sent: Tuesday, September 22, 2020 11:06 AM
To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Mark Jackson <MaJackson@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>
Subject: 7011 Lanier Drive Subdivision Preliminary/Final Plat

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Good Morning All,

Cynthia Cannon

From: SAUERS, BRAD <bs5403@att.com>
Sent: Monday, September 28, 2020 4:16 PM
To: Cynthia Cannon
Subject: [EXTERNAL] FW: 7011 Lanier Drive Subdivision Preliminary/Final Plat
Attachments: 2020.081 Boundary for Plat - Signed 09-03-2020.pdf; Final Plat of Lanier Place.PDF; Preliminary Plat of Lanier Place.PDF; APPLICATION.pdf

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

AT&T has no objection.

Brad Sauers

Manager – OSP Plng and Eng
Technology Operations

AT&T – Bellsouth Telecommunications, LLC

605 W Garden St, Pensacola, FL 32502
o 850.436.1495 bs5403@att.com

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From: FENNER, KARL L <kf5345@att.com>
Sent: Tuesday, September 22, 2020 11:11 AM
To: SAUERS, BRAD <bs5403@att.com>
Subject: FW: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Karl Fenner

Area Manager – OSP Plng and Eng
Access Construction & Engineering, AL/NWFL OSPCE + SER PDT/SOC

AT&T – BellSouth Telecommunications, LLC

605 W Garden St, Pensacola, FL 32502
m 850-393-2318 | o 850.436.1485 | kf5345@att.com

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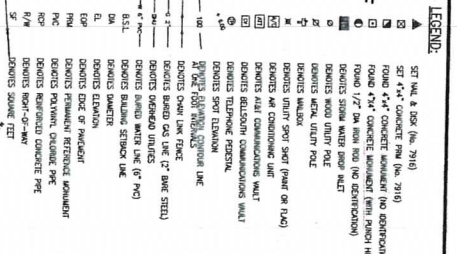
4 LOT RESID
LOT A, BLD
SECTION
CITY OF

UTILITY SERVICE NOTES:

PORTABLE WAREHOUSE
NOT RECEIVING ALL APPROVALS FROM EDCM AND THE CITY OF PISCATAWAY
FOR ESTABLISHMENT WILL CONNECT TO EDCM'S EXISTING SYSTEM
AND
WATER
AFTER RECEIVING APPROVALS FROM EDCM AND THE CITY OF PISCATAWAY
THE ESTABLISHMENT WILL CONNECT TO EDCM'S EXISTING DRAINAGE SYSTEM
ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION
OTHER SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED

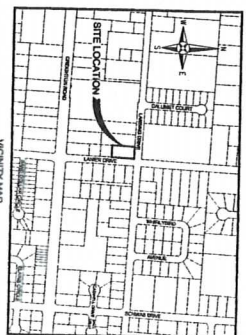
4 LOT RESIDENTIAL SUBDIVISION REPLAT OF A PORTION OF LOT A, BLOCK 3, ABB SUBDIVISION, PLAT BOOK 1, PAGE 82, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 29 WEST CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA
SEPTEMBER 2020

CIVIL ENGINEER
MARK EVAN ROBINSON II, PE
REBECC-BATTE & ASSOCIATES



GENERAL NOTES:

1. SOUTH AND THE SANTA RITA MOUNTAIN REGION IS BASED ON THE REGIONAL SOUTH-PART COMPONENT OF THE REGIONAL SOUTH-WEST, WHICH MOUNTAIN AREA OF 1933 (1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-

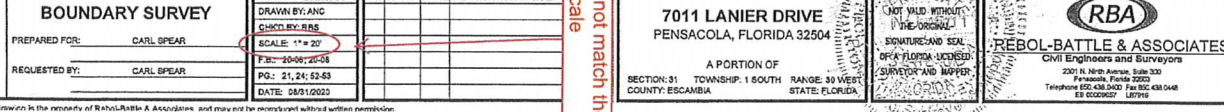


ALL DRIVEWAYS AND UTILITIES WILL BE ACCESSED OFF OF LAMIER DRIVE

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SEP 14 2007

— *How much you are*
— *How much you are*



SUBDIVISION PLAT



Please Check Application Type:

☒ Minor Subdivision (< 4 lots)

☐ Subdivision (> 4 lots)

☒ Preliminary & Final Plat Submission

☐ Preliminary Plat Submission

☐ Final Plat Submission

Fee: \$2,000.00

Fee: \$1,000.00 + \$25/lot

Fee: \$1,500.00 + \$25/lot

[Resubmittal: 1/2 the initial fee; Rescheduling to Planning Board / City Council: \$250.00]

Applicant Information

Name: Spetto Properties

Address: 5113 N. Davis Hwy
Pensacola, FL 32503

Phone: 850-393-6953

Fax: _____

Email: chsppear@gmail.com

Owner Information (if different from applicant)

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Property Information

Location/Address: 7011 LANIER DRIVE

Subdivision Name: Lanier Place

of Parcels to be Subdivided: 1 Parcel ID #(s): 31-1S-30-1901-013-003

of Existing Lots: 1 # of Proposed Lots: 4 Total Acreage: 0.48 ac

Legal Description: Please attach a full legal description from deed or survey

Type of Subdivision: ☒ Residential* ☐ Non-Residential

[*If residential, see reverse for open space requirement]

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-8-7)? ☐ YES ☐ NO

If yes, specify exact variance requested: _____

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based on non-compliance with City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.

signature and date needed

Signature of Applicant

(Owner of Property or Official Representative of Owner)

Date

FOR OFFICE USE ONLY

Zone: _____ District: _____

Date Received: _____ Case Number: _____

Application Fee: _____ Receipt #: _____

Open Space Requirement (acres or \$): _____ Receipt #: _____

Planning Board Date: _____ Recommendation: _____

Council Date: _____ Action: _____

Recording Date: _____ Map Bk/Pg: _____

***Planning Services Division
Zoning Review***

Address: 7011 Lanier Drive
Zoning: R-1AA
Reviewed: 10/01/2020

1. This property is located within the R-1AA zoning district. The setbacks indicated on the Preliminary and Final Plats are incorrect with respect to Lot 1. Lot 1 will have a secondary side setback of 15 feet.
2. The existing buildings need to be removed. The proposed plat will create non-conforming situations with respect to setbacks and land use: (a) The residence will not comply with the side setbacks; (b) the wood shed will be bisected by a property line.
Please note: the residence is subject to the Historical Structure Demolition Review process since it was constructed more than 50 years ago. Please consult with Gregg Harding, Historic Preservation Planner, for more information on this process.



MINUTES OF THE PLANNING BOARD
October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne Schultz

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 11, 2020.
- **New Business:**
 - Carver Darden Sign Variance**
 - Admirals Row Aesthetic Review – S. Palafox**
 - Waffle House 401 E. Gregory**
 - Aragon Mail Covering**
 - 4406 N Davis Hwy Rezoning**
 - Lanier Place Subdivision Plat**
 - Council Myers Tree Ordinance Amendment**
 - Engineering Proposed Tree Ordinance**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

“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. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above.”

This request has been routed through the various City departments and utility providers.

Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was “no” since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered “peculiar to the land” since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant’s fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met.

Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance.

Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion and perhaps that would be the solution people would reach.

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

3. Admirals Row Aesthetic Review – S. Palafox

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, “Admiral’s Row”, located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant’s architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: **Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued.** Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal – 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested. Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the pruning of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00628

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT - SIDDIQI INVESTMENTS LLC 750 COMMENDENCIA LEASE AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to finalize and execute the Lease Agreement with Siddiqi Investments, LLC for a portion of the Port's parking lots located at 750 Commendencia (surface lots bordered by Cedar Street to the north, Jefferson Street to the west and Commendencia Street to the east) and take all actions necessary to administer the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Siddiqi Investments, LLC contacted the Port of Pensacola seeking a long-term lease of approximately 84,506.40 usable, buildable square feet of land at 750 Commendencia, parcel number 00-0S-00-9100-001-011, account number 154318000, in order to develop a hospitality venue and related uses (i.e., guest parking, pool, food and beverage, other amenities, back of house operations, meeting flex space, convention and special event venue). The parcel is currently leased from the Port and accommodates existing surface parking for the Siddiqi Investments, LLC (Holiday Inn Express) and Sine Qua Non-Holdings (Aylstock, Witkin, Kreis, and Overholtz law firm).

This proposed Lease Agreement is for an initial term of thirty (30) years with up to four (4) renewals of ten (10) years each for a total potential lease duration of 70 years.

The lease includes both Base Rent and Percentage Rent. Base Rent starts at approximately \$147,440 (exact amount to be determined based on the exact square footage of the "as-built" project post-construction) and increases 7% every five years. During the last year of the primary term, the City has the opportunity to review fair market value and adjust base rent up to a maximum increase of 15%.

Percentage rents are 5% of all room night revenue over \$3.5 million not to exceed \$250,000 and 2% of all non-room revenue (including but not limited to restaurant sales, room service sales, bar sales, banquet sales, convention sales, retail sales, valet/ parking charges, etc.) whether operated by the tenant, sub-lessee or assignee and will be paid to the Port annually.

All existing agreements for parking at the Lease Premises must be honored at all times, including during construction. Additionally, the Tenant's new development must include sufficient parking to accommodate the existing adjacent hotel (currently a Holiday Inn Express), this new development, and either retain or replace all parking spaces displaced by this development. The Tenant is also obligated to honor the existing parking leases previously referenced.

All provisions of the City Council Policy on Port Leases have been fulfilled, and all required notifications have been made.

PRIOR ACTION:

October 19, 2020 - City Council briefed on the project during Workshop Session. Council and Public input received. No formal action was taken.

FUNDING:

N/A

FINANCIAL IMPACT:

The Lease Agreement will generate an average of approximately \$147,440.00 in annual revenue to the Port from base rent payments in years 1-5. Base rent increases 7% every five years throughout the 30-year Primary Term. The base rent amount was determined by broker's opinion of market value and taking into consideration the project's fit with the publicly approved Port Vision Plan. Additional revenue from Room Revenue Percentage Rent and Non-Room Revenue Percentage Rent is unknown at this time but is estimated to be as much as an additional \$100,000 per year in revenue to the Port.

CITY ATTORNEY REVIEW: Yes

10/28/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Dick Barker, Jr., Deputy City Administrator - Enterprise and Administration
Amy Miller, Port Director
Rebecca Ferguson, Waterfront Development Projects Coordinator

ATTACHMENTS:

- 1) Proposed Project Terrace Property Lease

PRESENTATION: No

REAL PROPERTY LEASE

AT

PORT OF PENSACOLA

BETWEEN

SIDDIQI INVESTMENTS, LLC

AND

CITY OF PENSACOLA, FLORIDA

EFFECTIVE DATE: _____, 2020

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List of Exhibits

EXHIBIT A - LEASED PREMISES

DRAFT

**PORT OF PENSACOLA
REAL PROPERTY LEASE**

THIS REAL PROPERTY LEASE (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between **SIDDIQI INVESTMENTS, LLC** a Tennessee limited liability corporation registered in Florida (“the Company”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation (“the City”), in its capacity as owner and operator of **PORT OF PENSACOLA** (“the Port”). The City and the Company may, from time to time, be referred to in this Lease individually as “a Party” and collectively as “the Parties.”

RECITALS

WHEREAS, the City is the owner and operator of the Port (as hereinafter defined); and

WHEREAS, it is in the best interest of the community for the City to encourage and support local economic development for the City of Pensacola Port of Pensacola and to efficiently operate the Leased Premise; and

WHEREAS, the 2019 Port Vision Strategy incorporated a significant public engagement process translating community desire including promotion of a mix of uses for an evolving waterfront and actionable initiatives including creating spaces for residents, visitors and long stay guests; and

WHEREAS, the City, as lessor, desires to lease to the Company, as lessee, and the Company desires to lease from the City, the Leased Premises for the use, upon the terms, and subject to the conditions hereinafter set forth; and

WHEREAS, the Company desires to Lease approximately 84,506.40 (1.94 acres) of usable, buildable square feet of land (“Lease Premises”) at 750 Commendancia Street, parcel number 00-0S-00-9100-001-011, a survey of which will be completed upon construction completion and the survey and legal description used to determine base rent; and

WHEREAS, the Company intends to design and construct a midscale to upper midscale hotel bringing approximately 120 new guestrooms, 5,000 square feet of meeting space with banquet seating for 325 guests, and sufficient parking spaces to service the parking requirements for this property, the existing adjacent hotel property (currently a Holiday Inn Express), to honor any and all other existing commitments for parking at the development site, and to retain or replace the spaces being displaced by this development, along with significant additional investment to finish and equip the facility to meet their specific industry requirements;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 DEFINITIONS

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the following meanings:

“Additional Rent(s)” means, collectively, all amounts payable by the Company under this Lease which are expressly designated as “Additional Rent(s)”, in addition to the Base Rent.

“Affiliate” means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the Company.

“Base Rent” means the annual rent for the Leased Premises as specified or determined in this Lease.

“City” means the City of Pensacola, Florida, and any successor to the City in ownership of the Port.

“Commencement Date” means the date the lease is fully executed by all parties. The parties agree that time is of the essence and each agrees to act with diligence and all due haste to expedite its portion of the execution process.

“Company” means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease pursuant to an assignment permitted by this Lease.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

“Effective Date” means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties’ execution of this Lease.

“Environmental Laws” means, collectively, all federal, state, water management district, and local environmental, land use, safety, or health laws, rules, regulations, ordinances, and common law, 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 an 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. The term “Environmental Laws” also shall mean and include the Port of Pensacola’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto, if/as applicable.

“Event of Default” shall have the meaning assigned in Article 15 below.

“Exclusive Use Leased Premises” means the spaces and areas within the Leased Premises for the use and occupancy of the Company to the exclusion of all others.

“Hazardous Substances” means 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 included under or regulated by Environmental Laws.

“Land” means land depicted on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 1.94 acres or approximately 84,506.40 SF of 750 Commendancia Street managed by the Port of Pensacola. Parcel dimensions to be confirmed by survey and legal description.

“Leased Premises” means the Land and all improvements now or hereafter existing on the Land.

“Lease Term” shall have the meaning assigned in Section 3.01 below.

“Lease Year” means each period of twelve consecutive calendar months that begins on an anniversary of the Effective Date of this Lease or, if the Effective Date of this Lease is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Beginning of this Lease; provided, however, that the first Lease Year shall commence on the beginning of this Lease and continue to, but not including, the first day of the next Lease Year expiring at 12:01 a.m.

“Ordinary Wear and Tear” means normal deterioration of an improvement to real property that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

“Percentage Rent” means “Gross Sales” of all monies or credits (revenue) received for all sales of goods or services made upon the lease premises minus all sales or use taxes to be paid by tenant to include “Room Revenue Percentage Rent” and “Non-Room Revenue Percentage Rent” described as revenue from all sources other than room night revenue, including but not limited to: restaurant sales, room service sales, bar sales, banquet sales, convention sales, retail sales, valet/ parking charges, business center, recreation center, spa, media services, guest facilities, resort fees, etc.

"Port" means Port of Pensacola located in Pensacola, Florida, as it now exists and as it may exist in the future.

"Port Director" means the person who from time to time holds the position of "Port Director" or "Interim Port Director" of the Port. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Port enterprise.

"Port Master Plan" means the assembly of appropriate documents and drawings addressing development of the Port from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Port Director as the Port Master Plan. The Port Master Plan includes, without limitation, forecasts of cargo & maritime business activity, a Port land use plan, 2019 Port Vision Plan (or any successor plan), a Port layout plan set, a Port access and parking plan, port storm water master plan, a capital improvement plan, and a budget and/or financial plan.

"Rent" means, collectively, the Base Rent and the Additional and Percentage Rent(s).

"Rules and Regulations" means those ordinances, rules and regulations promulgated from time to time by the City or the Port Director governing conduct on, and operations at, the Port or the use of any of the land and/or facilities ~~at~~ controlled by the Port.

"Subsidiary" means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the Company or by another Subsidiary of the Company.

Section 1.02 **CROSS-REFERENCES**

All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

ARTICLE 2. LEASED PREMISES

Section 2.01 LEASED PREMISES

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Company, and the Company hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions and other claims and encumbrances of record, provided that such matters do not prevent the Company from conducting its business on the Leased Premises as contemplated herein, and/or otherwise impair its financial structure and future use of the premises.

The Leased Premises is initially being defined as a portion of one parcel known as 750 Commendancia Street, parcel number 00-0S-00-9100-001-011. The portion of this parcel shall be defined as approximately 1.94 acres (84,506.40 SF) currently improved by two (2) paved surface parking lots, containing forty-six (46) striped parking spaces (the “North Lot”) and 37 striped parking spaces (the “South Lot”), respectively including two (2) handicapped spaces per parking lot. Parties agree that the Leased Premises includes not only such paved parking lots but also the unpaved areas located within the boundaries of the Leased Premises. Notwithstanding the foregoing, however, it is understood and agreed that City holds and hereby reserves easements in, on, over, under and upon the Leased Premises for utilities and stormwater drainage.

Upon completion of construction, a survey and legal description of the site “as built” will be completed and the property will be subdivided at that time if necessary. Base rent will be adjusted based on the “as built” square footage. The parcel at 750 Commendancia is further depicted in Exhibit A attached hereto and incorporated herein by this reference and collectively are known as the “Leased Premise.”

The Company shall have the right to post its unique logo on the side of the Leased Premises and any such signage must comport with the standards and procedures pertaining to signage in the City Land Development Code.

Section 2.02 PARKING

Tenant shall include in its project design and construct sufficient parking to service the parking requirements for this property and its successors and assigns, the existing adjacent hotel property (currently a Holiday Inn Express) and its successors and assigns, to honor any and all other existing commitments for parking at the development site, including the commitments made to adjacent businesses as reflected in the Lease Agreement dated January 12, 2016, and to retain or replace the spaces being displaced by this development.

All existing commitments for parking upon the Lease Premises must be honored either at the existing site or at an approved alternate location at all times, including during construction period. All parking revenue earned through existing agreements shall continue to accrue to the Port until such time as Rent under this Lease commences. At that time, all existing agreements for parking at the Leased Premises shall be assigned to the Tenant and all future revenue therefrom shall accrue to the Tenant but shall be included in the calculation of any Percentage Rent.

END OF ARTICLE

DRAFT

ARTICLE 3. TERM

Section 3.01 LEASE TERM

Subject to compliance with the terms and conditions of this Lease, the Company shall have the right to occupy the Leased Premise beginning on the Commencement Date as defined in Section 1.01 of this Lease Agreement for a term of thirty (30) years (the "Primary Lease Term"). Base Rent and all Percentage Rents, as described herein, shall become effective upon the issuance of a Certificate of Occupancy for the building or twenty-four (24) months after completion of the Due Diligence Period, whichever comes first (the Rent Effective Date).

Section 3.02 RENEWAL

Provided no default by LESSEE exists under future lease and upon expiration of the initial term of this Lease Agreement, Lessee may request up to four (4) renewal periods of ten (10) years each for a total of seventy (70) years including primary term and all renewals subject to the provisions that follow in this Section 3.02. Each renewal shall occur by written request to the City unless lessee provides the other party with a one hundred twenty (120) day advance written notice of non-renewal. Such request to be submitted to the Port Director no less than one hundred twenty (120) days prior to the expiration of the immediately preceding Term.

Section 3.03 COMPANY'S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Upon expiration of the Lease Term or earlier termination of this Lease, all of the Company's rights, authority, and privileges to use the Leased Premises, services, facilities and property of the Port as granted herein shall automatically cease without notice to the Company except such notice, if any, as is expressly required by this Lease with respect to an earlier termination of this Lease.

Section 3.04 SURRENDER OF LEASED PREMISES

Upon expiration of the Lease Term or earlier termination of this Lease, the Company shall surrender the Leased Premises to the City in its improved condition as referenced in Section 4.01 of this Lease, except for Ordinary Wear and Tear and except for damage caused by an insured casualty or a condemnation for which the City is fully compensated by insurance proceeds actually received by the City and by deductible amounts actually paid by the Company to the City, with respect to an insured casualty loss, or by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City, with respect to a condemnation.

The provisions of this Section 3.04 shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

ARTICLE 4. USE OF LEASED PREMISES

Section 4.01 PERMITTED USE OF LEASED PREMISES

Tenant intends to use and permit the use of the premises for a hotel and ancillary uses (including but not necessarily limited to, guest parking, pool, food and beverage, other hotel amenities, back of house operations, meeting flex space, convention, special event venue, business center, recreation center, spa and guest facilities) only. Any other use or future uses must have written consent from the Landlord and must be consistent with zoning designations and development regulations of the City of Pensacola.

Consistent with the permitted use of the Leased Premises stated in this Section 4 and solely in furtherance of such use, Company shall, at Company's sole cost and expense, complete all required construction activities on the Leased Premise in order to obtain a Certificate of Occupancy from the City of Pensacola Inspection Services Division. All construction plans shall be reviewed and approved in accordance with all applicable City of Pensacola codes and ordinances. In addition, the Port Director or designee shall have the right to review all construction drawings.

As a condition of this Lease for the Lease Premises, Tenant shall have up to 36 months from the Commencement Date of this Lease to complete construction of Tenant's improvements and receive a Certificate of Occupancy from the City of Pensacola building official (Construction Period). The first two hundred ten (210) days of this Construction Period shall constitute a Due Diligence Period during which the Tenant shall conduct and prepare all due diligence and notify the City of its intent to proceed with the hotel development contemplated herein. This Construction Period shall be extendable upon request by the Tenant and with reasonable justification for any and delays.

Upon expiration of the Construction Period and any and all extensions thereto, should Tenant abandon the project or otherwise continue to fail to complete construction of Tenant's improvements within a reasonable timeframe, the City may terminate this Lease Agreement and Company expressly agrees that upon receipt of such termination notice for failure to perform according to schedule, the Company shall within 30 days relinquish and surrender the Lease Premises and any improvements thereto to the City. The City may then enter the Lease Premises (including any improvements) and exclude the Company from possession of the Lease Premises, declare all Rents, fees, taxes and other charges and amounts which are owed to be immediately due and payable. For any repairs or other costs incurred by the City to bring the facility to minimum code standards required for reletting, the City may "call" any and all applicable construction, performance and/or payment bonds as defined in Article 10 herein.

Section 4.02 ADDITIONAL RESTRICTIONS

Notwithstanding any contrary provision in this Lease, the Company shall not, and the Company shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

- (a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port.

(b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Port or any part thereof or improvements thereon.

(c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, 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.

(d) Engage in any business or activity not specifically permitted by this Lease.

Section 4.03 **NON-EXCLUSIVE RIGHTS AND PRIVILEGES**

This section reserved.

END OF ARTICLE

ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX

In consideration for the Company's use of the Leased Premises, the rights and privileges granted to the Company hereunder, and for the undertakings of City hereunder, the Company agrees to pay Port of Pensacola without invoicing, notice, demand, deduction or set-off, the Base Rent, Additional Rent, fees, other charges, and sales and use tax as set forth in this Lease, as from time to time recalculated according to the procedures described herein below.

Section 5.01 **BASE RENT**

The annual base rent ("Base Rent") payable by the Company to the Port of Pensacola shall be per the following schedule:

Tenant agrees to pay annual Base Rent equal to \$147,440.00 for 84,506.40 square feet. The final Base Rent shall be calculated and adjusted based on actual square footage of the leased premises as determined by a post-construction site survey to be completed by the Landlord. Base rent shall increase at a rate equal to seven percent (7%) upon every fifth (5th) anniversary of the execution date.

Base Rent shall be paid in twelve (12) equal monthly installments due and payable in advance on the first day of each month. In the event that the Rent Effective Date is a date other than the first day of a calendar month, the rent due shall be prorated for that month.

Prior to the first renewal of the lease (i.e. during the last year of the primary term, or year twenty-nine (29), the Lessor shall have the right, if it so chooses, to undertake an appraisal, broker's opinion of value or other generally accepted method to determine the then-current fair market value of the subject leasehold not including the value of the Lessee's improvements (i.e. market value of a commercial unimproved land lease in the downtown Pensacola corridor). If such valuation determines that the base rent being charged at that time is more than 10% below fair market value, then the base rent effective upon the first renewal will not be increased by 7% but will, instead, be increased to the fair market value up to a maximum increase of 15% (Adjusted Base Rent). In order for the Lessee to have sufficient time to consider the impacts of the applicable adjusted base rent, Lessor must complete its valuation and provide the Lessee with written notice of the adjusted base rent amount no less than 240 days prior to the conclusion of the primary term. If, after receiving written notice of the adjusted base rent amount, Lessee can demonstrate that the proposed increase would create a significant hardship, then Lessee may opt to have the adjusted base rent implemented incrementally over the first renewal term as follows: 10% immediately plus subsequent annual increases of 2.5% until such time as the maximum allowable adjusted base rent has been attained.

Rent shall be at the rates outlined in Article 5 of this Lease, except that for any renewal hereunder, shall be calculated and adjusted based on actual square footage of the leased premises as determined by the post-construction "as built" site survey to be completed by the Landlord as defined in Article 5 herein. For any renewal hereunder, all terms and conditions of this Lease Agreement, other than pertaining to Rent, remain the same unless expressly negotiated between the parties. Any renewal hereunder shall be memorialized in writing, executed by the parties in the same formality herewith.

Section 5.02 OTHER RENTS, FEES AND CHARGES

Notwithstanding any contrary provision in this Lease, Tenant shall be fully responsible for payment of all taxes, assessments, and other federal, state, county or municipal fees assessed upon the Leased Premises or the Tenant's operations thereon that are equally applicable to all similarly situated parties.

PERCENTAGE RENT

For the purpose of this section; (1) "Gross Sales" means the result of all monies or credits (revenue) received for all sales of goods or services made upon the lease premises minus all sales or use taxes to be paid by tenant. (2) "Lease Year" means each period of 12 consecutive months during the term of the Lease, starting on the Lease Commencement date.

(B) Room Revenue Percentage Rent:

Tenant agrees to pay annual Percentage Rent equal to five percent (5%) of all room night revenue over \$3.5 million with the maximum collected by Lessor from room night revenue only not to exceed \$250,000.

(C) NON-ROOM REVENUE PERCENTAGE RENT:

Tenant agrees to pay Non-Room Revenue Percentage Rent equal to two percent (2%) of all revenue from all sources other than room night revenue, including but not limited to: restaurant sales, room service sales, bar sales, banquet sales, convention sales, retail sales, valet/parking charges, business center, recreation center, spa, media services, guest facilities, etc. whether operated by the Tenant or an approved Sub-Lessee, Assignee or any other entity operating upon the Lease Premises.

(D) All Room Revenue Percentage Rent and all Non-Room Revenue Percentage Rent are due and payable whether generated from business activities undertaken directly by the Tenant or by a contractor or sub-contractor or other operating entity of the Tenant or by an approved Sub-Lessee, Assignee or any other entity operating upon the Lease Premises.

(E) No later than 45 days after the end of the Lease Year, Tenant shall pay the Landlord the percentage rent and provide either (1) copies of all monthly sales tax receipts or other report required to be submitted to the Florida Department of Revenue or (2) a statement of all gross sales for the Lease Year signed by both Tenant and Tenant's bookkeeper or accountant or (3) other accounting or reporting document mutually agreed upon by the parties. Tenant shall also be responsible for remitting to the Landlord any and all Percentage Rent payments due from approved Sub-Lessees, Assigns or any other entities operating upon the Lease Premises.

(F) AUDIT AND INSPECTION RIGHTS

i. Tenant, its contractors, subcontractors, designated operating entities, Sub-Lessees, Assigns and all other entities operating upon the Lease Premises and subject to the assessment of Percentage Rent, shall maintain accurate records, in a form acceptable to the City, from which the amount of fees owed to the City can be determined.

ii. No more frequently than once per Lease Year, up to and including the year in which the final Lease Year's Percentage Rents are calculated and all other pending matters are closed, the Landlord may audit, or cause to be audited, pertinent business records of Tenant.

iii. Upon conclusion of any audit performed in accordance with this Section 15.02(F), Tenant agrees to timely remit any additional Percentage Rent determined to be owed to the City as a result of such audit.

iv. Landlord may retain an independent certified public accountant to conduct an audit of the referenced business records. If such an audit results in a deviation in the gross sales amounts greater than 10% of the Tenant's statements to Landlord, Tenant shall pay the cost of the audit, otherwise, Landlord shall pay the cost of the audit.

v. Tenant shall include in all contracts, operating agreements, sub-leases and assignments will all entities conducting revenue-generating operations upon the Leased Premises, adequate provisions for the reporting of Percentage Rents owed and remittance of same to the Tenant on an annual basis in order to perform in accordance with Sections 5.02 (C) (D) and (E), herein.

Section 5.03 SALES TAX

The Company shall pay to City all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time (collectively, the "Sales Tax"), on the Base Rent and Additional Rent due under this Lease and on any other payments required by this Lease to be made by the Company to or for the benefit of the City which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent, Additional Rent, or other payment with respect to which such tax is required to be paid.

All sales and use taxes to be paid by Tenant.

Section 5.04 MODE OF PAYMENT

The payment of all Base Rent, Additional and Percentage Rent, Sales Tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the Port of Pensacola without the City invoicing the Company. Payments shall be mailed or delivered to City of Pensacola Treasury Department, PO Box 12910, Pensacola, Florida 32521-0044, or to such other payment address as the City notifies the Company in writing. The City reserves the right to require that payment be made by wire transfer.

Section 5.05 LATE FEE AND INTEREST

If Base Rent, Additional Rent, or any other fee, charge or payment due and payable under this Lease by the Company to the City is not paid within fifteen (15) calendar days after such Base Rent, Additional Rent, or other fee, charge or payment became due, a Late Fee of five percent (5%) of the amount due shall be due and payable to the City to compensate the City for its added expenses due to said late payment. Further, any Base Rent, Additional Rent, or other fee, charge or payment due and payable under this Lease by the Company to the City that is not paid within sixty (60) calendar days after its date due shall bear Interest at eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is greater, from the date due until the date paid in full.

END OF ARTICLE

ARTICLE 6. SECURITY DEPOSIT

Upon expiration of due diligence, tenant shall deposit an amount equal to six (6) months Base Rent as Security Deposit. Such deposit may be in the form of cash, bond, letter of credit or other instruction acceptable to the City.

In the event City is required to draw down or collect against the Company's security for any reason, the Company shall, within ten (10) business days after City's written demand, either cause security to be replenished to its original value or provide a replacement security from another source so that the aggregate of letters of credit or quick pay bonds are equal to the total amount required above.

If the Company shall fail to obtain or keep in force such security required hereunder, such failure shall be grounds for immediate termination of this Lease by the City without notice to the Company or opportunity to cure such failure except as expressly provided in this Article, notwithstanding any other provision of this Lease. The City's rights under this Article shall be in addition to all other rights and remedies provided to City under this Lease.

END OF ARTICLE

ARTICLE 7. INSURANCE AND INDEMNIFICATION

Section 7.01 **REQUIRED INSURANCE**

Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified herein, as applicable to the Company's business type, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, "the City" is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The Company and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Lease. The Company agrees that it will increase such minimum limits to the levels required by the City from time to time, within one hundred eighty (180) days following the receipt of written notice from the Port Director.

Insurance shall be procured from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its sole discretion, for the City's protection only. The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements:

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Insurance Requirements		
	Type	Amount
(1)	Worker's Compensation and Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000 (including USL&H and Jones Act, if applicable)
(2)	Broad Form Commercial General Liability Policy to include coverage for the following (must include liability for marine vessels):	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence or its equivalent with an aggregate of not less than \$5,000,000
	(A) Premises Operations	
	(B) Independent Contractors	
	(C) Products/Completed Operations	
	(D) Personal Injury	
	(E) Contractual Liability	
	(F) Damage to Leased Premises	
(3)	Property Insurance including flood insurance for physical damage to the property of the Company, including improvements and betterments to the Leased Premises	Coverage for replacement value of property
(4)	Property Insurance for physical damage to the Facilities, including improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, windstorm, flood (if and to the extent any of the Facilities are located in a federally-designated special flood hazard area), and other risks commonly insured against for similar port improvements	Coverage for replacement value of Facilities
(5)	Automobile Liability (any automobile)	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in excess of umbrella coverage, \$5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(6)	Above Ground and/or Underground Storage Tank Liability (but only if such tanks exist at the Leased Premises)	\$10,000,000 per claim
(7)	Environmental Impairment Liability	\$3,000,000 per occurrence, with an annual aggregate not less than \$5,000,000

Section 7.02 **POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE**

All insurance policies required by this Lease to be furnished by the Company shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage.

Each policy of property insurance shall be endorsed to name the City as an Additional Insured and Loss Payee, as its interest may appear, and each policy of liability insurance shall be endorsed to name the City as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each insurance policy.

Within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall furnish true and complete copies of all of the Company's insurance policies, forms, endorsements, jackets, and

other items forming a part of, or relating to, all policies of insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises.

In addition, within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall provide to the City Certificates of Insurance evidencing all insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises. Each Certificate of Insurance shall provide that the insurance carrier shall give the City written notice least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage. The City shall be named on each Certificate of property insurance as an Additional Insured and Loss Payee, as its interest may appear, and on each Certificate of liability insurance as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each Certificate. Certificates of property insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 28 form. Certificates of liability insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 25 form. Any wording on a Certificate that would make notification to the City of cancellation, nonrenewal, or adverse change or restriction in coverage an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's authorized agent or employee. The name and address of the City on each policy and certificate of insurance required by this Lease shall be: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, a copy of each Certificate of Insurance shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

The Company shall immediately replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall provide to the City copies of all such new policies, as well as Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation, nonrenewal, adverse change, or restriction. The Company's required insurance coverages shall be considered primary for all purposes, and all other insurance shall be considered as excess, over and above the Company's coverages.

Notwithstanding the primary coverage responsibility of the Company, the Company shall protect the indirect and direct interests of the City by at all times promptly complying with all terms and conditions of its insurance policies, including without limitation timely and complete notification of claims. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

Section 7.03 INSURANCE OF THE COMPANY PRIMARY

The insurance coverage required of the Company shall be considered primary, and all other insurance shall be considered as excess, over and above the Company's required coverage.

Section 7.04 LOSS CONTROL, SAFETY, AND SECURITY

The Company shall retain control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Company shall not be deemed to be an agent of the City. Precaution shall be exercised by the Company at all times regarding the protection of all persons, including employees, and property. The Company shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. The Company and its employees, agents, servants, contractors, customers, guests, and invitees, shall at all times comply with all federal and State laws as amended from time to time or any successor thereto, as/when applicable to the Company's operations upon the Leased Premises.

Section 7.05 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers that have a current A.M. Best rating of no less than A: X.

Section 7.06 HOLD HARMLESS

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City directly or indirectly arising out of, resulting from, or related to any breach or default by the Company under this Lease, or the activities, acts or omissions of the Company, its successors or assigns under this Lease or at or within the Port, or arising or occurring in, on, under or about the Leased Premises during the Lease Term, including, but not limited to, any acts or omissions of the Company, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The indemnity provided for in this Section shall not apply to any liability resulting from negligence of the City, its officers, or employees in instances where such negligence causes personal injury, death, or property damage.

The Company shall fully and forever release, hold harmless, defend, and indemnify the City from all such costs, including, but not limited to, expert fees even though a jury may find the Company and the City jointly liable. But in the event the City is held liable for a claim, then in that event each of the parties bears their own costs, legal fees and expert fees for their liability. The City shall, upon notice thereof, transmit to the Company every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

Section 7.07 NON-LIABILITY OF THE CITY

The City shall not, in any event, be liable to the Company or to any other person or entity for any acts or omissions of the Company, its successors, assigns, or sublessees or for any condition resulting from the operations or activities of the Company or any such person or entity.

Without limiting the generality of the foregoing, the City shall not be liable for the Company's failure to perform any of the Company's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

Section 7.08 PAYMENT ON BEHALF OF THE CITY

The Company agrees to pay on behalf of the City, for all claims or other actions or items described in Section 7.06, "Hold Harmless." Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 7.09 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. This Article shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

END OF ARTICLE

ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES

Section 8.01 USE OF COMMON FACILITIES

The City hereby grants to the Company, and to the Company's agents, employees, customers, guests, and invitees, the following general, nonexclusive privileges, uses, and rights, subject to the Rules and Regulations, the payment of all applicable fees and charges, and the terms, conditions, and covenants of this Lease:

(a) The right of ingress to and egress from the Leased Premises over and across public roadways serving the Port for the Company, its agents, employees, customers, guests, invitees, suppliers of services, furnishers of materials, and permitted sublessees/sublicensees.

The privileges, uses, and rights granted or permitted under this Article shall be exercisable only if and to the extent necessary in connection with the Company's business on the Leased Premises permitted under Article 4 above.

Section 8.02 COMPLIANCE

The rights and privileges granted pursuant to Section 8.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Port policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Port, including without limitation the rules and regulations promulgated with reference to navigation, security, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated by charter authority or by law.

Section 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City may at any time request that a tour of the Leased Premises be scheduled in order for the Landlord to verify that the Tenant is operating in compliance with this Lease Agreement.

END OF ARTICLE

ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COMPANY HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION THE FACILITIES AND ALL OTHER BUILDINGS, STRUCTURES, IMPROVEMENTS, FACILITIES, AND INFRASTRUCTURE. THE PARTIES AGREE THAT THIS LEASE IS GRANTED BY THE CITY, AT THE COMPANY'S REQUEST, AND THAT THE LEASED PREMISES AND ALL PORTIONS THEREOF SHALL BE AND HEREBY ARE ACCEPTED BY THE COMPANY IN THEIR "AS IS" CONDITION.

THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES, INCLUDING ALL PORTIONS, PARTS, AND COMPONENTS THEREOF, TO THE COMPANY, AND THE COMPANY ACCEPTS THE LEASED PREMISES, AS IDENTIFIED IN EXHIBIT A OF THIS LEASE, FROM THE CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" AS IDENTIFIED BY THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, AND SUBJECT TO ALL DEFECTS, LATENT AND PATENT. THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF UNLESS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

THE COMPANY'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COMPANY'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COMPANY DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE CITY MAKES NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME. ANY SUCH REPRESENTATIONS OR PROMISES PREVIOUSLY MADE, IF ANY, SHALL NOT BE BINDING UPON THE CITY UNLESS EXPRESSLY CAPTURED AND DETAILED IN THIS LEASE AGREEMENT.

END OF ARTICLE

ARTICLE 10. CONSTRUCTION BY THE COMPANY

Section 10.01 **GENERAL REQUIREMENTS**

The Company shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises without the prior written approval of the City, which approval shall not be unreasonably withheld, minor non-structural modifications by the Company within the lease premises as defined in Section 2.01, excepted. The Company shall further have the right to install and/or construct properly permitted free-standing improvements within the Leased Premises provided all such construction complies with all land-use and construction regulations and procedures applicable in the City of Pensacola and to the location of the leased premises.

In the event that the Company desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Port Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Port Director, all of which shall be in sufficient detail for the Port Director, to determine, whether or not the proposed work is consistent with the Company's use of the premises as defined in Section 4.01. But in any event the approval of proposed construction, remodel, renovation, removal or any other improvements for the Company business shall not be unreasonably withheld, provided the proposed work is deemed to be consistent with Section 4.01 of this lease. The Port Director, acting on behalf of the City, shall have a total of thirty (30) days to provide written approval or disapproval of such work.

The Company shall not commence any such work unless and until the City, through the Port Director, has given its written approval of such work, and the Company has provided to the Port Director any payments, bonds and/or securities as required herein below.

Lessee shall be solely responsible for payment of all hard and soft costs of such work, and, prior to commencement of any work on the Leased Premises Lessee shall provide Lessor with reasonably satisfactory evidence of Lessee's ability to pay the costs of such work as and when due.

Further, prior to the commencement of any such work, the Company shall procure and provide to the Port Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer, department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Port Director any and all requisite development, building and construction licenses, orders, permits, and approvals. The Company shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

All such work shall conform to the plans and specifications, construction timetable and other documentations submitted to the City by the Company; all conditions and requirements imposed by the City as a condition of its approval, including but not limited to applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and Regulations and the federal Americans with Disabilities Act and regulations thereunder. In

no event shall the approval of the City required by this Article be deemed to be any acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the City complies or will comply with applicable laws, codes, ordinances, rules, and regulations, including but not limited to those of the City of Pensacola, and shall not relieve Lessee from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. Further, the City, by giving its approval of such work, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

Upon the commencement of any work permitted under this Article, Lessee shall thereafter diligently and continuously prosecute such work to completion within a reasonable time. Lessee shall cause all work on the Leased Premises to be performed and constructed by appropriately licensed contractors, with high quality, new materials, in a good and workmanlike manner, and pursuant to valid building permits. All IMPROVEMENTS (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) installed or constructed on the Leased Premises by the Company shall be deemed to be the sole property of the Company during the term of this Lease. All improvements shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of this Lease, unless otherwise mutually agreed by the parties hereto. Lessee shall indemnify, defend and hold Lessor free and harmless from and against any and all liabilities, claims, demands, lawsuits, administrative proceedings, loss, and damages or any kind, including but not limited to attorneys' fees and costs, arising out of any work done or material supplied to the Leased Premises by or at the request of Lessee.

Prior to commencement of any work on the Leased Premises for a total cost (both hard and soft costs, as estimated by the City) in excess of Twenty-Five Thousand Dollars (\$25,000.00), Lessee shall provide to the Lessor payment bonds obtained by each general or sub-contractor of Lessee ensuring performance of that general contractor's obligations under the construction contract between that general contractor and the Lessee and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of any improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to the Lessor, (iii) run in favor of the Lessor, (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the improvements as approved by the Lessor, as such cost is stipulated in the construction contract between the Lessee and its general contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other statutory requirements. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Upon completion of all renovations, construction, alterations, or improvements on the Leased Premises, the Company shall provide to the Port Director an accurate and complete conformed set of "as built" plans and specifications, certified by the appropriate contractor(s) and design professional(s), and a copy of the government-issued Certificate of Occupancy, if required for such work.

Section 10.02 CONSTRUCTION REQUIREMENTS

Immediately upon receipt of all approvals by the City required by this Lease and all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction, the Company shall proceed with construction of said improvements.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. The City's interest in said Leased Premises, shall not be subjected to any construction lien for any improvements constructed by the Company hereunder.

Should the Company construct improvements, alterations, or additions without fulfilling its obligations hereunder, the Company shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

The City shall, at any period during construction of the Company's improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease and within normally acceptable industry practices, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

END OF ARTICLE

ARTICLE 11. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Company or its agents, employees or contractors, or any permitted sublessee of the Company, or anyone acting by, through or under the Company. The Company shall include written notice of the foregoing in all contracts for the furnishing of labor, services or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Company must look solely to the Company for payment. The Company shall keep the Leased Premises and improvements free from any construction liens, mechanics liens, vendors liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by or at the request of the Company or its employees, contractors, or anyone acting by, through or under the Company, all of which liens and claims are hereby expressly prohibited, and the Company shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. In addition to complying with all requirements of Article 10 above, before commencing any work of any kind on or to the Leased Premises, the Company shall give the City at least ten (10) business days' written notice of the proposed work and proposed commencement date in order to afford the City an opportunity to post appropriate notices of non-responsibility.

END OF ARTICLE

ARTICLE 12. MAINTENANCE AND REPAIR

Section 12.01 **TRIPLE NET LEASE**

This Lease constitutes a triple net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the Company expressly covenants and agrees that all Base Rent, Additional Rent, and other payments herein required to be paid by the Company to the City shall be absolutely net payments to the City, meaning that, during the Lease Term, the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Leased Premises, or any part thereof, notwithstanding any contrary provision in this Lease.

Section 12.02 **COMPANY RESPONSIBILITIES**

The Company shall, throughout the Lease Term of this Lease, be solely and entirely responsible for all costs and expenses for, related to or arising out of the construction, use, operation, repair, maintenance and replacement of the Leased Premises, including but not limited to, the Facilities, all buildings, improvements, pavement, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, parking areas, and improvements thereon and all components thereof, whether such construction, repair, maintenance or replacement be ordinary, extraordinary, structural, or otherwise. Additionally, without limiting the foregoing, the Company shall:

- (a) At all times perform commercially reasonably routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;
- (b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;
- (c) At all times keep the Leased Premises' grounds, pavement and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;
- (d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Port Director, provided that such rules, regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

(e) Observe all insurance regulations and requirements concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the Company's operations on the Port;

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Port caused by the Company, its employees, agents, sublessees, licensees, contractors, suppliers, guests or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever; but in no event shall this relieve the City of its' obligations to maintain the land not a portion of the leased premises in good working order for the operations of the Company's business as defined in Section 2.01;

(g) Be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(h) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, regularly mow all grass within the Leased Premises, and weed and maintain any landscaping retain or installed by the Company on the Leased Premises; and

(i) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Port Director, for the adequate sanitary handling and disposal of all trash, garbage, and refuse resulting from operation of the Company's business.

(j) The Company shall be responsible for maintaining and repairing all improvements so constructed and shall keep these facilities in serviceable condition for use at all times.

Section 12.03 **SAFE, CLEAN AND ORDERLY OPERATION**

During the term of this Lease, the Company agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Company agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Port, of all trash, garbage, waste and other refuse caused as a result of the Company's operations; to provide and use suitable covered metal receptacles, to be approved by the Port Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the City's stormwater or sanitary sewer systems.

The Company agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Port Director.

Should the Company fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, or the Company fails to diligently pursue remediation of the failure, the city reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Company shall pay to the City an amount equal to the City's cost for such actions. Said payment is Additional Rent and is to be made by the 10th day of the following month in addition to any other payments.

Section 12.04 **OTHER SERVICES**

At its own expense the Company shall provide interior and exterior painting, janitorial, trash removal and all other services necessary or desirable for the operation of the Company's business on the Leased Premises permitted under Article 4 above. Should the Company require specialized security services at its Leased Premises, the Company must contract for same separately and may engage any properly licensed security services provider for the provision of same.

Section 12.05 **PERFORMANCE**

In the event that the Company refuses or fails to undertake and complete any maintenance, repair or replacements within thirty (30) days after written notice from the Port Director or, in the event of exigent circumstances, such lesser time as the Port Director specifies in such written notice, then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Company. The costs of such maintenance, repair or replacement, plus twenty-five (25.0%) percent for administration, shall be reimbursed by the Company to the City no later than 30 days following receipt by the Company of written demand from the City for same.

Section 12.06 **UTILITIES**

The Company shall, at no cost to the City or Port, arrange for all utilities necessary to serve the Leased Premises and promptly pay when due all the utilities costs incurred with respect to the Leased Premises. The Company shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer, telephone, internet, cable, and any and all other utilities used on the Leased Premises throughout the Lease Term, including, but not limited to, any connection fees and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The Company shall be responsible for the maintenance and repair of all exterior telephone, internet, cable, water, gas, sewer, and electrical utility lines required for the Leased Premises commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The Company shall coordinate any required maintenance and repair with the appropriate utility company and the office of the Port Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the

right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall not disrupt the operations of the Company without prior written approval of the Company and shall take reasonable precautions to avoid the disruption of the Company's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Company; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the Company shall not render any utility lines inaccessible.

Section 12.07 UTILITIES SUPPLY OR CHARACTER

The City shall not be liable in any way to the Company for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by fire, safety or emergency exigencies, and in advancement of and consistent with the provisions of Section 12.07 herein above whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Port. Whenever reasonable under the circumstances, the City shall give the Company not less than five (5) days' prior notice of any such utility shutdown. In no event shall the planned loss of utility services occur during normal manufacturing hours without the express knowledge and written consent of the Company. The City shall not be liable to the Company for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises whether said utility supply is controlled by the City or by a public utility provider.

END OF ARTICLE

ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

Section 13.01 **TITLE TO IMPROVEMENTS**

Title to all buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested in the City. Improvements made upon the leased premises by the Company, except those structural improvements constructed in compliance with Section 4.01 herein, shall for financial purposes, be owned and claimed by the Company during the term of this lease.

Title to all buildings, structures, pavement, and other improvements not considered to be trade fixtures or personal property of the Company constructed or installed on the Leased Premises by the Company during the Lease Term, shall become vested in the City immediately and automatically upon completion thereof, without notice to the Company or any action by the City. At the termination of the lease and any extensions, ownership and control of the Leased Premises shall remain with the Port of Pensacola.

Section 13.02 **TITLE TO PERSONAL PROPERTY**

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the Company, at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the Company, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the Company and the City. The Company shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises. The Company shall promptly repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of removal of the Company's property by the Company shall promptly be restored at the Company's expense to substantially the same condition as it was prior to such damage.

Notwithstanding the foregoing, any and all property not removed by the Company prior to the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the land upon which it is located and title thereto shall automatically vest in the City with prior written notice to the Company within ten (10) days of suggested transfer of ownership. The City reserves the right to remove and dispose of any or all of such property not removed by the Company prior to the expiration of the Lease Term or earlier termination of this Lease, without any liability or obligation to the Company.

The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

ARTICLE 14. ENVIRONMENTAL COMPLIANCE

Section 14.01 ENVIRONMENTAL LAWS

The Company shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Company's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Prior to the beginning of any Lease Term, the Company shall identify in writing to the Port Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. This list shall be updated by Company in March of each year and include quantities of materials stored on the Leased Premises. The City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Port Director, has the right to limit the amount of Hazardous Substances used and stored on the Leased Premises that are not reasonably used in the course of manufacturing for the authorized purposes herein.

The Company shall comply with all applicable local, state and federal laws, rules and regulations as relates to Storm Water Pollution Prevention, including any storm water retention, collection and/or treatment requirements applicable to the proposed development. .

The Company shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Port property, but in no way does this prohibit material to be properly stored in the Leased premises consistent with the proposed use of the premises and consistent with all applicable laws governing storage of same.

The Company shall be solely responsible for the payment of any and all fines, fees, penalties, assessments or citations issued as a result of the Company's failure to comply with applicable environmental laws whether such fine, fee, penalty, assessment or citation be issued to the Company directly or the City or Port as the property owner.

Section 14.02 ENVIRONMENTAL CONDITIONS

The City represents and warrants to is actual knowledge without independent investigation that:

- (i) it has not received any notice of violation of any environmental laws with respect to the Leased Premises.
- (ii) it has not been a party to any actions, suits, proceedings or damage settlements related in any way to contamination in, upon, over or from the Leased Premises; and
- (iii) a portion of the Leased Premises **IS** designated by the Florida Department of Environmental Protection (DEP) as a petroleum contamination cleanup site.

Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS

Based on the information contained in Section 14.02 of this lease, the Company shall, during its two hundred and ten (210) day Due Diligence Period, assess the monitoring and remediation requirements applicable upon the site during construction, if any, and ongoing thereafter, if any. This information shall be used by the Company to determine the Company's ability to continue with the proposed development.

If, following such Due Diligence Period, the Company elects to continue with the proposed development, the Company shall at all times comply with any and all monitoring and remediation requirements set forth by DEP or any other federal, state or local government agency with regulatory authority over the monitoring and remediation of such contamination both during construction, if any, and ongoing thereafter, if any.

If, following the vacating, abandonment or surrender of the Leased Premises or any portion thereof by the Company, an assignee or a sublessee, the City has reason to believe any additional contamination of the leased premises occurred during the lease term, the City may at its own cost and expense undertake any environmental site assessment(s) need to verify the existence and extent of any such contamination. Should any contamination attributable to the activities of the Company, an assignee or a sublessee be confirmed, the responsible party shall be required to perform any and all assessments, remediation, and/or monitoring activities required by law at its sole cost and expense.

Section 14.04 ENVIRONMENTAL REPORTS

The Company promptly shall provide to the Port Director, on an ongoing basis and as updates are required, copies of all Company environmental permits, if any, and reports related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

Section 14.05 SURVIVAL OF OBLIGATIONS

The obligations of this Article shall survive the expiration, termination, and full or partial assignment of this Lease, as well as the sublease of all or any portion of the Leased Premises.

END OF ARTICLE

ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION

Section 15.01 **COMPANY EVENTS OF DEFAULT**

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an “Event of Default”) shall constitute a material default and breach of this Lease by the Company:

- (a) The Company fails to make any monetary payment required to be made by the Company hereunder, as and when due; or
- (b) The Company fails to observe or perform any covenant, condition or provision of this Lease to be observed or performed by the Company, other than as described in subparagraph (a) above or subparagraphs (d), (e) or (f) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Company; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Company begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or
- (c) The Company files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Company; or the Company seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Company shall make a general assignment for the benefit of its creditors; or the Company commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (d) A petition or case is filed against the Company seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Company or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or
- (e) The Company abandons all or any material part of the Company’s business on the Leased Premises permitted under Article 4 above or ceases to conduct all or any material part of the Company’s business at the Leased Premises permitted under Article 4 above for forty-five (45) days during any period of ninety (90) consecutive days; or
- (f) The Company, its assignees, sublessees, contractors or subcontractors, employs or contracts with or for work or services performed on or from the Leased Premises, any

unauthorized alien as described by Section 274(e) of the Federal Immigration and Nationalization Act. Failure to comply with this paragraph (h) shall not constitute a material breach by the Company, provided the Company has undertaken reasonable efforts to ensure compliance with the Act through its practices and policies.

Section 15.02 **REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 15.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Company's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and the Company shall surrender possession of the Leased Premises to the City within the provisions of the lease termination. In such event the City shall be entitled to recover from the Company all damages incurred by the City by reason of the Company's default, including but not limited to the cost of recovering possession of the Leased Premises; cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of five percent (5%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida.

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Company's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid and prior to the lease termination, the covenants to be performed by the Company during the remaining Lease Term. For the purpose of such re-letting, the 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 the City shall be entitled to recover from the Company the cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; and, cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company.

(c) Maintain the Company's right to possession, in which case this Lease shall continue in effect whether or not the Company shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(d) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

Section 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Base Rent, Additional Rent or other amounts or payments by the Company for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE

ARTICLE 16. HOLDING OVER

It is agreed and understood that any holding over by the Company, with the City's written consent, after the termination of this Lease, shall not serve to renew and extend same, but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions.

Should the Company hold over without the City's written consent, the Company agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Company completely vacates the Leased Premises, two hundred percent (200%) of the sum of (i) Base Rent payable for the last month of the Lease Term, including without limitation applicable taxes and (ii) all Additional Rent and other fees and charges required by this Lease or by City ordinance to be paid by the Company.

The Company shall be liable to the City for all loss or damage resulting from such holding over against the City's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by the City, in the event that the Company fails or refuses to surrender possession, shall not serve to grant the Company any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

ARTICLE 17. ASSIGNMENT AND SUBLEASE

Section 17.01 LEASE ASSIGNMENT

The Company shall not assign this Lease or the Company's interest in or to the Leased Premises, or any part thereof, without first having obtained the City's prior written consent which consent may be given or withheld in the City's sole and absolute discretion; provided, however, that this section is not intended to apply to or prevent the assignment of this Lease, in its entirety, to any corporation or other entity with which the Company may merge or to an Affiliate or Subsidiary or limit the ability of the Company to execute any required franchise or partnership agreements required for the Company's hotel to be affiliated with a national or international brand except that, regardless of brand, the Company shall be required to obtain and maintain during the term of this lease at least an upper mid-scale, limited service flag or higher as defined by Smith Travel Research or any industry accepted successor thereto. Should there be an internal assignment by the Company of the lease to an entity that has common ownership or is otherwise an affiliated entity, then no approval by the City is required, but the Company shall provide ten (10) days advance notice to the intent to assign. Nothing in this provision shall impair the responsibilities of the Company to the City until the City provides approval of the assignment or subletting. Without limiting the foregoing, it is a precondition to City review and approval of a requested assignment of this Lease that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. Any transfer of more than fifty percent (50%) of the equity ownership of the Company, whether such transfer of equity ownership occurs pursuant to a single transaction or a series of related transactions, shall be deemed to be an assignment of this Lease for purposes of this Section 17.01.

In the event that the Company requests permission to assign this Lease in whole or in part, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other reasonable and pertinent information requested by the Port Director: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, the type of business to be conducted on the Leased Premises by the assignee, and reasonable financial history and financial information of the Assignee if the purpose of the Leased premises is to be different than the proposed usage in Section 2.01.

Section 17.02 LEASED PREMISES SUBLEASE

The Company shall not sublet the Leased Premises or any part thereof, regardless of the time period, without having first obtained the City's prior written consent, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is a precondition to City review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the Company requests permission to sublet the Leased Premises in whole or in part, except to a Company affiliated entity, the request shall be submitted to the Port Director not less than sixty (60) days prior to the proposed effective date of the sublease requested, and

shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Port Director: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be received by the Company by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and reasonable financial history and financial information of the sublessee.

For purposes of this Section 17.02 and Section 17.03 below, “sublease” and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Lessee’s business for the use permitted under Article 4 above.

Section 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE

The City’s consent for the assignment or sublease for which the City’s consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Port Director and the City Attorney, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City’s prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the Company.

The Company agrees and acknowledges that it shall remain fully and primarily liable for all obligations of lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

END OF ARTICLE

ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

Section 18.01 **LEASED PREMISES -- DAMAGE OR DESTRUCTION**

If at any time during the continuance of this Lease, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the Company, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the Company shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company. The Company shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence. In no event shall the abatement or diminution of rent extend beyond a period of one hundred eighty (180) days from the date of destruction or injury.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, the Company shall have the option, upon written notice given to the City within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In such event, the City shall be entitled to use any and all insurance proceeds for the purpose of removing the damaged structure from the property and brining the property into the same condition as existed at the commencement of the Lease. In the event the Company elects not to terminate this Lease in accordance with the foregoing options, the Company shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period, in which case the period of rent abatement or diminution shall be extended until full use and occupancy is restored to the Company. In no event, shall the prior of abatement or diminution of rent extend beyond a period of twelve (12) months from the date of destruction or injury, unless otherwise mutually agreed by the parties.

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use by the Company during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

Section 18.02 **TAKING BY EMINENT DOMAIN**

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Company shall be entitled to claim or have paid to the Company compensation, loss of business facilities or damages but nothing herein contained shall be construed to prevent the Company from asserting against the condemn or any separate claim for damages to the Company occurring by reason of said condemnation,

including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the Company substantially as used and occupied prior to such taking, the Company may terminate this Lease. The Leased Premises shall be deemed to be unfit for use by the Company if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Company just prior to such taking. If the Company elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner.

END OF ARTICLE

ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS

Section 19.01 COMPLIANCE WITH RULES AND REGULATIONS

The Port Director is charged with administering the provisions of this Lease, and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Port Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of any federal or State of Florida agency, which is binding in law on the Company, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Company of any right or privilege granted under this Lease.

The Company shall not, and the Company shall not suffer or permit any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to, violate or to cause another person to violate any of the Rules and Regulations.

Section 19.02 COMPLIANCE WITH LAW

The Company shall not use the Port 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.

At all times during the Lease Term, the Company shall, in connection with its activities and operations at the Port:

Comply with and conform to all applicable current and future statutes and ordinances, and regulations promulgated thereunder, of all federal and State of Florida agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the Company or the Company's operations and activities under this Lease. Without limiting the generality of the foregoing, the Company shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and 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 thereunder that may be applicable as a result of activities conducted by the Company.

Subject to the prior written approval of the Port Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the Company hereunder.

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD

HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all penalties, fines, and demands of any kind (including but not limited to costs of investigation, attorneys' fees, court costs, and expert fees) arising out of the Company's acts or omissions resulting in any alleged violation of any rule, regulation, statute, order, directive, or mandate of the United States, the State of Florida, Escambia County, or the City of Pensacola.

Section 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS

At all times during the Lease Term, the Company shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by Company on the Leased Premises in the ordinary course of business.

To the extent caused by or resulting from the acts of the Company, its agents, servants, employees, or contractors, Company agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which Company is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

Company shall perform Environmental Reporting required under this Section as described in Section 14.04.

Section 19.04 LICENSES AND PERMITS

The Company shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state, county, and municipal authorities in order to engage in the Company's business on the Leased Premises as permitted under Article 4 above, and consistent with Section 2.01.

END OF ARTICLE

ARTICLE 20. TAXES

Section 20.01 **PAYMENT OF TAXES**

The Company shall pay all taxes that may be levied upon, assessed, or charged the Company or its property located on the Port by the United States, the State of Florida or any of its political subdivisions, or Escambia County or the City, and shall obtain and pay for all licenses and permits required by law.

Section 20.02 **REAL PROPERTY TAXES**

The Company shall be responsible for all real and personal property taxes applicable to the Leased Premises during the Lease Term. If any such taxes paid by the Company shall cover any period of time prior to or after the expiration of the Lease Term, the Company's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the Company to the extent required. If the Company shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the Company shall repay such amount to the City with the Company's next Base Rent installment, together with interest at the highest rate allowed by law.

Section 20.03 **DEFINITION**

As used herein the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the Company in the Leased Premises or any portion thereof by the City, Escambia County or the State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax the nature of which was previously included within the definition of "real property tax".

Section 20.04 **CONTEST**

The Company may contest the legal validity or amount of any taxes, assessment, or charges for which the Company is responsible under this Lease, and may institute such proceedings as the Company considers necessary. If the Company protests any such tax, assessment or charge, the Company may withhold or defer payment or pay under protest but shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the Company's failure to pay the contested taxes, assessments or charges.

Section 20.05 **PERSONAL PROPERTY TAXES**

The Company shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Company contained in the Leased Premises. When possible, the Company shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Land and Leased Premises. If any of the Company's said personal property shall be assessed with the Land

or Leased Premises, the Company shall pay the taxes attributable to the Company within ten (10) days prior to the delinquency date for payment of such taxes.

END OF ARTICLE

DRAFT

ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Company shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Company's interest in this leasehold estate without the prior written consent of City.

Provided that City has given its prior written consent to such encumbrance and that Company's lender who has been granted a lien on or security interest in the Company's leasehold estate in the Leased Premises ("Lender") has provided City written thereof, including Lender's address for receipt of notices:

(a) Lender shall have the right:

1. To do any act or thing required of Company hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Company's rights hereunder as if done by the Company; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Company to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Company hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Company under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Lessee under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 17.01(a) within ten (10) days from delivery of said notice.

(c) Lender shall not be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Company hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu, or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

(d) No modification or voluntary surrender by the Company of this Lease shall be made without the consent of Lender if Lender has requested such authority to consent by written notice delivered to City.

(e) The City agrees to provide an estoppel certificate upon written request of Lender acknowledging that (to the extent true and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

(f) Notwithstanding the foregoing, the ultimate transferee of Lessee's leasehold estate under the Lease, in the event of foreclosure, deed-in-lieu or otherwise, is subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. As a minimum, such ultimate successor must be able to demonstrate sufficient financial ability to conduct the operations permitted under Article 4 above and have at least five (5) years' experience in the operation of a business of a similar size and offering similar services as that conducted by the Company under this Lease as permitted under Article 4 above.

END OF ARTICLE

DRAFT

ARTICLE 22. GENERAL PROVISIONS

Section 22.01 **ACKNOWLEDGMENT**

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

Section 22.02 **AUTHORITY OF THE PORT DIRECTOR**

The Port Director or his designee may exercise all rights and obligations of the City under this Lease, unless otherwise specifically provided in this Lease or required by law.

Section 22.03 **CAPACITY TO EXECUTE**

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

Section 22.04 **DELIVERY OF NOTICES**

Any notices permitted or required by this Lease shall be in writing and delivered personally or sent by registered or certified U. S. mail, postage prepaid, or by courier service, such as FedEx or UPS. Any such notice shall be deemed to have been delivered to and received by the addressee (i) upon personal delivery to the Company's address below between 9:00 a.m. and 5:00 p.m. on any business day (i.e., any day other than a Saturday, Sunday, or a federally-designated official holiday), (ii) the next business day after deposit with a courier service such as FedEx or UPS, or (iii) five (5) business days after deposit in the U. S. mail.

Notices to the City shall be addressed to:

City of Pensacola
Port of Pensacola
Attention: Port Director
PO Box 889
Pensacola, Florida 32591

AND

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

Notices to the Company shall be addressed to:

Siddiqi Investments, LLC
XXX
XXX, TN

Attention: Heetesh Patel, Owner

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

Section 22.05 EMPLOYEES OF THE COMPANY

The Company shall require all of its employees, subcontractors, and independent contractors hired by the Company and working in view of the public to wear clean and neat attire and to display appropriate identification.

Section 22.06 ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the Company, and all prior and contemporaneous agreements and understandings, written as well as oral, are hereby superseded. The Company agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease.

Section 22.07 FORCE MAJEURE

Neither the City nor the Company shall be deemed to be in violation of this Lease 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, weather conditions, tides, riots, rebellion, sabotage, pandemic, disease, any responsive measure or state of emergency declared by a governmental entity in relation to pandemic or disease or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the Company from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, Additional Rent, port rentals, fees, and charges, Taxes under Article 20, and insurance premiums. But the Company in a Force Majeure event shall be entitled to deferment of the base rents, fees, and charges, listed above for up to one hundred eighty (180) days after the cessation of the Force Majeure event or until performance under this Lease can be reestablished, whichever occurs first, on election to do so with written notice to the City and/or Port Director.

Section 22.08 RULES OF CONSTRUCTION

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the plural number and vice versa; captions and headings herein are for convenience but are to be read in unison with the language of the section to include its defined meaning or generally accepted meaning of the header and is otherwise also for reference and should constitute a material part of this Lease Agreement, but shall affect and read in toto to its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; all references in this Lease Agreement to particular “articles,” “sections,” or “paragraphs” are references to articles, sections or paragraphs within this Lease Agreement, unless specifically

indicated otherwise; and, days are measured in calendar days unless expressly listed in business days.

Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions of this Lease Agreement.

Section 22.09 GENERAL INTERPRETATION

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Port by the Company, such use or the doing of such act or thing by the Company is to be in connection with the manufacture of vessels, boats, or other watercraft. Each of the Parties, however, has entered into this Lease 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 Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Company) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Company because of any breach hereof.

Section 22.10 GOVERNING LAW

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

Section 22.11 INCORPORATION OF EXHIBITS

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

Section 22.12 INCORPORATION OF REQUIRED PROVISIONS

The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

Section 22.13 INVALID PROVISIONS

In the event that 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 that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Company in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

Section 22.14 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 Lease or because of any breach hereof or because of its or their execution or attempted execution.

Section 22.15 NONINTERFERENCE WITH PORT OPERATIONS

The Company, by executing this Lease, 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 other

operations at the Port or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Company's Leased Premises and cause the abatement of such interference or hazard at the expense of the Company, but the Company has a ten (10) day right to cure if the situation is a non-emergency.

Section 22.16 NOTICE OR CONSENT

Any notice or consent required herein to be obtained from or given by the City (or the Port Director) may be given by the Port Director unless otherwise provided. Consent of the Company when required herein shall not be unreasonably withheld, delayed, or conditioned.

Section 22.17 NONWAIVER

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the Company shall not be deemed a waiver of the event of the default cured by payments made by the Company to the City, and any right on the part of the City to terminate this Lease after the default is cured and payment is received by the City is waived by the City's acceptance of the money that may be the basis of the event of the default.

Section 22.18 OTHER LAND AND BUILDINGS EXCLUDED

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

Section 22.19 PATENTS AND TRADEMARKS

The Company represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The Company shall indemnify, defend and hold harmless the City, its elected officials, employees, volunteers, representatives and agents from and against any loss, liability, damage, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the Company's operations under or in connection with this Lease.

Section 22.20 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 the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The Company is a private Company and is not ordinarily subject to Public Records Laws, but 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 the Company.

Section 22.21 REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City 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 22.22 **SIGNS AND LOGOS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Architectural Review Board and final approval of Pensacola City Council. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the Downtown Historic and Waterfront Development District Regulations in compliance with all applicable laws and ordinances, said approval not to be unreasonably denied or delayed.

Section 22.23 **SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the Company.

Section 22.24 **NO PARTNERSHIP**

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

Section 22.25 **THIRD PARTIES**

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

Section 22.26 **TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

Section 22.27 **MEMORANDUM OF LEASE**

Concurrently with the execution of this Lease, the Parties shall execute a short-form memorandum of this Lease satisfactory to the City Attorney, in form suitable for recording, and in substance sufficient to provide constructive notice to third parties of the material terms and provisions of this Lease. The Company shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

Section 22.28 **REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY**

City hereby represents and warrants to the Company that as of the Effective Date:

- a. The City is the fee simple owner and record title holder of the Leased Premises.
- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Company.

The Company hereby represents and warrants to the City that as of the Effective Date:

- a. The Company has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the Company in accordance with its terms.

END OF ARTICLE

DRAFT

IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

CITY:

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

Attest:

Ericka Burnett, City Clerk

Signed by Mayor in the presence of:

Print Name: _____

Print Name: _____

Approved as to form

Susan A. Woolf, City Attorney

Approved as to content:

Amy S. Miller, Port Director

COMPANY:

SIDDIQI INVESTMENTS, LLC
a Florida limited liability company

By: _____
Heetesh Patel

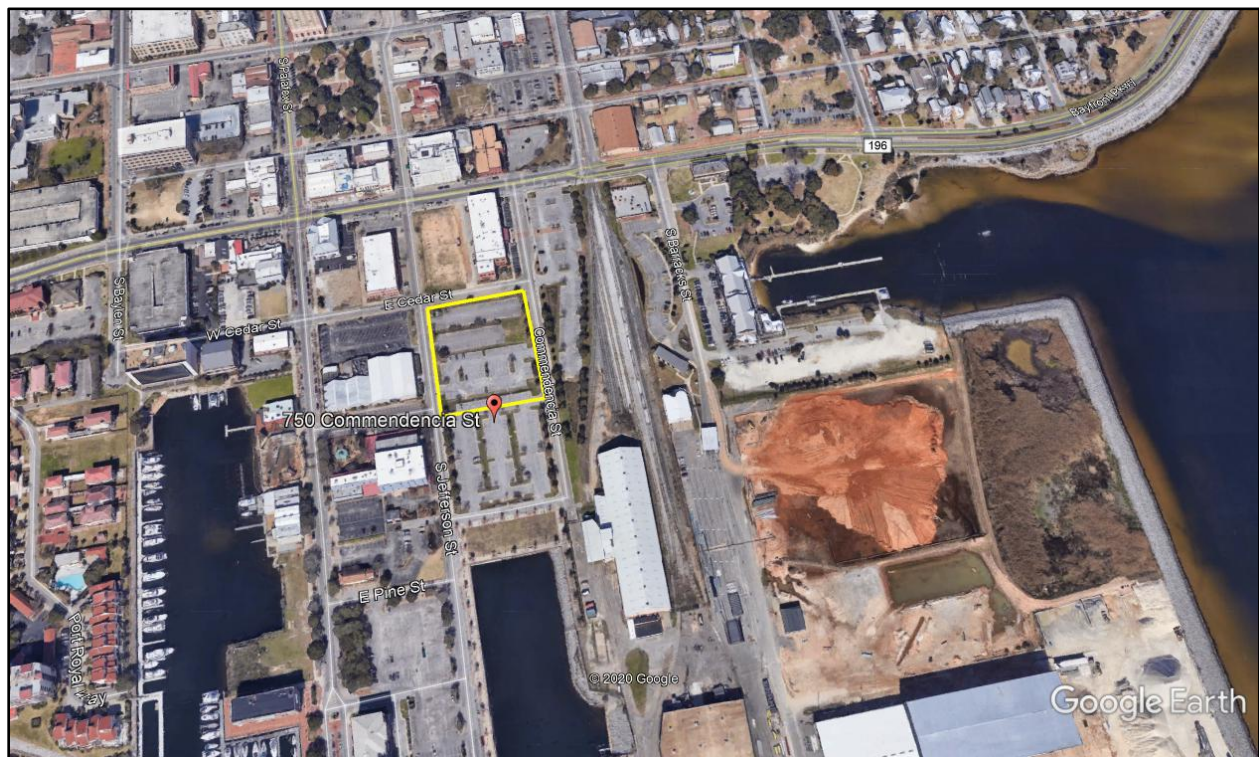
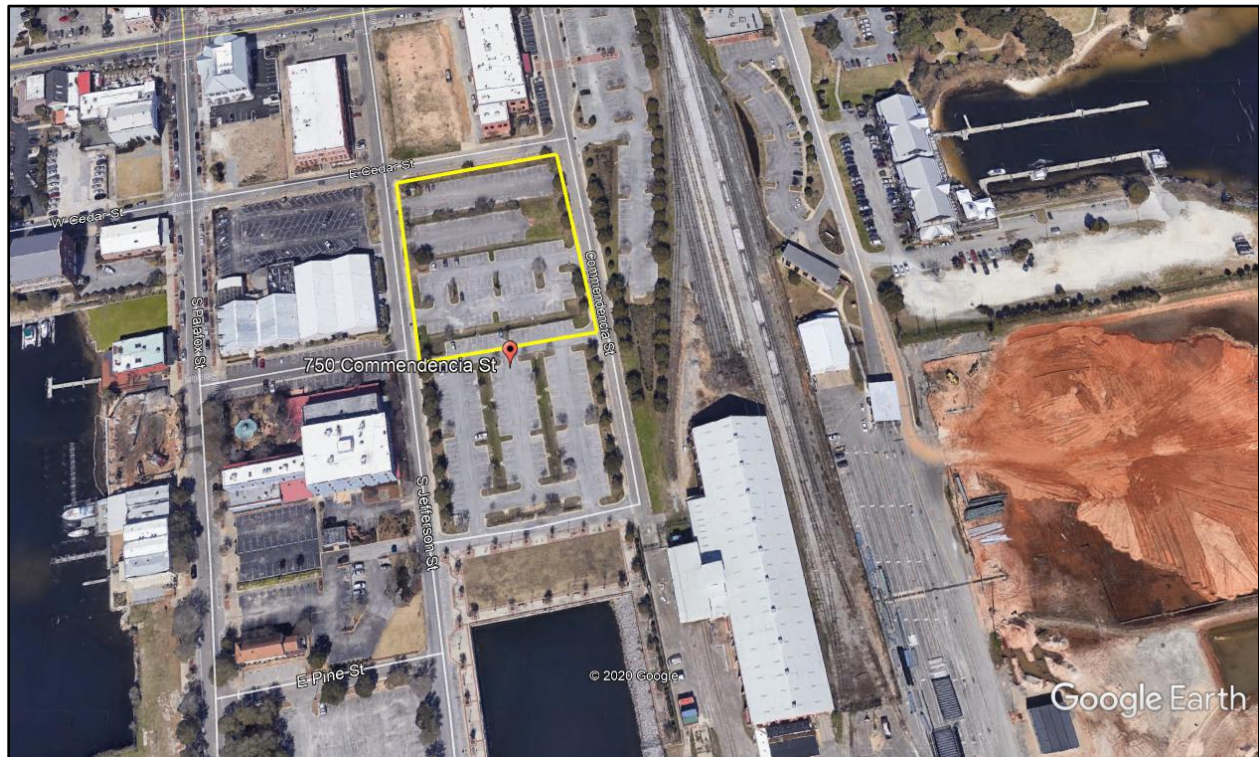
Date: _____

Signed by Company in the presence
of:

Print Name: _____

Print Name: _____

EXHIBIT A - LEASED PREMISES AERIALY DEPICTED





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00728

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

LEASE OF AMTRAK BUILDING & PARKING LOT TO MONUMENT TO WOMEN VETERANS INC.

RECOMMENDATION:

That City Council authorize the Mayor to enter lease negotiations with Monument to Women Veterans, Inc. for the lease of the Amtrak building and parking lot and that City Council authorize the method of disposition as "direct negotiation." Further, that once negotiated, City Council authorize the Mayor to take all actions necessary to execute and administer the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been approached by Monument to Women Veterans Inc., with a desire to lease the Amtrak building and parking lot for the purpose of establishing a museum and monument to Women Veterans.

Ms. Michelle Caldwell has presented information and ideas to the City Council on two (2) occasions. As a result of these presentations and discussions, Ms. Caldwell was requested to supply certain financial information to City Council and a DRAFT Lease was completed.

Please Note: THIS LEASE HAS YET TO BE NEGOTIATED WITH MONUMENT TO WOMEN VETERANS INC. OR THEIR LEGAL REPRESENTATIVE(S).

This item seeks to authorize the Mayor to negotiate a Lease Agreement and execute said agreement.

PRIOR ACTION:

October 5, 2020 - Presentation and discussion with Ms. Michelle Caldwell

September 13, 2018 - Initial Presentation given by Ms. Michelle Caldwell

FUNDING:

N/A

FINANCIAL IMPACT:

None at this time.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Women's Veterans Lease DRAFT w/updates
- 2) Sunbiz Info 11-2020

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of the _____ day of _____ 2020, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the “City” or “Lessor”) and Monument to Women Veterans, Inc., (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 1297 Ceylon Drive, Gulf Breeze, FL 32563.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the following Lease provisions shall be implemented:

1. STATEMENT OF PURPOSE

Lessor owns certain real property known as the Amtrak Train Station and parking lot, as more particularly described in Attachment A, attached hereto, City of Pensacola, Escambia County, Florida (the “Property”). Lessee intends to use the Property as a monument to women veterans, with a multipurpose museum, gift shop, conference center and cultural and educational center in furtherance of such purpose.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of twenty (20) years commencing on the date and year first above written.

4. RENEWAL

Upon mutual, written consent of the City and the Lessee, this lease may be extended for an additional ten (10) years beyond its initial term.

5. TERMINATION

As reflected in Paragraph 6 (A), below, Lessee is being provided a period of Eighteen (18) months in which to engage in fundraising and construction planning activities in order to be in a position to renovate and improve the property in a manner suitable for its intended use. At the conclusion of the Eighteen (18) month period of time from the date of inception of this Lease, if the Lessee has failed to provide sufficient documentation to the Lessor of its financial, liquid assets in the amount of Eight Hundred Thousand Dollars (\$800,000.00) and a current, viable construction plan and timeline for Improvements to the Property, the Lessor may terminate this Lease in its entirety by giving Lessee written notice thereof. Lessor may make this determination in its sole discretion.

6. LEASE PAYMENTS

A. Initial Lease Payments

The Lessor agrees to lease the subject property to Lessee at a monthly rate of \$1.00 for a period of Eighteen (18) months from commencement in order to provide Lessee with a reasonable period of time to obtain and secure the funding that will be required for renovation and improvement of the property in order effectively use it for its intended purposes.

B. Subsequent Lease Payments

Following the 18-month period of lease payments described in subsection A, above, the Lessor will establish the market rate lease amount for the property, and Lessee shall pay the market rate of lease payments with credit for all documented funds which Lessee expends on improvements to the property. It is contemplated that the Lessee will have in hand substantial funds on an ongoing basis for construction and improvements of the property, and that the expenditure of such funds for that purpose will fully satisfy the Lessee's obligation to pay market rate lease payments.

C. Triple Net Lease

The parties agree that this is a triple net lease and that the Lessee is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes and utilities.

D. Prior Approval

All expenditures for improvements and maintenance repairs and construction in the amount of \$5,000.00 or more shall receive prior approval from the Mayor or his designee.

All improvements shall be completed to the satisfaction of the Lessor.

7. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes described herein, and any other uses must be approved by the Mayor.

8. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

9. CONSTRUCTION OF IMPROVEMENTS AND CONSTRUCTION PLANS

Lessee shall submit design plans and specifications for the Improvements on the Property to the Mayor or Mayor's designee for all improvements that will exceed the amount of \$5,000.00.

Once the lessee has received approval from the Mayor or his designee, the lessor may commence with the improvement.

Lessee shall be fully responsible for the cost and development of the Improvements to the Property at Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

10. TITLE TO IMPROVEMENTS

Title to Improvements that shall be placed upon the Property by Lessee shall vest in Lessor upon the completion of the Improvements, and Lessee acknowledges that it shall have no right to remove such fixed or permanent Improvements from the Property.

11. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be covenants running with the land, and shall be binding on Lessor, Lessee, sublessees and the successors of the parties, and all other successors in interest to the Property, or any part thereof:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.
- C. That in the event that the property, or any portion thereof, is required for use by Amtrak or related railroad purposes, the Lessee will abate and terminate its use of the property to the extent necessary to accommodate the requirements of Amtrak or any other railroad entity.

13. NO MORTGAGES OR ENCUMBRANCES

- A. Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.
- B. Lessee shall remove any liens or encumbrances placed against the Property on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease.

14. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its successors and assigns, its agents, contractors, employees, servants, invitees, sublessees, licensees or concessionaires. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

16. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment "B" during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment "B" during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth

the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.

- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

19. WASTE

Lessee shall maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property.

20. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

21. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o Mayor
City Hall
222 West Main Street
Pensacola, Florida 32502

Lessee: Monument to Women Veterans
c/o Michelle Caldwell
1297 Ceylon Drive
Gulf Breeze, Florida 32563

22. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

23. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

24. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

25. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

26. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

27. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

28. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

29. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

30. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

31. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

32. SUBLETTING

Lessee may sublet portions of the Property upon obtaining prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

LESSOR NAME

By: _____
Grover C. Robinson, IV, Mayor

By: _____
Michelle Caldwell, President

Attest:

Attest:

Ericka L. Burnett, City Clerk

Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Grover C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who is personally known to me.

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Michelle Caldwell, the President of Monument to Women Veterans, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced _____ as identification.

GIVEN under my hand and official seal this _____ day of _____, 2020.

GIVEN under my hand and official seal this _____ day _____ of _____, 2020.

NOTARY PUBLIC

NOTARY PUBLIC

Name

Name

[Type or print Name]
My Commission Expires:

[Type or print Name]
My Commission Expires:

EXHIBIT A

Parcel Description of Real Property for Lease – 980 E. Heinberg Street

A parcel of land in Escambia County, Florida being more particularly described as follows:

The East 30.24 feet of Lot 8, all of Lots 9 and 10, Block 49, and the West 69.76 feet of the vacated 15th Avenue lying between the Southerly right-of-way line of Wright Street (100' R/W) and the Northerly right-of-way line of Heinberg Street (50' R/W), New City Tract, according to the Map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906.

Specifics of Property Leased for Use by Lessee

Leased property includes the main building and its parking lot. Leased property does not include the train platforms, railroad tracks, nor any external components attached to or above the platforms and railroad tracks.

EXHIBIT B

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of the lease, Lessee shall procure and maintain insurance of the types and limits specified.

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

COVERAGE

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

Worker's Compensation

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

Commercial General and Umbrella Liability Coverages

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this lease. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

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

Fire Legal Liability Insurance coverage shall not be less than \$850,000 per occurrence. The City of Pensacola will be listed as a loss payee.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured.** If required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City in writing, to resume operations.

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

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

Governing Law and Venue

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Not For Profit Corporation

MONUMENT TO WOMEN VETERANS INC

Filing Information

Document Number N11000006915

FEI/EIN Number 45-3411596

Date Filed 07/20/2011

State FL

Status ACTIVE

Principal Address

1297 Ceylon Dr
Gulf Breeze, FL 32563

Changed: 04/29/2018

Mailing Address

1297 Ceylon Dr
Gulf Breeze, FL 32563

Changed: 04/29/2018

Registered Agent Name & Address

Caldwell, Michelle D
1297 Ceylon Dr
Gulf Breeze, FL 32563

Name Changed: 03/05/2015

Address Changed: 04/29/2018

Officer/Director Detail

Name & Address

Title C

CALDWELL, MICHELLE
314 Andrew Jackson Trail
Gulf Breeze, FL 32561

Title D

PORTER, KRYSTAL
7211 ANTOINETTE CIR
NAVARRE, FL 32566

Title D

STEWART, TINA
2920 NORTHWOOD AVE
TOLEDO, OH 43606

Title SA

Iburg, Booth i
24 Park lane
GULF BREEZE, FL 32563

Title Treasurer

Aloy, Karen
314 Andrew Jackson Trail
Gulf Breeze, FL 32561

Annual Reports

Report Year	Filed Date
2018	04/29/2018
2019	06/20/2019
2020	02/26/2020

Document Images

02/26/2020 -- ANNUAL REPORT	View image in PDF format
06/20/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
03/05/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
08/20/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- ANNUAL REPORT	View image in PDF format
07/20/2011 -- Domestic Non-Profit	View image in PDF format



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00727

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

RELEASING ALLOCATED FUNDING TO THE HUMAN RELATIONS COMMISSION

RECOMMENDATION:

That City Council authorize the release of allocated funds to the Human Relations Commission in the amount of \$78,500.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pursuant to the authority granted in § 163.01, Florida Statutes, Escambia County, Florida, and the City of Pensacola previously entered into an Interlocal Agreement creating the Escambia-Pensacola Human Relations Commission to serve both the incorporated and unincorporated area of Escambia County, including the City of Pensacola. The last Interlocal Agreement approved was in 2005.

In March of 2019, the interlocal with the HRC was terminated and in May of 2019 it was reestablished. At that time the City agreed to fund the HRC in the amount of \$79,000 and to allow an additional \$10,000 as a carry over for a total of \$89,000. The Finance Director has located an amount of \$19,500 from 2018/2019 to be carried forward as well. This would bring the total allocation for FY 20 to \$108,500. The City provided the HRC \$30,000 in January of 2020 leaving \$78,500 remaining.

The HRC Board is requesting the City provide funding in the amount of \$78,500 that has already been allocated to the HRC.

Due to COVID-19 the HRC did not get fully operational until August of 2020. No requests for funds were made between January and now as they were not fully operational. They are now fully operational, with a dedicated office space as well as the hiring of additional staff. There is now a need for funding to operational purposes.

PRIOR ACTION:

1974 - Escambia - Pensacola Human Relations Commission Established

September 15, 2005 --- The current Interlocal Agreement between the City of Pensacola and Escambia County regarding the Human Relations Commission was signed.

March 7, 2019 - The Escambia County Board of County Commissioners passed an Ordinance at a public hearing reestablishing the HRC.

March 28, 2019 - The City Council approved the termination of the current Interlocal Agreement.

May 30, 2019 - City Council approved entering into an Interlocal Agreement reestablishing the Human Relations Commission.

March 5, 2020 - The Escambia County Board of County Commissioners approved an amendment to the Human Relations Commission Interlocal Agreement allowing for a name change.

March 17, 2020 - Interlocal Agreement was signed and executed by the Mayor.

FUNDING:

Budget:	\$ 79,000
	\$ 10,000 - Carry over
	<u>\$ 19,500</u> - 2018/2019 carry over
	\$108,500
	- <u>\$ 30,000</u> (January 2020 Disbursement)
	\$ 78,500
Actual:	\$ 78,500

FINANCIAL IMPACT:

\$78,000 allocated funds from the FY 20 budget.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



Memorandum

File #: 20-00730

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Jared Moore

SUBJECT:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE M. WESTON AUDUBON SOCIETY AND THE CITY OF PENSACOLA, PERTAINING TO TREE AND VEGETATIVE PLANTINGS AND MAINTENANCE AT BRUCE BEACH.

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding with the M. Weston Audubon Society and the City of Pensacola for Tree and Vegetative Plantings and Maintenance at Bruce Beach.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On February 10, 2020, the CRA approved the appropriation of bond proceeds to fund four catalytic capital improvement projects in the Urban Core Community Redevelopment Area from revenue generated by the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019. Each of the four redevelopment projects was identified in the 2010 Urban Core Community Redevelopment Plan.

Designs for two of the projects, the Bruce Beach waterfront park and the "Hashtag" streetscape project, were elements of the proposed continuous waterfront trail system conceptualized by SCAPE Landscape Architecture in 2019. Each of these projects will have a transformative impact on the City and further implement the Community Redevelopment Plan for the revitalization of the City.

On October 5, 2020, the CRA approved a contract with SCAPE to provide consistency review services on the Bruce Beach and Hashtag projects. This review is intended to help preserve as much of the original Bruce Beach and Hashtag conceptual design features as possible while the projects progress through the design development and construction stages.

The M. Weston Audubon Society, a local volunteer group, has obtained a grant to provide trees and other vegetative plantings at Bruce Beach. Additionally, they have offered to provide maintenance for these plantings. The attached Memorandum of Understanding (MOU) between the Audubon Society, the City of Pensacola and the CRA is being submitted for approval for the proposed planting and maintenance activities. A key provision of the MOU agreement requires that all plantings be

reviewed and approved by SCAPE for consistency with the overall project vision.

PRIOR ACTION:

July 15, 2019 - The CRA adopted Resolution No. 2019-04 CRA and Supplemental Budget Resolution No. 2019-05 CRA authorizing an interlocal agreement and appropriating funding in connection with the respectively.

July 18, 2019 - City Council adopted Resolution No. 2019-31 and Supplemental Budget Resolution No. 2019-32 authorizing an interlocal agreement and appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019, respectively

August 5, 2019 - The CRA approved the scheduling of a workshop to discuss the use of the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

December 9, 2019 - The CRA adopted Supplemental Budget Resolution No. 2019-10 CRA carrying forward available balances from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

December 12, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-70, carrying forward available balances from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

February 3, 2020 - The CRA held a workshop to review recommended projects for funding through the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019.

February 10, 2020 - CRA approved Bruce Beach as one of the projects funded from the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive
Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) MOU with Audubon Society

PRESENTATION: No

**MEMORANDUM OF UNDERSTANDING
BETWEEN FRANCIS M. WESTON AUDUBON SOCIETY, INC.,
THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA
FLORIDA, AND THE CITY OF PENSACOLA, FLORIDA
FOR TREE AND VEGETATION PLANTINGS AND MAINTENANCE
AT BRUCE BEACH**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Francis M. Weston Audubon Society, Inc. a Florida Not For Profit Corporation (hereinafter referred to as “FMWAS”), the Community Redevelopment Agency, of the City of Pensacola, a political subdivision of the State of Florida (hereinafter referred to as “CRA”), 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”), for the purpose of installing and maintaining native trees and vegetation at the City-owned property known as Bruce Beach.

1. PURPOSE

The purpose of this MOU is to specify the locations, terms and methods by which the Francis M. Weston Audubon Society may, at its sole cost, plant and maintain certain approved native trees and vegetation at specified locations of the City’s Bruce Beach property as a component of the CRA funded Bruce Beach Redevelopment project. The parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated effort to permit FMWAS plantings and planting area maintenance responsibilities.

2. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- A. “Approved native trees and vegetation” means those trees and plant species listed in Appendix A- Approved Plantings, as modified by the recommendations of SCAPE Landscape Architecture DPC (SCAPE) dated October 26, 2020.
- B. “Specified locations” means the typical Northwest Florida Gulf Coastal Lowlands area of the City-owned property known as Bruce Beach bordered by Washer Woman Creek on the east, the Bruce Beach parking lot and trail on the west, and the intersection of Vince Whibbs Drive on the south as shown in Appendix B.
- C. “Bruce Beach Redevelopment Project” means the improvements identified in the Waterfront Framework and Catalytic Projects Plan developed by SCAPE and finalized by HDR, Inc. on behalf of the CRA and City.

3. STATEMENT OF WORK

- A.** FMWAS shall be responsible for planting and maintaining various approved native trees and vegetation, as listed in Appendix A- Approved Plantings, in the locations identified in Appendix B- Approved Locations;
- B.** FMWAS shall purchase and install certified native trees and plants in accordance with the Appendix A at its own expense.
- C.** FMWAS shall be responsible to maintain said plantings for the duration of this MOU, including any renewals thereof, for the planting areas except city-owned ground adjacent to FMWAS plantings (outside approved locations). Maintenance shall include: propagation, cultivation to ensure health and survivability, application water with City assistance and support (described below), applied integrated pest management (IPM) practices to create a largely pesticide-free area in and around the plantings, site-scouting to identify and map all non-native/ invasive trees and plants for removal in the Appendix B Bruce Beach approved planting sites and removal of infringing non-native/ invasive plants or request, where required, City mechanical equipment support. FMWAS will not use toxic chemical herbicides (such as glyphosate) in order to create a largely herbicide-free area in and around the plantings.
- D.** FMWAS shall provide, install and maintain temporary fencing around FMWAS plantings of native trees and plants to provide demarcation of areas of maintenance responsibility until the plantings are clearly established.
- E.** FMWAS shall provide on-site representative presence for de-confliction of City of Pensacola scheduled mowing.
- F.** FMWAS shall re-plant nearly all trees that naturally fail to thrive and after the foot-bridge is installed conduct a continued Live Oak/Sand Oak/Myrtle Oak copse planting on the south-side of the bridge.
- G.** City agrees to allow FMWAS free and mutually scheduled access to and use of fixed and portable City-owned irrigation resources including wells and water bowsers under the conditions set forth in this MOU.
- H.** FMWAS shall comply with all applicable federal, state, and local laws, ordinances, rules, policies and regulations pertaining to the activities undertaken pursuant to this MOU at its sole expense, and shall be responsible for all costs associated with the activities related thereto; further, FMWAS shall indemnify, defend, and hold harmless the City, including its elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, arising out of or resulting from the activities carried out pursuant to this MOU.

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

4. AGREEMENT TERM

This MOU shall commence on the date of the last signature by the Parties and shall remain in effect for ten (10) years from this date, unless sooner terminated or cancelled in accordance with Article 6, Termination. Once executed, this MOU supersedes all previous agreements between the Parties regarding the same subject matter. This MOU may be renewed for up to two (2) ten-year terms upon mutual agreement of the Parties.

5. TERMINATION

This MOU may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination for convenience shall be effective seven (7) days following the date of the receipt of such notice.

6. NOTICES

All notices required or made pursuant to this MOU 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 FRANCIS M. WESTON AUDUBON SOCIETY, INC.:

Michael R. Brower, President
Francis M. Weston Audubon Society, Inc.
Post Office Box 17484
Pensacola FL 32522

TO THE CRA:

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

TO THE CITY:

City of Pensacola
Attention: City Administrator
222 W. Main Street
Pensacola, Florida 32502

Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the Francis M. Weston Audubon Society through its Board, signing by and through its duly authorized [President], and the Community Redevelopment Agency of the City of Pensacola, signing by and through its Chairperson, and the City of Pensacola, signing by and through its Mayor.

**FRANCIS M. WESTON AUDUBON
SOCIETY, INC.,
A FLORIDA NOT FOR PROFIT
CORPORATION**

[Seal]

By: _____
Michael R. Brower, President

Date _____

**THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PENSACOLA
A POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA**

By: _____
Jared Moore, Chairperson

Date: _____

Attest:

Ericka Burnett, City Clerk

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to form and execution

By: _____
City Attorney

Date: _____

Appendix A-Approved Plant List Proposed for Planting in Phase 1

Keystone trees are botanically recognized species which positively and disproportionately effect an ecosystem's support of a bird, wildlife and insect food-web. Used to be, experts thought, "just plant natives trees and plants" and the Gulf Coastal Lowlands insects and seeds for birds' food-web was ensured. However, peer-reviewed research reports that a keystone tree-less habitat, even when packed with native trees and plants, will support 75% fewer insects like caterpillars and without insects like caterpillars you'll see your birds and butterflies disappear (Tallamy 2019). In the absence of keystone species, a food web almost disappears. Native Trees and Plants for Native and Migratory Birds Live Oaks (*Quercus virginiana*), Sand Live Oaks (*Quercus germinata*), Myrtle Oaks (*Quercus myrtifolia*), Red Mulberry (*Morus rubra*), and Bald Cypress (*Taxodium distichum*) are all Gulf Coastal Lowlands keystone trees. The multi-tier understory of each grove replicates an ideal mix of trees and plants typically found in nature in keystone groves. The adapted understory significantly contribute to the food-web. Planting these trees in groves or clusters will allow the project to demonstrate a grove's hurricane and wind resistance when mature due to the interlaced root structures.

Grove 1 - Live Oak/Sand Oak/Myrtle Oak "Keystone" copse of at least 10 trees expanded by at least three additional Sand Live Oaks and tiered understory plants on the bayside after the pedestrian bridge is constructed. Grove 1 will have at least three Chickasaw Plums and three wax myrtles and more than 50 native shrubs, perennials and self-seeding annuals including, but not limited to rusty lyonia, inkberry, summer sweet, possum haw, saw palmetto, scrub mints, yaupon holly, high-bush and Darrow's Blueberry, winged sumac and passion vine.

Grove 2 - Native Red Mulberry Grove containing at least 12 trees and an understory consisting of 15 or more oak hydrangea shrubs, 10 or more American Beautyberry shrubs, 10 or more sweet shrubs and a meadow of native milkweed.

Grove 3 - Bald Cypress cluster of at least five trees, as well as, three or more each of, Dahoon Holly, Sweet Bay Magnolia, wax myrtle trees and at least ten swamp lilies, five scarlet hibiscus, two swamp milkweeds, and ample seeds for standing cypress and swamp sunflower and at least ten frog fruit plants to start ground cover.

Phase 1 of Native Trees and Plants for Native and Migratory Birds at Bruce Beach FMWAS volunteers shall plant on the western side of the Washerwoman Creek Basin at no-capital cost to the City of Pensacola:

2X3 Gallon Live Oaks (*Quercus virginiana*)

2X7 Gallon Live Oaks (*Quercus virginiana*)

3X7 Gallon Sand Live Oaks (*Querus geminata*)
3X3 Gallon Myrtle Oaks (*Querus myrtifolia*)
6X3 Gallon Female Red Mulberry (*Morus rubra*)
6X3 Gallon Red Mulberry (*Morus rubra*)
2X7 Gallon Bald Cypress (*Taxodium distichum*)
3X3 Gallon Bald Cypress (*Taxodium distichum*)
3X3 Gallon Chickasaw plums (*Prunus angustifolia*)
6X3 Gallon Wax Myrtle (*Morella cerifera*)
15X1Gallon Oak Leaf Hydrangea (*Hydrangea quercifolia*)
10X1 Gallon American Beautyberry (*Callicarpa americana*)
10X1 Gallon Sweet Shrub (*Calycanthus flordia*)
3X3 Gallon Yaupon Holly, (*Ilex vomitoria*)
1X3 Gallon Sweet Bay Magnolia (*Magnolia virginiana*)
3X1 Gallon Sweet Bay Magnolia (*Magnolia virginiana*)
5X1 Gallon Rusty Lyonia (*Lyonia ferruginea*)
5X1 Gallon Saw Palmetto (*Serenoa repens*)
10X1 Gallon False Rosemary Mint (*Conradina canescens*)
5X1 Gallon Highbush Blueberry (*Vaccinium corymbosum*)
5X3 Gallon Darrow Blueberry (*Vaccinium darrowii*)
4X1 Gallon Dahoon Holly (*Ilex cassine*)
3X1 Gallon Passion Vine (*Passiflora eduli*)
7X2.5 Gallon Spider Lily (*Hymenocallis latifolia*)
10X1 Gallon Frogfruit (*Phyla nodiflora*)
3X1 Gallon Winged Zumac (*Rhus copallinum*)

5X1 Gallon Inkberry Holly (*Ilex glabra*)

5X1 Gallon Summer Sweet (*Clethra alnifolia*)

5X2.5"x3.5" Pot Possum Haw (*Ilex decidua*)

5 X1 Gallon Scarlet Hibiscus (*Hibiscus coccineus*)

3X12'-16" Plug Black Willow (*Salix nigra*) (If natives can be sourced)

Seeds

Native Florida Milkweed (*Asclepias humistrata*) Bulk Seeds (Donated by Escambia County Master Gardeners)

Standing Cypress (*Ipomopsis rubra*) Bulk Seeds (To be planted Spring 20210

Swamp Sunflower (*Helianthus angustifolius*)-Bulk Seeds (To be planted Spring 20210

MEMO

Date: October 26, 2020
From: Lee Altman, Michael Spina, at SCAPE
To: Helen Gibson, David Forte, at Pensacola CRA
Re: Bruce Beach Planting – Recommendations for Audubon Society

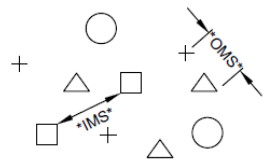
Dear Helen, David,

Below are SCAPE’s recommendations to the proposed planting at Bruce Beach:

- 1. As previously noted by HDR, new planting should avoid the area with the pedestrian bridge across the creek would be landing.
- 2. Consider planting more species at smaller size within budget to reduce transplant shock.
- 3. See attached plant list below for suggested plant spacing (apply to both new and existing vegetation).
- 4. Consider additional low-cost ways to increase habitat value; add snags, logs, brush piles, or other woody debris adjacent to planting areas where there is limited ground cover.
- 5. Apply shredded hardwood bark mulch to planting areas.
- 6. Use clean sand only as a soil amendment when needed for backfilling during planting, not topsoil.
- 7. Consider salt tolerance of proposed species (see suggestions below).

Existing Planting Plan Species Associated with Poor Salt Tolerance	
<i>Asclepias humistrata</i>	sandhill milkweed
<i>Callicarpa americana</i>	beautyberry
<i>Calycanthus florida</i>	sweet shrub
<i>Lyonia ferruginea</i>	rusty lyonia
<i>Morus rubra</i>	red mulberry
<i>Phyla nodiflora</i>	frogfruit
<i>Quercus myrtifolia</i>	myrtle oak
<i>Vaccinium darrowii</i>	darro blueberry

Optional Salt Tolerant Substitutes	
<i>Aronia arbutifolia</i>	red chokeberry
<i>Asclepias tuberosa</i>	butterflyweed
<i>Celtis laevigata</i>	sugarberry
<i>Diospyros virginiana</i>	persimmon
<i>Juniperus virginiana</i>	red cedar
<i>Liatris squarrosa</i>	scaly blazing star
<i>Pinus palustris</i>	longleaf pine
<i>Sambucus nigra ssp. Canadensis</i>	american elder
<i>Solidago sempervirens</i>	seaside goldenrod



OMS- AN OVERALL MINIMUM SPACING DISTANCE *OMS* IS ASSIGNED TO THE PLANTING CONFIGURATION
IMS- AN INDIVIDUAL MINIMUM SPACING DISTANCES *IMS* IS ASSIGNED TO EACH INDIVIDUAL SPECIES

PLANT SPACING - RANDOM
PLAN VIEW

NOTE: EACH SYMBOL INDICATES A DIFFERENT SPECIES
NOT TO SCALE

Best,

Lee Altman, AIA
Senior Associate
SCAPE Landscape Architecture

ATTACHMENT: Plant list with recommended spacing

GROVE 1 - OAKS - RECOMMENDED SPACING

Scientific Name	Common Name	Size	Type	QTY	Individual Min. Spacing (ft)(triangular)	Overall Min. Spacing (OMS)
Perennials						
<i>Hymenocallis latifolia</i>	spider lily	2.5'	GAL	7	1.5'	1.5'
Shrubs						
<i>Clethra alnifolia</i>	summer sweet	1'	GAL	5	3-5'	3'
<i>Conradina canescens</i>	false rosemary mint	1'	GAL	10	1.5'	3'
<i>Ilex decidua</i>	pot possum haw	3.25"	CONT	5	10-15'	3'
<i>Ilex glabra</i>	inkberry	1'	GAL	5	3-5'	3'
<i>Ilex vomitoria</i>	yaupon holly	3'	GAL	5	3-5'	3'
<i>Lyonia ferruginea</i>	rusty lyonia	1'	GAL	5	3-5'	3'
<i>Morella cerifera</i>	wax myrtle	3'	GAL	6	5-10'	3'
<i>Passiflora edulis</i>	passion vine	1'	GAL	3	3-5'	3'
<i>Prunus angustifolia</i>	chickasaw plum	3'	GAL	3	10-15'	3'
<i>Quercus geminata</i>	sand live oak	7'	GAL	3	15-25'	3'
<i>Quercus myrtifolia</i>	myrtle oak	3'	GAL	3	5-10'	3'
<i>Rhus copallinum</i>	winged sumac	1'	GAL	3	5-10'	3'
<i>Serenoa repens</i>	saw palmetto	1'	GAL	5	3-5'	3'
<i>Vaccinium corymbosum</i>	highbush blueberry	1'	GAL	5	3-5'	3'
<i>Vaccinium darrowii</i>	darro blueberry	3'	GAL	5	3-5'	3'
Trees						
<i>Quercus virginiana</i>	live oak	3'	GAL	2	20-30'	15'
<i>Quercus virginiana</i>	live oak	7'	GAL	2	20-30'	15'
<i>Salix nigra</i>	black willow	12-16"	PLUG	3	15-20'	15'

GROVE 2 - Mulberry - RECOMMENDED SPACING

Scientific Name	Common Name	Size	Type	QTY	Individual Min. Spacing (ft)(triangular)	Overall Min. Spacing (OMS)
Perennials						
<i>Asclepias humistrata</i>	sandhill milkweed	LBS P.L.S.	SEED	N/A	N/A	N/A
Shrubs						
<i>Callicarpa americana</i>	beautyberry	1'	GAL	10	3-5'	3'
<i>Calycanthus florida</i>	sweet shrub	1'	GAL	10	3-5'	3'
<i>Hydrangea quercifolia</i>	oakleaf hydrangea	1'	GAL	15	5-10'	3'
Trees						
<i>Morus rubra</i>	female red mulberry	3'	GAL	6	15-20'	15'
<i>Morus rubra</i>	male red mulberry	3'	GAL	6	15-20'	15'

GROVE 3 - Bald Cypress - RECOMMENDED SPACING

Scientific Name	Common Name	Size	Type	QTY	Individual Min. Spacing (IMS)	Overall Min. Spacing (OMS)
Perennials						
<i>Helianthus angustifolius</i>	swamp sunflower	Lbs P.L.S.	SEED	N/A	N/A	N/A
<i>Ipomopsis rubra</i>	standing cypress	Lbs P.L.S.	SEED	N/A	N/A	N/A
<i>Phyla nodiflora</i>	frogfruit	1'	GAL	1	1.5'	1'
Shrubs						
<i>Hibiscus coccineus</i>	scarlet hibiscus	1'	GAL	5	3-5'	3'
<i>Ilex cassine</i>	dahoon holly	1'	GAL	1	5-10'	3'
Trees						
<i>Magnolia virginiana</i>	sweetbay magnolia	3'	GAL	3	10-15'	10'
<i>Magnolia virginiana</i>	sweetbay magnolia	1'	GAL	1	10-15'	10'
<i>Taxodium distichum</i>	bald cypress	7'	GAL	2	20-30'	10'
<i>Taxodium distichum</i>	bald cypress	3'	GAL	3	20-30'	10'



Attachment "A"

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

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00706

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

That City Council accept the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$21,583. Further, that City Council ratify the Mayor's action taken to accept the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department submitted a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase illuminated rifle sights, rifle mounted lights, and quad rails for officers. These accessories accompany and enhance existing equipment to increase safety in specific light situations.

The purchase of equipment \$20,944.00, plus \$629.00 for training totals \$21,583.00, leaving a difference of \$116.00 to be refunded to the federal government. Purchasing additional equipment would take the Pensacola Police Department over the approved award amount of \$21,699.

PRIOR ACTION:

None

FUNDING:

Budget: \$21,583.00

Actual: \$11,571.00 (78 red dot sights)
7,123.00 (76 rifle light kits)
1,761.00 (63 rifle quad rails)

499.00	(400-pack lithium batteries)
<u>629.00</u>	(3% NIBRS training)
<u>\$21,583.00</u>	

FINANCIAL IMPACT:

The grant award for FY21 Edward Byrne Memorial Justice Assistance (JAG) Program: Local is \$21,699.00, based upon the 2019 Florida Local JAG Allocations. Projects funded from this grant award do not require a local match. A total of \$20,954 will be used to purchase equipment, and, as required by grant guidelines, \$629 will be set aside for training for a total of \$21,583 and \$116 will be refunded to the federal government.

Adoption of a Supplemental Budget Resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Tommi Lyter, Chief of Police

ATTACHMENTS:

- 1) Grant Award 2020-DJ-BX-0551
- 2) Budget Summary
- 3) Application for Federal Assistance SF-424
- 4) CEO Certification 2020
- 5) Supplemental Budget Resolution
- 6) Supplemental Budget Explanation

PRESENTATION: No



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

Mr. Keith Wilkins
City of Pensacola
222 W. Main St.
Pensacola, FL 32502-5743

Dear Mr. Wilkins:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Pensacola for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$21,699. These funds are for the project entitled City of Pensacola FY20 JAG Project.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Pensacola accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda L. Hill, Program Manager at (202) 353-9196; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

Mr. Keith Wilkins
 City of Pensacola
 222 W. Main St.
 Pensacola, FL 32502-5743

Dear Mr. Wilkins:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
 Director

cc: Grant Manager
 Financial Analyst

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 30																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pensacola 222 W. Main St. Pensacola, FL 32502-5743		4. AWARD NUMBER: 2020-DJ-BX-0551																		
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021																		
		6. AWARD DATE 09/19/2020	7. ACTION Initial																	
2a. GRANTEE IRS/VENDOR NO. 596000402	8. SUPPLEMENT NUMBER 00																			
2b. GRANTEE DUNS NO. 073131559	9. PREVIOUS AWARD AMOUNT		\$ 0																	
3. PROJECT TITLE City of Pensacola FY20 JAG Project		10. AMOUNT OF THIS AWARD		\$ 21,699																
		11. TOTAL AWARD		\$ 21,699																
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158), see also 28 U.S.C. 530C(a)																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Keith Wilkins City Administrator																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 10/20/20																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>21699</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		21699	21. VDJGT3614		
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT													
X	B	DJ	80	00	00		21699													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 30

PROJECT NUMBER 2020-DJ-BX-0551

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

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Department of Justice (DOJ)
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SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



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44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

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SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

60. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

61. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of
Local Government

10-20-20

Date of Certification

Keith Wilkins

Printed Name of Chief Executive

City Administrator

Title of Chief Executive

City of Pensacola

Name of Applicant Unit of Local Government



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Pensacola

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

	Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
		Grant	
		PROJECT NUMBER	PAGE 1 OF 1
		2020-DJ-BX-0551	
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
1. STAFF CONTACT (Name & telephone number)		2. PROJECT DIRECTOR (Name, address & telephone number)	
Linda L. Hill (202) 353-9196		Cindy West Accreditation Compliance Coordinator P.O. Box 1750 Pensacola, FL 32598-1750 (850) 435-1932	
3a. TITLE OF THE PROGRAM		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
JAG Local: Eligible Allocation Amounts of Less than \$25,000			
4. TITLE OF PROJECT			
City of Pensacola FY20 JAG Project			
5. NAME & ADDRESS OF GRANTEE		6. NAME & ADDRESS OF SUBGRANTEE	
City of Pensacola 222 W. Main St. Pensacola, FL 32502-5743			
7. PROGRAM PERIOD		8. BUDGET PERIOD	
FROM: 10/01/2019 TO: 09/30/2021		FROM: 10/01/2019 TO: 09/30/2021	
9. AMOUNT OF AWARD		10. DATE OF AWARD	
\$ 21,699		09/19/2020	
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)			
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.			
This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information			

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Budget Summary – Federal Fiscal Year 2020 Edward Byrne Memorial Assistance

PENSACOLA POLICE DEPARTMENT

2020-DJ-BX-0551

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$20,954.00
(78 red dot sights	11,571.00
76 rifle light kits	7,123.00
63 rifle quad rails	1,761.
One 400-pack lithium batteries)	499.
	\$20,954.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Costs	\$20,954.00
I. Indirect Costs	\$0.00
J. 3% NIBRS Set-Aside	\$629.00
 TOTAL PROJECT COSTS	 \$21,583.00

Budget narrative: The Pensacola Police Department would utilize this grant to purchase illuminated mounted rifle sights, rifle mounted lights and quad rails for officers who do not already have this equipment on their rifles.

Three percent of the grant money (\$629) will be set aside in anticipation of costs associated with becoming NIBRS compliant. The NIBRS money will be put toward training.

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
- ☐ Continuation
- ☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify)****3. Date Received:**

08/19/2020

4. Applicant Identifier:**5a. Federal Entity Identifier:****5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:** City of Pensacola*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000406

*** c. Organizational DUNS:**

0731315590000

d. Address:*** Street1:** 222 W. Main St.**Street2:***** City:** Pensacola**County/Parish:***** State:**

FL: Florida

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 32502-5743**e. Organizational Unit:****Department Name:****Division Name:****f. Name and contact information of person to be contacted on matters involving this application:****Prefix:***** First Name:**

Cindy

Middle Name:*** Last Name:**

West

Suffix:**Title:** Accreditation Compliance Coordinator**Organizational Affiliation:***** Telephone Number:** 850-435-1932**Fax Number:***** Email:** Cewest@cityofpensacola.com

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:**Type of Applicant 3: Select Applicant Type:***** Other (specify):***** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:**CFDA Title:***** 12. Funding Opportunity Number:**

16.738

*** Title:**

Edward Byrne Memorial Assistance Grant Program

13. Competition Identification Number:**Title:****14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Rifle sights, rifle lights and quad rails for patrol rifles at Pensacola Police Department

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	21,583.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	21,583.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.



Signature of Chief Executive of the Applicant Unit of
Local Government

Keith Wilkins

Printed Name of Chief Executive

City of Pensacola

Name of Applicant Unit of Local Government

10-20-20

Date of Certification

City Administrator

Title of Chief Executive

**RESOLUTION
NO. 2020-57**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; 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	435,267
To:		
Reads	Federal Grants	456,850
As Reads	Operating Expenses	24,800
To:		
Reads	Operating Expenses	46,383

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 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FY 20 EDWARD BYRNE MEMORIAL JAG PROGRAM - RES NO. 2020-57

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	21,583	Increase estimated revenue for Federal Grants
Total Revenues	<u>21,583</u>	
Appropriations		
Operating Expenses	<u>21,583</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>21,583</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-57

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-57 - FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department submitted a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase illuminated rifle sights, rifle mounted lights, and quad rails for officers. These accessories accompany and enhance existing equipment to increase safety in specific light situations.

The purchase of equipment \$20,944.00, plus \$629.00 for training totals \$21,583.00, leaving a difference of \$116.00 to be refunded to the federal government. Purchasing additional equipment would take the Pensacola Police Department over the approved award amount of \$21,699.

PRIOR ACTION:

None

FUNDING:

Budget: \$21,583.00

Actual: \$11,571.00 (78 red dot sights)
7,123.00 (76 rifle light kits)

1,761.00	(63 rifle quad rails)
499.00	(400-pack lithium batteries)
<u>629.00</u>	(3% NIBRS training)
<u>\$21,583.00</u>	

FINANCIAL IMPACT:

The grant award for FY21 Edward Byrne Memorial Justice Assistance (JAG) Program: Local is \$21,699.00, based upon the 2019 Florida Local JAG Allocations. Projects funded from this grant award do not require a local match. A total of \$20,954 will be used to purchase equipment, and, as required by grant guidelines, \$629 will be set aside for training for a total of \$21,583 and \$116 will be refunded to the federal government.

Adoption of the Supplemental Budget Resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/28/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Tommi Lyter, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-57
- 2) Supplemental Budget Explanation No. 2020-57

PRESENTATION: No

**RESOLUTION
NO. 2020-57**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2021; 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	435,267
To:		
Reads	Federal Grants	456,850
As Reads	Operating Expenses	24,800
To:		
Reads	Operating Expenses	46,383

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 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FY 20 EDWARD BYRNE MEMORIAL JAG PROGRAM - RES NO. 2020-57**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	21,583	Increase estimated revenue for Federal Grants
Total Revenues	<u>21,583</u>	
Appropriations		
Operating Expenses	<u>21,583</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>21,583</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-53

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-53 - FINAL AMENDMENT TO THE FISCAL YEAR 2020 BUDGET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-53.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; 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 2020, City Council adopted Supplemental Budget Resolution No. 2019-39 amending the Fiscal Year 2020 Budget. 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 2020 that require Council action.

General Fund related budget adjustments include increases and decreases in estimated revenue from various sources, which results in a net increase in estimated revenue of \$147,079, despite the downturn anticipated from the COVID-19 pandemic.

The decrease in Other Grants and Aids within the Saenger Theatre is due to the lower than estimated revenues from the Saenger Facility Fee due to the COVID-19 pandemic. The transfer to the Stormwater Capital Projects Fund was decreased as a result of decreased revenues within the Stormwater Utility Fund. The transfers to the three Tax Increment Financing Districts have been adjusted based on the final valuation received from the Escambia County Property Appraiser.

Revenues within the Tree Planting Trust Fund, Park Purchases Fund, and the Housing Initiatives Fund have been adjusted in accordance with actual revenues received and will be offset with Fund

Balance. These "Funds" are all included in the General Fund. However, they are budgeted and reflected as separate funds from a budget standpoint to provide transparency for each of these accounts.

The transfer from the Local Option Gasoline Tax Fund to the LOGT Debt Service Fund has been decreased and is offset by a combination of increased Interest Income, a reduction in the amount transferred to the LOGT Debt Service Fund, and an increase in appropriated Fund Balance.

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 revenues have been adjusted based on actual revenues received and are offset with a reduction in Operating Expenses. The main reduction is the State Right of Way Maintenance. The City of Pensacola maintains various State Roads as part of an agreement with the State of Florida. One of the areas of maintenance is the General Daniel "Chappie" James Bridge (Three Mile Bridge). With the ongoing construction of the bridge, coupled with the damage caused by Hurricane Sally, the Bridge is no longer being maintained by the City, thus a reduction in revenue from the State.

Revenues within the Hospital Special Assessment Fund have been reduced based on actual revenues received and are offset with a reduction in Grants and Aids.

Net revenue of \$1,753,451 has been reduced within the Section 8 Housing Assistance Fund based on a reduction in Federal Funding and are offset with a decrease in Operating Expenses.

Net revenue of \$8,413 has been appropriated within the Law Enforcement Trust Fund based on receipts and will be placed into Fund Balance.

Revenue in the Natural Disaster Fund has been appropriated to address the Federal and State Funding resulting from the COVID-19 pandemic and Hurricane Sally. The additional amount appropriated in Operating Expenses will provide funding for the estimated expenses from these two events.

Revenues within the Golf Fund were greater than anticipated. The Golf Course was not required to shut down during the COVID-19 pandemic, thus increased play resulted as the ability to be socially distant was made possible at the Golf Course. The additional revenue will be placed into Fund Balance.

The revenues within the Inspection Services Fund have been more than anticipated and will be placed into Fund Balance.

The COVID-19 pandemic's impact had a drastic effect on the Recreation Fund, the Roger Scott Tennis Center Fund, and the Community Maritime Services Fund. Revenues in these three funds have decreased due to the cancellation of many activities and events. Additionally, to help businesses cope with the economic impacts of COVID-19, the City offered a commercial rent/lease deferral program to qualified lessees through June 30, 2020. Under the program, businesses were allowed to apply for deferrals on rent payments due in April, May, and June. Deferred payments are required to be paid in equal installments over a 12 month period or over the months remaining on the existing lease, whichever is the lesser period, commencing July 1, 2020, along with the rent/lease

payment, which is also due on those dates. The Gulf Coast Tennis Group applied for and received approval for the deferral. Due to accounting guidelines, only 60 days of revenue can be accrued. Therefore the remaining \$18,229 will be received during Fiscal Year 2021. At the end of Fiscal Year 2020 the City received a notice from the Emerald Coast Utilities Authority (ECUA) regarding the Community Maritime Park that, based on the average metered water consumption, the City would be assessed impact fees totaling \$140,104.51 for the 12 month period from April 10, 2019 through April 8 2020. Staff noticed an increase in the monthly bills beginning in May 2019 and began the task of identifying any leaks, however none was found. Upon discussing with staff at ECUA it was discovered that at the time the monthly bills increased was when a new meter was installed. Therefore, there is a possibility that the meter may have different settings than the prior one, meaning the City may not have to pay this fee. However, since it is unknown at this time what the outcome of the investigation will be, \$145,000 has been held in abeyance until a resolution is made. The reduction in revenues has been offset through a combination of decreased expenses and increases in appropriated Fund Balance.

Revenues from Interest Income were more than anticipated in the CRA Debt Service Fund. In total additional revenue in the amount of \$86,680 will be placed into Debt Service Reserves (Fund Balance). Additionally, Principal Reserve will be reduced by \$534,900 and will also be placed into Fund Balance.

Interest Income was less than anticipated in the LOGT Debt Service Fund. Additionally, due to the decline in LOGT revenue, a reduction of \$17,972 has been made from the Transfer in from the Local Option Gasoline Tax Fund. The decrease will be offset with a reduction in Interest Expense as well as drawing from Debt Service Reserves (Fund Balance).

Local Option Sales Tax is projected to generate revenue less than the current estimated revenue by \$698,991 due to the COVID-19 pandemic. This will be offset with an increase in Interest Income, Miscellaneous Revenue, and appropriated Fund Balance. The Local Option Sales Tax Plan is an eleven-year plan that will end on December 31, 2028. It is anticipated that once the COVID-19 pandemic has subsided, Sales Tax revenues should pick back up and, over the life of the LOST IV Series, should be at the estimated revenue amount.

Interest Income in the CRA Series 2017 and 2019 Project Funds has been recognized and has been offset with an increase in Capital Outlay.

Interest Income in the LOST Series 2017 Project Fund was greater than anticipated and has been offset with an increase in Reserves for Contingency.

Net estimated revenues within the Stormwater Capital Projects fund were increased for Interest Income and offset with a decrease in the Transfer In From the General Fund. Appropriations have been increased in Stormwater Vaults City-Wide to offset the increased revenue.

Within the Gas Utility Fund revenues have been adjusted based on actual amounts received and will be offset with a decrease in various line item accounts.

Revenues in both the Sanitation Fund and the Port Fund have been adjusted based on actual amounts received and will be placed into Fund Balance.

Revenues within the Airport Fund were less than anticipated due to the COVID-19 pandemic and have been adjusted based on actual revenues received. The net decrease will be offset with a decrease in various line item accounts.

In December 2019, the City of Pensacola experienced a ransomware attack that penetrated the City's network and illegally obtained some data located on the City's network. The City hired the firm Deloitte & Touche LLP as a cyber-consultant to analyze the breach and help determine if any personal data was obtained. In an effort to protect the City's active customers, vendors, and employees/retirees, the City contracted with LifeLock, a Symantec company, to make available at no cost to them for one year of its LifeLock Defender Choice. The costs associated with the consultant, the LifeLock memberships, and costs associated with advertising the incident resulted in the need to appropriate an additional \$308,000 in the Insurance Retention Fund.

Prior to the City changing from the Council/City Manager form of government to Council/Mayor form of government, the Civil Service employees had an Employees Executive Committee comprised of non-collective bargaining employees from the various departments who would be the voice to the City Manager in various matters. As part of that membership, the employees could contribute a one-time payment or a bi-weekly payment to the Employee's Executive Committee to be used for legal representation when various personnel-related issues arose. However, the Employee's Executive Committee disbanded after the change in the form of government, and the funds in that bank account have remained unspent. The remaining member of the Employee's Executive Committee agreed to donate the funds to the City of Pensacola to be used for employee morale recognition activities. Within the Insurance Retention Fund, \$60,107 has been recognized as revenue from that donation and is offset with an increase in operating expenses.

Within the Central Garage, a shift of balances remaining in Capital Outlay from the completed capital projects has been made to cover additional operating costs associated with the Central Garage.

Estimated revenues within the Special Assessments Fund have been decreased based on Fiscal Year 2020 actual revenues and are offset with a reduction in appropriations.

PRIOR ACTION:

September 18, 2019 - City Council formally adopted a beginning FY 2020 Budget on Budget Resolution No. 2019-50.

November 14, 2019 - City Council approved Supplemental Budget Resolution No. 2019-61, covering purchase orders payable.

December 12, 2019 - City Council approved Supplemental Budget Resolution No. 2019-70, covering unencumbered carryovers.

September 10, 2020 - City Council approved Supplemental Budget Resolution No. 2020-39, amending the FY 2020 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 2020.

CITY ATTORNEY REVIEW: Yes

10/30/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-53
- 2) Supplemental Budget Explanation No. 2020-53

PRESENTATION: No

**RESOLUTION
NO. 2020-53**

**A RESOLUTION
TO BE ENTITLED:**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; 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

To:	Swimming Pool Fees	68
As Reads:	Beverage License Rebate	110,000
Amended		
To Read:	Beverage License Rebate	120,551
As Reads:	Boat Launch Fees	20,000
Amended		
To Read:	Boat Launch Fees	4,613
As Reads:	Communication Services Tax	3,072,300
Amended		
To Read:	Communication Services Tax	3,185,926
As Reads:	Court Fines	12,500
Amended		
To Read:	Court Fines	12,977
As Reads:	Delinquent Ad Valorem Taxes	11,537
Amended		
To Read:	Delinquent Ad Valorem Taxes	56,368
As Reads:	ECDSB/SRO	192,430
Amended		
To Read:	ECDSB/SRO	244,562
As Reads:	Federal Payment In Lieu of Taxes	17,000
Amended		
To Read:	Federal Payment In Lieu of Taxes	9,198

As Reads:	Fire Permits	21,000
Amended		
To Read:	Fire Permits	21,300
As Reads:	Firefighter Supplemental Compensation	44,000
Amended		
To Read:	Firefighter Supplemental Compensation	45,298
As Reads:	Franchise Fees - ECUA	1,925,700
Amended		
To Read:	Franchise Fees - ECUA	1,871,688
As Reads:	Franchise Fees - Electricity	5,781,500
Amended		
To Read:	Franchise Fees - Electricity	5,743,223
As Reads:	Franchise Fees - Natural Gas	950,000
Amended		
To Read:	Franchise Fees - Natural Gas	902,542
As Reads:	Gas Rebate on Municipal Vehicles	12,000
Amended		
To Read:	Gas Rebate on Municipal Vehicles	26,690
As Reads:	Half-Cent Sales Tax	5,264,000
Amended		
To Read:	Half-Cent Sales Tax	4,917,735
As Reads:	Interest Income	320,000
Amended		
To Read:	Interest Income	406,520
As Reads:	Local Business Tax	927,215
Amended		
To Read:	Local Business Tax	939,504
As Reads:	Local Business Tax - Penalty	14,000
Amended		
To Read:	Local Business Tax - Penalty	19,548
As Reads:	Miscellaneous Charges for Services	45,000
Amended		
To Read:	Miscellaneous Charges for Services	26,157
As Reads:	Miscellaneous Fines	6,000
Amended		
To Read:	Miscellaneous Fines	3,436
As Reads:	Miscellaneous Revenue	400,000
Amended		
To Read:	Miscellaneous Revenue	582,916

As Reads:	Mobile Home License Rebate	11,000
Amended		
To Read:	Mobile Home License Rebate	11,802
As Reads:	Public Services Tax - ECUA	1,217,700
Amended		
To Read:	Public Services Tax - ECUA	1,288,891
As Reads:	Public Services Tax - Electricity	6,296,500
Amended		
To Read:	Public Services Tax - Electricity	6,478,923
As Reads:	Public Services Tax - Miscellaneous	30,000
Amended		
To Read:	Public Services Tax - Miscellaneous	31,711
As Reads:	Public Services Tax - Natural Gas	807,500
Amended		
To Read:	Public Services Tax - Natural Gas	780,785
As Reads:	Saenger Theatre - Facility Fee	75,000
Amended		
To Read:	Saenger Theatre - Facility Fee	61,402
As Reads:	Sale of Assets	68,911
Amended		
To Read:	Sale of Assets	89,569
As Reads:	Special Permits	50,000
Amended		
To Read:	Special Permits	63,368
As Reads:	State Revenue Sharing - Motor Fuel Tax	535,900
Amended		
To Read:	State Revenue Sharing - Motor Fuel Tax	532,970
As Reads:	State Revenue Sharing - Sales Tax	1,799,900
Amended		
To Read:	State Revenue Sharing - Sales Tax	1,821,496
As Reads:	State Reimbursable Agreements	342,512
Amended		
To Read:	State Reimbursable Agreements	211,306
As Reads:	State Traffic Signals	346,600
Amended		
To Read:	State Traffic Signals	359,051

As Reads: Amended	Taxi Permits	6,000
To Read:	Taxi Permits	3,401
As Reads: Amended	Traffic Fines	85,000
To Read:	Traffic Fines	84,989
As Reads: Amended	Zoning Review & Inspection Permits	39,525
To Read:	Zoning Review & Inspection Permits	44,825
1) Non-Departmental		
As Reads: Amended	Other Grants and Aids - Saenger Theatre Capital	396,114
To Read:	Other Grants and Aids - Saenger Theatre Capital	382,516
As Reads: Amended	Transfers - CRA TIF	2,540,500
To Read:	Transfers - CRA TIF	2,539,504
As Reads: Amended	Transfers - Eastside TIF	79,500
To Read:	Transfers - Eastside TIF	81,809
As Reads: Amended	Transfers - Westside TIF	250,400
To Read:	Transfers - Westside TIF	250,353
2) Transfers Out		
As Reads: Amended	Transfer to Stormwater Capital Projects Fund	2,735,000
To Read:	Transfer to Stormwater Capital Projects Fund	2,732,167
B. TREE PLANTING TRUST FUND		
To:	Interest Income	7,056
C. PARK PURCHASES FUND		
To:	Interest Income	1,555
D. HOUSING INITIATIVES FUND		
To:	Interest Income	7,136
As Reads: Amended	Sale of Assets	3,269
To Read:	Sale of Assets	0

E. LOCAL OPTION GASOLINE TAX FUND

	Fund Balance	38,394
As Reads:	Interest Income	15,000
Amended		
To Read:	Interest Income	27,364
As Reads:	Local Option Gasoline Tax	1,370,000
Amended		
To Read:	Local Option Gasoline Tax	1,301,270
As Reads:	Transfer Out to LOGT Debt Service Fund	1,522,000
Amended		
To Read:	Transfer Out to LOGT Debt Service Fund	1,504,028

F. COMMUNITY REDEVELOPMENT AGENCY FUND

As Reads:	Berth Harbor Revenue	1,000
Amended		
To Read:	Berth Harbor Revenue	656
As Reads:	Interest Income	50,000
Amended		
To Read:	Interest Income	134,426
As Reads:	Plaza DeLuna Concession	9,000
Amended		
To Read:	Plaza DeLuna Concession	5,664
As Reads:	PSA Reserved Parking	6,000
Amended		
To Read:	PSA Reserved Parking	5,940
As Reads:	Transfer In From Urban Core Redevelopment Trust Fund	3,714,900
Amended		
To Read:	Transfer In From Urban Core Redevelopment Trust Fund	3,627,908
As Reads:	Operating Expenses	5,561,631
Amended		
To Read:	Operating Expenses	5,555,325

G. URBAN CORE REDEVELOPMENT TRUST FUNDG

As Reads:	Current Ad Valorem Tax - County	3,918,600
Amended		
To Read:	Current Ad Valorem Tax - County	3,917,153
As Reads:	Current Ad Valorem Tax - DIB	380,600
Amended		
To Read:	Current Ad Valorem Tax - DIB	380,551

As Reads:	Transfer In - City	2,540,500
Amended		
To Read:	Transfer In - City	2,539,504
As Reads:	Transfer to CRA Debt Service Fund	3,124,800
Amended		
To Read:	Transfer to CRA Debt Service Fund	3,209,300
As Reads:	Transfer to CRA Fund	3,714,900
Amended		
To Read:	Transfer to CRA Fund	3,627,908

H. STORMWATER UTILITY FUND

To:	Miscellaneous Revenue	2,852
As Reads:	Delinquent Stormwater Utility Fees	5,000
Amended		
To Read:	Delinquent Stormwater Utility Fees	5,457
As Reads:	Interest Income	5,000
Amended		
To Read:	Interest Income	12,571
As Reads:	State Right of Way Maintenance	99,600
Amended		
To Read:	State Right of Way Maintenance	89,428
As Reads:	Stormwater Utility Fee	2,730,000
Amended		
To Read:	Stormwater Utility Fee	2,726,710
As Reads:	Operating Expenses	1,038,960
Amended		
To Read:	Operating Expenses	1,036,378

I. HOSPITAL SPECIAL ASSESSMENT FUND

As Reads:	Special Assessments	10,563,228
Amended		
To Read:	Special Assessments	9,423,927
As Reads:	Grants & Aids	10,563,228
Amended		
To Read:	Grants & Aids	9,423,927

J. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Federal Grants	19,991,261
Amended		
To Read:	Federal Grants	18,496,039

As Reads:	Interest Income	60,400
Amended		
To Read:	Interest Income	52,771
As Reads:	Miscellaneous Revenue	251,400
Amended		
To Read:	Miscellaneous Revenue	800
As Reads:	Operating Expenses	18,518,200
Amended		
To Read:	Operating Expenses	16,764,749

K. LAW ENFORCEMENT TRUST FUND

As Reads:	Charges for Services - Court Related	101,547
Amended		
To Read:	Charges for Services - Court Related	107,039
As Reads:	Interest Income	1,028
Amended		
To Read:	Interest Income	3,949

L. NATURAL DISASTER FUND

To:	State Grants	11,250,000
As Reads:	Federal Grants	1,844,556
Amended		
To Read:	Federal Grants	35,794,556
As Reads:	Operating Expenses	1,344,556
Amended		
To Read:	Operating Expenses	46,544,556

M. GOLF COURSE FUND

To:	Interest Income	2,250
As Reads:	Capital Improvement Surcharge	40,000
Amended		
To Read:	Capital Improvement Surcharge	38,907
As Reads:	Driving Range	30,500
Amended		
To Read:	Driving Range	33,358
As Reads:	Electric Cart Rental	86,800
Amended		
To Read:	Electric Cart Rental	104,129
As Reads:	Green Fees	282,500
Amended		

To Read:	Green Fees	307,373
As Reads: Amended	Pro Shop	12,200
To Read:	Pro Shop	14,787
As Reads: Amended	Pull Cart Rental	200
To Read:	Pull Cart Rental	181
As Reads: Amended	Tournaments	54,900
To Read:	Tournaments	34,841

N. EASTSIDE TIF FUND

As Reads: Amended	Current Ad Valorem Tax - County	122,600
To Read:	Current Ad Valorem Tax - County	126,188
As Reads: Amended	Interest Income	5,000
To Read:	Interest Income	12,045
As Reads: Amended	Transfer In - City	79,500
To Read:	Transfer In - City	81,809
As Reads: Amended	Operating Expenses	378,819
To Read:	Operating Expenses	394,158
As Reads: Amended	Transfer to CRA Debt Service Fund	89,900
To Read:	Transfer to CRA Debt Service Fund	87,503

O. INSPECTION SERVICES FUND

To:	DCA/DBPR Surcharge Fee Retainage - 10%	3,272
To:	Interest Income	625
To:	Lien Search Fees	11,500
To:	Miscellaneous Revenues	28,825
To:	Sale of Assets	2,200
To:	Tree Removal and Pruning Permits	975
As Reads: Amended	Building Permits	733,400
To Read:	Building Permits	882,502

As Reads:	Electrical Permits	226,600
Amended		
To Read:	Electrical Permits	194,041
As Reads:	Gas Permits	43,100
Amended		
To Read:	Gas Permits	45,175
As Reads:	Mechanical Permits	89,400
Amended		
To Read:	Mechanical Permits	84,732
As Reads:	Miscellaneous Permits	8,100
Amended		
To Read:	Miscellaneous Permits	3,148
As Reads:	Permit Application Fee	275,600
Amended		
To Read:	Permit Application Fee	297,754
As Reads:	Plumbing Permits	129,400
Amended		
To Read:	Plumbing Permits	108,850
As Reads:	Zoning Review & Inspection Fees	98,300
Amended		
To Read:	Zoning Review & Inspection Fees	40,750

P. WESTSIDE TIF FUND

To:	Interest Income	10,948
As Reads:	Current Ad Valorem Tax - County	386,200
Amended		
To Read:	Current Ad Valorem Tax - County	386,166
As Reads:	Transfer In - City	250,400
Amended		
To Read:	Transfer In - City	250,353
As Reads:	Operating Expenses	306,609
Amended		
To Read:	Operating Expenses	322,924
As Reads:	Transfer to CRA Debt Service Fund	279,500
Amended		
To Read:	Transfer to CRA Debt Service Fund	274,052

Q. RECREATION FUND

	Fund Balance	102,558
To:	Interest Income	7,127
To:	Miscellaneous Revenue	30
As Reads: Amended	User Fees	1,149,200
To Read:	User Fees	427,260
As Reads: Amended	Personnel Services	747,600
To Read:	Personnel Services	424,508
As Reads: Amended	Operating Expenses	514,509
To Read:	Operating Expenses	225,376

R. ROGER SCOTT TENNIS CENTER FUND

To:	Interest Income	2,295
As Reads: Amended	Pro Shop	370,000
To Read:	Pro Shop	370,182
As Reads: Amended	Tennis Agreement Contract	128,700
To Read:	Tennis Agreement Contract	110,471
As Reads: Amended	Operating Expenses	139,200
To Read:	Operating Expenses	123,448

S. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND

	Fund Balance	165,494
To:	Donations/Sponsorships	3,500
To:	Interest Income	16,585
To:	Miscellaneous Revenue	162
As Reads: Amended	City Hall Parking	28,000
To Read:	City Hall Parking	0
As Reads: Amended	CMP Parking	96,900
To Read:	CMP Parking	0

As Reads:	CMP Rentals	18,500
Amended		
To Read:	CMP Rentals	6,700
As Reads:	Common Area Maintenance	14,600
Amended		
To Read:	Common Area Maintenance	15,067
As Reads:	Community Event Concessions	30,000
Amended		
To Read:	Community Event Concessions	16,500
As Reads:	Maritime Park Leases	150,000
Amended		
To Read:	Maritime Park Leases	153,484
As Reads:	Ticketed Events	1,000
Amended		
To Read:	Ticketed Events	0
As Reads:	User Fees - UWF	25,000
Amended		
To Read:	User Fees - UWF	16,667
As Reads:	Variable Attendance Surcharge	318,000
Amended		
To Read:	Variable Attendance Surcharge	125,000
As Reads:	Variable Ticket Surcharge	144,000
Amended		
To Read:	Variable Ticket Surcharge	0
As Reads:	Vending/Kiosk Sales	1,800
Amended		
To Read:	Vending/Kiosk Sales	0
As Reads:	Operating Expenses	1,011,322
Amended		
To Read:	Operating Expenses	702,681

T. CRA DEBT SERVICE FUND

To:	Interest Income	10,025
As Reads:	Transfer In From Eastside TIF Fund	89,900
Amended		
To Read:	Transfer In From Eastside TIF Fund	87,503
As Reads:	Transfer In From Urban Core TIF Fund	3,124,800
Amended		
To Read:	Transfer In From Urban Core TIF Fund	3,209,300

As Reads:	Transfer In From Westside TIF Fund	279,500
Amended		
To Read:	Transfer In From Westside TIF Fund	274,052
As Reads:	Interest Expense	1,844,100
Amended		
To Read:	Interest Expense	1,844,059
As Reads:	Principal	2,039,900
Amended		
To Read:	Principal	1,505,000

U. LOGT DEBT SERVICE FUND

	Fund Balance	23,133
As Reads:	Interest Income	15,000
Amended		
To Read:	Interest Income	9,821
As Reads:	Transfer In From Local Option Gasoline Tax Fund	1,522,000
Amended		
To Read:	Transfer In From Local Option Gasoline Tax Fund	1,504,028
As Reads:	Interest Expense	197,000
Amended		
To Read:	Interest Expense	196,982

V. LOCAL OPTION SALES TAX FUND

	Fund Balance	612,376
To:	Interest Income	67,600
To:	Miscellaneous Revenue	18,899
As Reads:	Local Option Sales Tax	9,397,800
Amended		
To Read:	Local Option Sales Tax	8,698,809
As Reads:	Interest Expense	569,803
Amended		
To Read:	Interest Expense	569,757
As Reads:	Principal	3,728,800
Amended		
To Read:	Principal	3,728,730

W. CRA SERIES 2017 PROJECT FUND

To:	Interest Income	168,303
As Reads: Amended	Capital Outlay	11,166,571
To Read:	Capital Outlay	11,334,874

X. CRA SERIES 2019 PROJECT FUND

To:	Interest Income	281,749
As Reads: Amended	Capital Outlay	16,100,000
To Read:	Capital Outlay	16,381,749

Y. LOST SERIES 2017 PROJECT FUND

To:	Interest Income	60,813
To:	Non-Operating	60,813

Z. STORMWATER CAPITAL PROJECTS FUND

As Reads: Amended	Interest Income	41,000
To Read:	Interest Income	82,334
As Reads: Amended	Transfer from General Fund	2,735,000
To Read:	Transfer from General Fund	2,732,167
As Reads: Amended	Capital Outlay	6,075,615
To Read:	Capital Outlay	6,114,116

AA. GAS UTILITY FUND

To:	Cookbook Sales Revenue	5,210
To:	Sale of Assets	58,836
As Reads: Amended	CNG Revenue	908,200
To Read:	CNG Revenue	884,013
As Reads: Amended	Commercial User Fees	13,524,000
To Read:	Commercial User Fees	11,942,164
As Reads: Amended	Infrastructure Cost Recovery	3,500,000
To Read:	Infrastructure Cost Recovery	3,118,130

As Reads:	Interest Income	200,000
Amended		
To Read:	Interest Income	374,848
As Reads:	Interruptible User Fees	3,073,000
Amended		
To Read:	Interruptible User Fees	5,165,367
As Reads:	Miscellaneous Gas Charges	553,900
Amended		
To Read:	Miscellaneous Gas Charges	463,822
As Reads:	Municipal User Fees	314,400
Amended		
To Read:	Municipal User Fees	306,149
As Reads:	New Accounts/Turn-On Fees	710,300
Amended		
To Read:	New Accounts/Turn-On Fees	480,906
As Reads:	Residential User Fees	23,606,000
Amended		
To Read:	Residential User Fees	21,276,088
As Reads:	Transportation User Fees	6,210,600
Amended		
To Read:	Transportation User Fees	3,515,345
As Reads:	Operating Expenses	31,545,785
Amended		
To Read:	Operating Expenses	26,536,263

BB. SANITATION FUND

As Reads:	Bulk Item Collection Charges	130,000
Amended		
To Read:	Bulk Item Collection Charges	133,498
As Reads:	Business Refuse Container Charges	159,100
Amended		
To Read:	Business Refuse Container Charges	126,637
As Reads:	Code Enforcement Violations	80,000
Amended		
To Read:	Code Enforcement Violations	53,263

As Reads:	Franchise Fees	1,265,000
Amended		
To Read:	Franchise Fees	1,324,801
As Reads:	Fuel Surcharge	360,000
Amended		
To Read:	Fuel Surcharge	340,686
As Reads:	Interest Income	27,500
Amended		
To Read:	Interest Income	34,368
As Reads:	Landfill Fees	1,256,100
Amended		
To Read:	Landfill Fees	1,201,958
As Reads:	Lot Cleaning	80,000
Amended		
To Read:	Lot Cleaning	100,908
As Reads:	Miscellaneous Revenue	5,000
Amended		
To Read:	Miscellaneous Revenue	53,722
As Reads:	New Accounts/Transfer Fees	85,000
Amended		
To Read:	New Accounts/Transfer Fees	78,020
As Reads:	Residential Refuse Container Charges	4,559,500
Amended		
To Read:	Residential Refuse Container Charges	4,714,676
As Reads:	Sale of Assets	5,000
Amended		
To Read:	Sale of Assets	7,985
As Reads:	Sanitation Equipment Surcharge	480,400
Amended		
To Read:	Sanitation Equipment Surcharge	499,388

CC. PORT FUND

To:	Interest Income	11,020
To:	Miscellaneous/Non-Billed	803
To:	Sale of Assets	1,850

As Reads:	Cedar Street Lease Parking Lot	65,700
Amended		
To Read:	Cedar Street Lease Parking Lot	59,760
As Reads:	Dockage	561,500
Amended		
To Read:	Dockage	552,355
As Reads:	Handling	26,200
Amended		
To Read:	Handling	9,516
As Reads:	Harbor Fees	20,100
Amended		
To Read:	Harbor Fees	34,865
As Reads:	Interior Lighting	115,000
Amended		
To Read:	Interior Lighting	181,976
As Reads:	Miscellaneous/Billed	15,000
Amended		
To Read:	Miscellaneous/Billed	60,526
As Reads:	Property Rental	565,000
Amended		
To Read:	Property Rental	594,830
As Reads:	Security Fees	61,800
Amended		
To Read:	Security Fees	114,338
As Reads:	Stevedore Fees	31,800
Amended		
To Read:	Stevedore Fees	11,078
As Reads:	Storage	309,200
Amended		
To Read:	Storage	412,628
As Reads:	Water Sales	6,000
Amended		
To Read:	Water Sales	3,262
As Reads:	Wharfage	350,600
Amended		
To Read:	Wharfage	706,320

DD. AIRPORT FUND

To:	Sale of Assets	7,250
As Reads:	Advertising	125,000
Amended		
To Read:	Advertising	139,338
As Reads:	Air Carrier Landing Fees	700,000
Amended		
To Read:	Air Carrier Landing Fees	479,693
As Reads:	Airline Rentals	2,500,000
Amended		
To Read:	Airline Rentals	2,932,954
As Reads:	Airport & 12th Facilities	327,000
Amended		
To Read:	Airport & 12th Facilities	400,200
As Reads:	Apron Area Rentals	600,000
Amended		
To Read:	Apron Area Rentals	854,164
As Reads:	Baggage Handling System	1,278,000
Amended		
To Read:	Baggage Handling System	1,677,013
As Reads:	Cargo Apron Area Rentals	85,000
Amended		
To Read:	Cargo Apron Area Rentals	96,526
As Reads:	Cargo Landing Fees	80,000
Amended		
To Read:	Cargo Landing Fees	67,620
As Reads:	CFC - Rental Car Service Facility	2,760,000
Amended		
To Read:	CFC - Rental Car Service Facility	2,019,059
As Reads:	Commercial Properties Rentals	190,000
Amended		
To Read:	Commercial Properties Rentals	313,214
As Reads:	Fixed Base Operations	216,000
Amended		
To Read:	Fixed Base Operations	212,178
As Reads:	Gift Shop	320,000
Amended		
To Read:	Gift Shop	240,246

As Reads:	Hangar Rentals	90,000
Amended		
To Read:	Hangar Rentals	102,480
As Reads:	Interest Income	90,000
Amended		
To Read:	Interest Income	863,252
As Reads:	LEO/TSA Security	100,000
Amended		
To Read:	LEO/TSA Security	109,800
As Reads:	Loading Bridge Fees	370,000
Amended		
To Read:	Loading Bridge Fees	550,062
As Reads:	Miscellaneous Revenue	130,000
Amended		
To Read:	Miscellaneous Revenue	184,235
As Reads:	Parking Lot	6,000,000
Amended		
To Read:	Parking Lot	4,265,620
As Reads:	Rental Car Customer Facility Charge (Garage)	865,000
Amended		
To Read:	Rental Car Customer Facility Charge (Garage)	706,116
As Reads:	Rental Car Service Facility Rents	250,000
Amended		
To Read:	Rental Car Service Facility Rents	262,983
As Reads:	Rental Cars	4,000,000
Amended		
To Read:	Rental Cars	4,202,685
As Reads:	Restaurant and Lounge	685,000
Amended		
To Read:	Restaurant and Lounge	522,770
As Reads:	RON Ramp	3,000
Amended		
To Read:	RON Ramp	70,455
As Reads:	ST Ground Lease	260,000
Amended		
To Read:	ST Ground Lease	265,552
As Reads:	Taxi Permits	130,000
Amended		

To Read:	Taxi Permits	137,937
As Reads: Amended	TSA Terminal Rental	210,000
To Read:	TSA Terminal Rental	161,792
As Reads: Amended	Operating Expenses	26,537,120
To Read:	Operating Expenses	26,018,314

EE. INSURANCE RETENTION FUND

To:	Employee Morale Fund	60,107
As Reads: Amended	Charges for Services - Risk Management	1,382,700
To Read:	Charges for Services - Risk Management	1,690,700
As Reads: Amended	Operating Expenses	611,390
To Read:	Operating Expenses	979,497

FF. CENTRAL SERVICES FUND

1) Central Garage		
As Reads: Amended	Operating Expenses	218,206
To Read:	Operating Expenses	362,067
As Reads: Amended	Capital Outlay	525,508
To Read:	Capital Outlay	381,647

GG. SPECIAL ASSESSMENTS FUND

To:	Interest Income	7,432
As Reads: Amended	Special Assessments	100,000
To Read:	Special Assessments	38,770
As Reads: Amended	Other Non-Operating	100,000
To Read:	Other Non-Operating	46,202

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, 2020 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 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Estimated Revenues:		
Beverage License Rebate	10,551	Increase estimated revenue from Beverage License Rebates
Boat Launch Fees	(15,387)	Decrease estimated revenue from Boat Launch Fees
Communication Services Tax	113,626	Increase estimated revenue from Communication Service Tax.
Court Fines	477	Increase estimated revenue from Court Fines
Delinquent Ad Valorem Taxes	44,831	Increase estimated revenue from Delinquent Ad Valorem Taxes
ECDSB/SRO	52,132	Increase estimated revenue from ECDSB/SRO
Federal Payment In Lieu of Taxes	(7,802)	Decrease estimated revenue from Federal Payment in Lieu of Taxes
Fire Permits	300	Increase estimated revenue from Fire Permits
Firefighter Supplemental Compensation	1,298	Increase estimated revenue from Firefighter Supplemental Compensation
Franchise Fees - ECUA	(54,012)	Decrease estimated revenue from Franchise Fees - ECUA
Franchise Fees - Electricity	(38,277)	Decrease estimated revenue from Franchise Fees - Electricity
Franchise Fees - Natural Gas	(47,458)	Decrease estimated revenue from Franchise Fees - Natural Gas
Gas Rebate on Municipal Vehicles	14,690	Increase estimated revenue from Gas Rebate on Municipal Vehicles
Half-Cent Sales Tax	(346,265)	Decrease estimated revenue from Half-Cent Sales Tax
Interest Income	86,520	Increase estimated revenue from Interest Income
Local Business Tax	12,289	Increase estimated revenue from Local Business Tax
Local Business Tax - Penalty	5,548	Increase estimated revenue from Local Business Tax Penalties
Miscellaneous Charges For Services	(18,843)	Decrease estimated revenue from Miscellaneous Charges For Services
Miscellaneous Fines	(2,564)	Decrease estimated revenue from Miscellaneous Fines
Miscellaneous Revenue	182,916	Increase estimated revenue from Miscellaneous Revenue
Mobile Home License Rebate	802	Increase estimated revenue from Mobile Home License Rebates
Public Services Tax - ECUA	71,191	Increase estimated revenue from Public Service Taxes - ECUA
Public Services Tax - Electricity	182,423	Increase estimated revenue from Public Service Taxes - Electricity
Public Services Tax - Miscellaneous	1,711	Increase estimated revenue from Public Service Taxes - Miscellaneous
Public Services Tax - Natural Gas	(26,715)	Decrease estimated revenue from Public Service Taxes - Natural Gas
Saenger Theatre - Facility Fee	(13,598)	Decrease estimated revenue from Saenger Theatre Facility Fees
Sale of Assets	20,658	Increase estimated revenue from Sale of Assets
Special Permits	13,368	Increase estimated revenue from Special Permits
State Revenue Sharing - Motor Fuel Tax	(2,930)	Decrease estimated revenue from State Revenue Sharing -Motor Fuel Tax
State Revenue Sharing - Sales Tax	21,596	Increase estimated revenue from State Revenue Sharing -Sales Tax
State Reimbursable Agreements	(131,206)	Decrease estimated revenue from State Reimbursable Agreements
State Traffic Signals	12,451	Increase estimated revenue from State Traffic Signals
Swimming Pool Fees	68	Appropriate estimated revenue from Swimming Pool Fees-Hunter
Taxi Permits	(2,599)	Decrease estimated revenue from Taxi Permits
Traffic Fines	(11)	Increase estimated revenue from Traffic Fines
Zoning Review & Inspection Permits	5,300	Increase estimate revenue from Zoning Review & Inspection Permits
Sub-Total Estimated Revenues	147,079	
Fund Balance	(162,244)	Decrease appropriated Fund Balance
Total Revenues and Fund Balance	(15,165)	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
Appropriations:		
(1) Non-Departmental		
Other Grants and Aids - Saenger Theatre Capital	(13,598)	Decrease appropriation for Other Grants & Aids-Saenger Theatre Capital
CRA TIF	(996)	Decrease appropriation - CRA TIF
Eastside TIF	2,309	Increase appropriation - Eastside TIF
Westside TIF	(47)	Decrease appropriation - Westside TIF
(2) Transfers Out		
Transfer to Stormwater Capital Projects Fund	(2,833)	Decrease appropriation for Transfer to Stormwater Capital Projects Fund
Total Appropriations	<u>(15,165)</u>	
B. TREE PLANTING TRUST FUND		
Estimated Revenues:		
Interest Income	7,056	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>7,056</u>	
Fund Balance	(7,056)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
C. PARK PURCHASES FUND		
Estimated Revenues:		
Interest Income	1,555	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>1,555</u>	
Fund Balance	(1,555)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
D. HOUSING INITIATIVES FUND		
Estimated Revenues:		
Interest Income	7,136	Appropriate estimated revenue from Interest Income
Sale of Assets	(3,269)	Decrease estimated revenue from Sale of Assets
Total Estimated Revenues	<u>3,867</u>	
Fund Balance	(3,867)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
E. LOCAL OPTION GASOLINE TAX FUND		
Estimated Revenues:		
Interest Income	12,364	Increase estimated revenue from Interest Income
Local Option Gasoline Tax	(68,730)	Decrease estimated revenue from Local Option Gasoline Tax
Total Estimated Revenues	<u>(56,366)</u>	
Fund Balance	38,394	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>(17,972)</u>	
Appropriations:		
Transfer Out To LOGT Debt Service Fund	(17,972)	Decrease appropriation for Transfer Out To LOGT Debt Service Fund
Total Appropriations	<u>(17,972)</u>	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
F. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues:		
Berth Harbor Revenue	(344)	Decrease estimated revenue from Berth Harbor Revenue
Interest Income	84,426	Increase estimated revenue from Interest Income
Plaza DeLuna Concession	(3,336)	Decrease estimated revenue from Plaza DeLuna Concession
PSA Reserved Parking	(60)	Decrease estimated revenue from PSA Reserved Parking
Transfer In From Urban Core Redevelopment Trust Fund	(86,992)	Decrease estimated revenue from Transfer In From Urban Core Redevelopment Trust Fund
Total Estimated Revenues	<u>(6,306)</u>	
Appropriations:		
Operating Expenses	(6,306)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(6,306)</u>	
G. URBAN CORE REDEVELOPMENT TRUST FUND		
Estimated Revenues:		
Current Ad Valorem Tax - County	(1,447)	Decrease Estimated Revenue From County
Current Ad Valorem Tax - DIB	(49)	Decrease Estimated Revenue From DIB
Transfer In - City	(996)	Decrease Interfund Transfer From General Fund
Total Estimated Revenues	<u>(2,492)</u>	
Appropriations:		
Transfer to CRA Debt Service Fund	84,500	Increase appropriation for Transfer to CRA Debt Service Fund
Transfer to CRA Fund	(86,992)	Decrease appropriation for Transfer to CRA Fund
Total Appropriations	<u>(2,492)</u>	
H. STORMWATER UTILITY FEE FUND		
Estimated Revenues:		
Delinquent Stormwater Fee	457	Increase estimated revenue from Delinquent Stormwater Fee
Interest Income	7,571	Increase estimated revenue from Interest Income
Miscellaneous Revenue	2,852	Appropriate estimated revenue from Miscellaneous Revenue
State Right of Way Maintenance	(10,172)	Decrease estimated revenue from State Right of Way Maintenance
Stormwater Utility Fee	(3,290)	Decrease estimated revenue from Stormwater Utility Fee
Total Estimated Revenues	<u>(2,582)</u>	
Appropriations:		
Operating Expenses	(2,582)	Decrease appropriation for Operating Expense
Total Appropriations	<u>(2,582)</u>	
I. HOSPITAL SPECIAL ASSESSMENT FUND		
Estimated Revenues:		
Special Assessments	(1,139,301)	Decrease estimated revenue from Special Assessments
Total Estimated Revenues	<u>(1,139,301)</u>	
Appropriations:		
Grants & Aids	(1,139,301)	Decrease appropriation for Grants & Aids
Total Appropriations	<u>(1,139,301)</u>	

THE CITY OF PENSACOLA
NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
J. SECTION 8 HOUSING ASSISTANCE FUND		
Estimated Revenues:		
Federal Grants	(1,495,222)	Decrease estimated revenue from Federal Grants
Interest Income	(7,629)	Decrease estimated revenue from Interest Income
Miscellaneous Revenue	(250,600)	Decrease estimated revenue from Miscellaneous Revenue
Total Estimated Revenues	<u>(1,753,451)</u>	
Appropriations:		
Operating Expenses	(1,753,451)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(1,753,451)</u>	
K. LAW ENFORCEMENT TRUST FUND		
Estimated Revenues		
Charges for Services - Court Related	5,492	Increase estimated revenue from Charges for Services
Interest Income	2,921	Increase estimated revenue from Interest Income
Total Estimated Revenues	<u>8,413</u>	
Fund Balance	(8,413)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	
L. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	33,950,000	Increase estimated revenue from Federal Grants
State Grants	11,250,000	Appropriate estimated revenue from State Grants
Total Estimated Revenues	<u>45,200,000</u>	
Appropriations		
Operating Expenses	45,200,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>45,200,000</u>	
M. GOLF COURSE FUND		
Estimated Revenues		
Capital Improvement Surcharge	(1,093)	Decrease estimated revenue from Capital Improvements Surcharge
Driving Range	2,858	Increase estimated revenue from Driving Range
Electric Cart Rental	17,329	Increase estimated revenue from Electric Cart Rentals
Green Fees	24,873	Increase estimated revenue from Green Fees
Interest Income	2,250	Appropriate estimated revenue from Interest Income
Pro Shop	2,587	Increase estimated revenue from Pro Shop
Pull Cart Rental	(19)	Decrease estimated revenue from Pull Cart Rental
Tournaments	(20,059)	Decrease estimated revenue from Tournaments
Total Estimated Revenues	<u>28,726</u>	
Fund Balance	(28,726)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>0</u>	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
N. EASTSIDE TIF FUND		
Estimated Revenues		
Current Ad Valorem Tax - County	3,588	Increase estimated revenue from Current Ad Valorem Tax - County
Interest Income	7,045	Increase estimated revenue from Interest Income
Transfer In - City	2,309	Increase estimated revenue from Transfer In - City
Total Estimated Revenues	<u>12,942</u>	
Appropriations		
Operating Expenses	15,339	Increase appropriation for Operating Expenses
Transfer to CRA Debt Service Fund	(2,397)	Decrease appropriation for Transfer to CRA Debt Service Fund
Total Appropriations	<u>12,942</u>	
O. INSPECTION SERVICES FUND		
Estimated Revenues		
Building Permits	149,102	Increase estimated revenue from Building Permits
DCA/DBPR Surcharge Fee Retainage - 10%	3,272	Appropriate estimated revenue from DCA/DBPR Surcharge Fee Retainage
Electrical Permits	(32,559)	Decrease estimated revenue from Electrical Permits
Gas Permits	2,075	Increase estimated revenue from Gas Permits
Interest Income	625	Appropriate estimated revenue from Interest Income
Lien Search Fees	11,500	Appropriate estimated revenue from Lien Search Fees
Mechanical Permits	(4,668)	Decrease estimated revenue from Mechanical Permits
Miscellaneous Permits	(4,952)	Decrease estimated revenue from Miscellaneous Permits
Miscellaneous Revenues	28,825	Appropriate estimated revenue from Miscellaneous Revenues
Permit Application Fee	22,154	Increase estimated revenue from Permit Application Fee
Plumbing Permits	(20,550)	Decrease estimated revenue from Plumbing Permits
Sale of Assets	2,200	Appropriate estimated revenue from Sale of Assets
Tree Removal and Pruning Permits	975	Appropriate estimated revenue from Tree Removal and Pruning Permits
Zoning Review & Inspection Fees	(57,550)	Decrease estimated revenue from Zoning Review & Inspection Fees
Total Estimated Revenues	<u>100,449</u>	
Fund Balance	(100,449)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
P. WESTSIDE TIF FUND		
Estimated Revenues		
Current Ad Valorem Tax - County	(34)	Decrease estimated revenue from Current Ad Valorem Tax - County
Interest Income	10,948	Appropriate estimated revenue from Interest Income
Transfer In - City	(47)	Decrease estimated revenue from Transfer In - City
Total Estimated Revenues	<u>10,867</u>	
Appropriations		
Operating Expenses	16,315	Increase appropriation for Operating Expenses
Transfer to CRA Debt Service Fund	(5,448)	Decrease appropriation for Transfer to CRA Debt Service Fund
Total Appropriations	<u>10,867</u>	

THE CITY OF PENSACOLA
NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
Q. RECREATION FUND		
Estimated Revenues		
Interest Income	7,127	Appropriate estimated revenue from Interest Income
Miscellaneous Revenue	30	Appropriate estimated revenue from Miscellaneous Revenue
User Fees	(721,940)	Decrease estimated revenue from User Fees
Total Estimated Revenues	(714,783)	
Fund Balance	102,558	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	(612,225)	
Appropriations		
Personnel Services	(323,092)	Decrease appropriation for Personnel Services
Operating Expenses	(289,133)	Decrease appropriation for Operating Expenses
Total Appropriations	(612,225)	
R. ROGER SCOTT TENNIS CENTER FUND		
Estimated Revenues		
Interest Income	2,295	Appropriate estimated revenue from Interest Income
Pro Shop	182	Increase estimated revenue from Pro Shop
Tennis Agreement Contract	(18,229)	Decrease estimated revenue from Tennis Agreement Contract (Lease Deferral)
Total Estimated Revenues	(15,752)	
Appropriations:		
Operating Expenses	(15,752)	Decrease appropriation for Operating Expenses
Total Appropriations	(15,752)	
S. COMMUNITY MARITIME PARK MGT SVCS FUND		
Estimated Revenues		
City Hall Parking	(28,000)	Decrease estimated revenue from City Hall Parking
CMP Parking	(96,900)	Decrease estimated revenue from CMP Parking
CMP Rentals	(11,800)	Increase estimated revenue from CMP Rentals
Common Area Maintenance	467	Increase estimated revenue from Common Area Maintenance
Community Event Concessions	(13,500)	Decrease estimated revenue from Community Event Concessions
Donations/Sponsorships	3,500	Appropriate estimated revenue from Donations/Sponsorships
Interest Income	16,585	Appropriate estimated revenue from Interest Income
Maritime Park Leases	3,484	Increase estimated revenue from Maritime Park Leases
Miscellaneous Revenue	162	Appropriate estimated revenue from Miscellaneous Revenue
Ticketed Events	(1,000)	Decrease estimated revenue from Ticketed Events
Use Fee - UWF	(8,333)	Decrease estimated revenue from Use Fee - UWF
Variable Attendance Surcharge	(193,000)	Decrease estimated revenue from Variable Attendance Surcharge
Variable Ticket Surcharge	(144,000)	Decrease estimated revenue from Variable Ticket Surcharge
Vending/Kiosk Sales	(1,800)	Increase estimated revenue from Kiosk Sales
Total Estimated Revenues	(474,135)	
Fund Balance	165,494	Increase appropriated Fund Balance
Total Estimated Revenues and Fund Balance	(308,641)	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
Appropriations		
Operating Expenses	(308,641)	Decrease in Operating Expenses
Total Appropriations	<u>(308,641)</u>	
T. CRA DEBT SERVICE FUND		
Estimated Revenues		
Interest Income	10,025	Appropriate estimated revenue from Interest Income
Transfer in From Eastside TIF Fund	(2,397)	Decrease estimated revenue from Transfer In From Eastside TIF Fund
Transfer in From Urban Core TIF Fund	84,500	Increase estimated revenue from Transfer In From Urban Core TIF Fund
Transfer in From Westside TIF Fund	(5,448)	Decrease estimated revenue from Transfer In From Westside TIF Fund
Total Estimated Revenues	<u>86,680</u>	
Fund Balance	(621,621)	Decrease appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>(534,941)</u>	
Appropriations		
Interest Expense	(41)	Decrease appropriation for Interest Expense
Principal	(534,900)	Decrease appropriation for Principal
Total Appropriations	<u>(534,941)</u>	
U. LOGT DEBT SERVICE FUND		
Estimated Revenues		
Interest Income	(5,179)	Decrease estimated revenue from Interest Income
Transfer In From Local Option Gasoline Tax Fund	(17,972)	Decrease estimated revenue from Transfer In From Local Option Gasoline Tax Fund
Total Estimated Revenues	<u>(23,151)</u>	
Fund Balance	23,133	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>(18)</u>	
Appropriations		
Interest Expense	(18)	Decrease appropriation for Interest Expense
Total Appropriations	<u>(18)</u>	
V. LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Interest Income	67,600	Appropriate estimated revenue from Interest Income
Miscellaneous Revenue	18,899	Appropriate estimated revenue from Miscellaneous Revenue
Local Option Sales Tax	(698,991)	Decrease estimated revenue from Local Option Sales Tax
Total Estimated Revenues	<u>(612,492)</u>	
Fund Balance	612,376	Increase appropriated Fund Balance.
Total Estimated Revenues and Fund Balance	<u>(116)</u>	
Appropriations		
Interest Expense	(46)	Decrease appropriation for Interest Expense
Principal	(70)	Decrease appropriation for Principal
	<u>(116)</u>	

THE CITY OF PENSACOLA
NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
W. CRA SERIES 2017 PROJECT FUND		
Estimated Revenues		
Interest Income	168,303	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>168,303</u>	
Appropriations		
Capital Outlay	168,303	Increase appropriation for Capital Outlay
Total Appropriations	<u>168,303</u>	
X. CRA SERIES 2019 PROJECT FUND		
Estimated Revenues		
Interest Income	281,749	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>281,749</u>	
Appropriations		
Capital Outlay	281,749	Increase appropriation for Capital Outlay
Total Appropriations	<u>281,749</u>	
Y. LOST SERIES 2017 PROJECT FUND		
Estimated Revenues		
Interest Income	60,813	Appropriate estimated revenue from Interest Income
Total Estimated Revenues	<u>60,813</u>	
Appropriations		
Non-Operating	60,813	Appropriate funding for Non-Operating
Total Appropriations	<u>60,813</u>	
Z. STORMWATER CAPITAL PROJECTS FUND		
Estimated Revenues		
Interest Income	41,334	Increase estimated revenue from Interest Income
Transfer in From General Fund	(2,833)	Decrease estimated revenue from Transfer In From General Fund
Total Estimated Revenues	<u>38,501</u>	
Appropriations		
Capital Outlay	38,501	Increase appropriation for Capital Outlay (SW Vaults City-Wide)
Total Appropriations	<u>38,501</u>	
AA. GAS UTILITY FUND		
Estimated Revenues:		
CNG Revenue	(24,187)	Decrease estimated revenue from CNG Revenue
Commercial User Fees	(1,581,836)	Decrease estimated revenue from Commercial User Fees
Cookbook Sales Revenue	5,210	Appropriate estimated revenue from Cookbook Sales Revenue
Infrastructure Cost Recovery	(381,870)	Decrease estimated revenue from Infrastructure Cost Recovery
Interest Income	174,848	Increase estimated revenue from Interest Income
Interruptible User Fees	2,092,367	Increase estimated revenue from Interruptible User Fees
Miscellaneous Gas Charges	(90,078)	Decrease estimated revenue from Miscellaneous Gas Charges
Municipal User Fees	(8,251)	Decrease estimated revenue from Municipal User Fees
New Accounts/Turn-On Fees	(229,394)	Decrease estimated revenue from New Accounts/Turn-On Fees
Residential User Fees	(2,329,912)	Decrease estimated revenue from Residential User Fees
Sale of Assets	58,836	Appropriate estimated revenue from Sale of Assets
Transportation User Fees	(2,695,255)	Decrease estimated revenue from Transportation User Fees
Total Estimated Revenues	<u>(5,009,522)</u>	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
Appropriations:		
Operating Expenses	(5,009,522)	Decrease appropriation for Operating Expenses
Total Appropriations	<u>(5,009,522)</u>	
BB. SANITATION FUND		
Estimated Revenues:		
Bulk Item Collection Charges	3,498	Increase estimated revenue from Bulk Item Collection Charges
Business Refuse Container Charges	(32,463)	Decrease estimated revenue from Business Refuse Container Charges
Code Enforcement Violations	(26,737)	Decrease estimated revenue from Code Enforcement Violations
Franchise Fees	59,801	Increase estimated revenue from Franchise Fees
Fuel Surcharge	(19,314)	Decrease estimated revenue from Fuel Surcharge
Interest Income	6,868	Increase estimated revenue from Interest Income
Landfill Fees	(54,142)	Decrease estimated revenue from Landfill Fees
Lot Cleaning	20,908	Increase estimated revenue from Lot Cleaning
Miscellaneous Revenue	48,722	Increase estimated revenue from Miscellaneous Revenue
New Accounts/Transfer Fees	(6,980)	Decrease estimated revenue from New Accounts/Transfer Fees
Residential Refuse Container Charges	155,176	Increase estimated revenue from Residential Refuse Container Charges
Sale of Assets	2,985	Increase estimated revenue from Sale of Assets
Sanitation Equipment Surcharge	18,988	Increase estimated revenue from Sanitation Equipment Surcharge
Total Estimated Revenues	<u>177,310</u>	
Fund Balance	(177,310)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u><u>0</u></u>	
CC. PORT FUND		
Estimated Revenues:		
Cedar Street Lease Parking Lot	(5,940)	Decrease estimated revenue from Cedar Street Lease Parking Lot
Dockage	(9,145)	Decrease estimated revenue from Dockage
Handling	(16,684)	Decrease estimated revenue from Handling
Harbor Fees	14,765	Increase estimated revenue from Harbor Fees
Interest Income	11,020	Appropriate estimated revenue from Interest Income
Interior Lighting	66,976	Increase estimated revenue from Interior Lighting
Miscellaneous/Billed	45,526	Increase estimated revenue from Miscellaneous/Billed
Miscellaneous/Non-Billed	803	Appropriate estimated revenue from Miscellaneous/Non-Billed
Property Rental	29,830	Increase estimated revenue from Property Rental
Sale of Assets	1,850	Appropriate estimated revenue from Sale of Assets
Security Fees	52,538	Increase estimated revenue from Security Fees
Stevedore Fees	(20,722)	Decrease estimated revenue from Stevedore Fees
Storage	103,428	Increase estimated revenue from Storage
Water Sales	(2,738)	Decrease estimated revenue from Water Sales
Wharfage	355,720	Increase estimated revenue from Wharfage
Total Estimated Revenues	<u>627,227</u>	
Fund Balance	(627,227)	Decrease appropriated Fund Balance
Total Estimated Revenues and Fund Balance	<u><u>0</u></u>	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
DD. AIRPORT FUND		
Estimated Revenues:		
Advertising	14,338	Increase estimated revenue from Advertising
Air Carrier Landing Fees	(220,307)	Decrease estimated revenue from Air Carrier Landing Fees
Airline Rentals	432,954	Increase estimated revenue from Airline Rentals
Airport & 12th Facilities	73,200	Increase estimated revenue from Airport & 12th Facilities
Apron Area Rentals	254,164	Increase estimated revenue from Apron Area Rentals
Baggage Handling System	399,013	Increase estimated revenue from Baggage Handling System
Cargo Apron Area Rentals	11,526	Increase estimated revenue from Cargo Apron Area Rentals
Cargo Landing Fees	(12,380)	Decrease estimated revenue from Cargo Landing Fees
CFC - Rental Car Service Facility	(740,941)	Decrease estimated revenue from CFC - Rental Car Service Facility
Commercial Properties Rentals	123,214	Increase estimated revenue from Commercial Properties Rentals
Fixed Base Operations	(3,822)	Decrease estimated revenue from Fixed Base Operations
Gift Shop	(79,754)	Decrease estimated revenue from Gift Shop
Hangar Rentals	12,480	Increase estimated revenue from Hangar Rentals
Interest Income	773,252	Increase estimated revenue from Interest Income
LEO/TSA Security	9,800	Increase estimated revenue from LEO/TSA Security
Loading Bridge Fees	180,062	Increase estimated revenue from Loading Bridge Fees
Miscellaneous Revenue	54,235	Increase estimated revenue from Miscellaneous Revenue
Parking Lot	(1,734,380)	Decrease estimated revenue from Parking Lot
Rental Car Customer Facility Charge (Garage)	(158,884)	Decrease estimated revenue from Rental Car Cust Fac Chg (Garage)
Rental Car Service Facility Rents	12,983	Increase estimated revenue from Rental Car Service Facility Rents
Rental Cars	202,685	Increase estimated revenue from Rental Cars
Restaurant and Lounge	(162,230)	Decrease estimated revenue from Restaurant and Lounge
RON Ramp	67,455	Increase estimated revenue from RON Ramp
Sale of Assets	7,250	Appropriate estimated revenue from Sale of Assets
ST Ground Lease	5,552	Increase estimated revenue from ST Ground Lease
Taxi Permits	7,937	Increase estimated revenue from Taxi Permits
TSA Terminal Rental	(48,208)	Decrease estimated revenue from TSA Terminal Rental
Total Estimated Revenues	<u>(518,806)</u>	
Appropriations:		
Operating Expenses	<u>(518,806)</u>	Decrease Operating Expenses
Total Appropriations	<u>(518,806)</u>	
EE. INSURANCE RETENTION FUND		
Estimated Revenues:		
Charges for Services - Risk Management	308,000	Increase estimated revenue from Charges for Services - Risk Management
Employee Morale Fund	60,107	Appropriate estimated revenue from Employee Morale Fund
Total Estimated Revenues	<u>368,107</u>	
Appropriations:		
Operating Expenses	<u>368,107</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>368,107</u>	

THE CITY OF PENSACOLA

NOVEMBER 2020 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2020 NO. 2020-53

FUND	AMOUNT	DESCRIPTION
FF. CENTRAL SERVICES FUND		
Appropriations:		
1) Central Garage		
Operating Expenses	143,861	Increase appropriation for Operating Expenses
Capital Outlay	(143,861)	Decrease appropriaton for Capital Outlay
Total Appropriations	0	
GG. SPECIAL ASSESSMENTS FUND		
Estimated Revenues:		
Interest Income	7,432	Appropriate estimated revenue from Interest Income
Special Assessments	(61,230)	Decrease estimated revenue from Special Assessments
Total Estimated Revenues	(53,798)	
Appropriations:		
Other Non-Operating	(53,798)	Decrease appropriation for Other Non-Operating
Total Appropriations	(53,798)	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2020-56

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-56 - FY 2021 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-56.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; 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 the City Council for consideration. This resolution includes appropriations for the following:

- FY 2020 encumbered purchase order balances
Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2020, for which final payment had not been made.
- 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.

Additional resolutions to carry forward FY 2020 funding for items that were not encumbered and the encumbered purchase order balances net of contracts payable will be brought forward for City Council's approval on separate resolutions at the December 2020 City Council meeting.

PRIOR ACTION:

September 23, 2020 - City Council formally adopted a beginning FY 2021 Budget on Budget Resolution No. 2020-43.

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 2021.

CITY ATTORNEY REVIEW: Yes

10/26/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No, 2020-56
- 2) Supplemental Budget Explanation No. 2020-56

PRESENTATION: No

**RESOLUTION
NO. 2020-56**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021;
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		807,432
As Reads:	State Reimbursements	100,000
Amended		
To Read:	State Reimbursements	312,469
To:	Purchase Orders Payable	1,019,901

B. SPECIAL GRANTS FUND

As Reads:	Federal Grants	182,900
Amended		
To Read:	Federal Grants	435,267
To:	Purchase Orders Payable	252,367

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Grants	1,137,800
Amended		
To Read:	Federal Grants	1,183,991
To:	Purchase Orders Payable	46,191

D. COMMUNITY REDEVELOPMENT FUND

Fund Balance		182,566
To:	Purchase Orders Payable	182,566

E. STORMWATER UTILITY FUND

Fund Balance		38,464
To:	Purchase Orders Payable	38,464

F. SECTION 8 HOUSING ASSISTANCE FUND

Fund Balance		11,060
To:	Purchase Orders Payable	11,060

G. NATURAL DISASTER FUND

To:	Federal Grants	10,502,258
To:	Purchase Orders Payable	10,502,258

H. GOLF COURSE FUND		
	Fund Balance	17,162
To:	Purchase Orders Payable	17,162
I. INSPECTIONS FUND		
	Fund Balance	39,252
To:	Purchase Orders Payable	39,252
J. WESTSIDE TIF FUND		
	Fund Balance	20,000
To:	Purchase Orders Payable	20,000
K. RECREATION FUND		
	Fund Balance	27,167
To:	Purchase Orders Payable	27,167
L. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND		
	Fund Balance	49,195
To:	Purchase Orders Payable	49,195
M. LOCAL OPTION SALES TAX FUND		
	Fund Balance	3,970,049
To:	Purchase Orders Payable	3,970,049
N. CRA SERIES 2017 PROJECT FUND		
	Fund Balance	3,795,876
To:	Purchase Orders Payable	3,795,876
O. CRA SERIES 2019 PROJECT FUND		
	Fund Balance	237,395
To:	Purchase Orders Payable	237,395
P. LOST SERIES 2017 PROJECT FUND		
	Fund Balance	1,961,875
To:	Purchase Orders Payable	1,961,875
Q. STORMWATER CAPITAL PROJECTS FUND		
	Fund Balance	906,745
To:	Purchase Orders Payable	906,745
R. GAS UTILITY FUND		
	Fund Balance	1,456,481
To:	Purchase Orders Payable	1,456,481
S. SANITATION FUND		
	Fund Balance	355,711
To:	Purchase Orders Payable	355,711

T. PORT FUND

	Fund Balance	123,368
To:	State Grants	140,906
To:	Federal Grants	128,937
To:	Purchase Orders Payable	393,211

U. AIRPORT FUND

	Fund Balance	4,086,173
To:	Private Grants	1,873,040
To:	Transfer in From Local Option Sales Tax	1,873,040
As Reads: Amended To Read:	Federal Grants	3,600,000
	Federal Grants	10,182,378
As Reads: Amended To Read:	State Grants	1,000,000
	State Grants	1,084,600
To:	Purchase Orders Payable	14,499,231

V. CENTRAL SERVICES FUND

As Reads: Amended To Read:	Charges for Services - Garage	1,869,600
	Charges for Services - Garage	1,875,013
As Reads: Amended To Read:	Charges for Services - Technology Resources	2,953,400
	Charges for Services - Technology Resources	3,055,444
To:	Purchase Orders Payable	107,457

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 2020 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-56

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
State Reimbursements	212,469	Increase estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	212,469	
Fund Balance	807,432	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	1,019,901	
Appropriations		
Purchase Orders Payable	1,019,901	Carryover - encumbrances outstanding at 9/30/20
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	252,367	Increase estimated revenues for Federal Grants
Total Estimated Revenues	252,367	
Appropriations		
Purchase Orders Payable	252,367	Carryover - encumbrances outstanding at 9/30/20
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	46,191	Increase estimated revenue from Federal Grants
Total Estimated Revenues	46,191	
Appropriations		
Purchase Orders Payable	46,191	Carryover - encumbrances outstanding at 9/30/20
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	182,566	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	182,566	Carryover - encumbrances outstanding at 9/30/20

THE CITY OF PENSACOLA
NOVEMBER 2020 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-56

FUND	AMOUNT	DESCRIPTION
E. STORMWATER UTILITY FUND		
Fund Balance	<u>38,464</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>38,464</u>	Carryover - encumbrances outstanding at 9/30/20
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>11,060</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>11,060</u>	Carryover - encumbrances outstanding at 9/30/20
G. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	<u>10,502,258</u>	Appropriate estimated revenues for Federal Grants
Total Estimated Revenues	<u>10,502,258</u>	
Appropriations		
Purchase Orders Payable	<u>10,502,258</u>	Carryover - encumbrances outstanding at 9/30/20
H. GOLF COURSE FUND		
Fund Balance	<u>17,162</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>17,162</u>	Carryover - encumbrances outstanding at 9/30/20
I. INSPECTIONS FUND		
Fund Balance	<u>39,252</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>39,252</u>	Carryover - encumbrances outstanding at 9/30/20

THE CITY OF PENSACOLA
NOVEMBER 2020 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-56

FUND	AMOUNT	DESCRIPTION
J. WESTSIDE TIF FUND		
Fund Balance	<u>20,000</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>20,000</u>	Carryover - encumbrances outstanding at 9/30/20
K. RECREATION FUND		
Fund Balance	<u>27,167</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>27,167</u>	Carryover - encumbrances outstanding at 9/30/20
L. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>49,195</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>49,195</u>	Carryover - encumbrances outstanding at 9/30/20
M. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>3,970,049</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>3,970,049</u>	Carryover - encumbrances outstanding at 9/30/20
N. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>3,795,876</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>3,795,876</u>	Carryover - encumbrances outstanding at 9/30/20

THE CITY OF PENSACOLA
NOVEMBER 2020 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-56

FUND	AMOUNT	DESCRIPTION
O. CRA SERIES 2019 PROJECT FUND		
Fund Balance	<u>237,395</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>237,395</u>	Carryover - encumbrances outstanding at 9/30/20
P. LOST SERIES 2017 PROJECT FUND		
Fund Balance	<u>1,961,875</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>1,961,875</u>	Carryover - encumbrances outstanding at 9/30/20
Q. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>906,745</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>906,745</u>	Carryover - encumbrances outstanding at 9/30/20
R. GAS UTILITY FUND		
Fund Balance	<u>1,456,481</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>1,456,481</u>	Carryover - encumbrances outstanding at 9/30/20
S. SANITATION FUND		
Fund Balance	<u>355,711</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>355,711</u>	Carryover - encumbrances outstanding at 9/30/20

THE CITY OF PENSACOLA
NOVEMBER 2020 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-56

FUND	AMOUNT	DESCRIPTION
T. PORT FUND		
Estimated Revenues		
State Grants	269,843	Appropriate estimated revenues for State Grants
Total Estimated Revenues	269,843	
Fund Balance	123,368	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	393,211	
Appropriations		
Purchase Orders Payable	393,211	Carryover - encumbrances outstanding at 9/30/20
U. AIRPORT FUND		
Estimated Revenues		
Federal Grants	6,582,378	Increase estimated revenues for Federal Grants
State Grants	84,600	Increase estimated revenues for State Grants
Private Grants	1,873,040	Appropriate Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	1,873,040	Appropriate funding from Transfer in From Local Option Sales Tax
Total Estimated Revenues	10,413,058	
Fund Balance	4,086,173	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	14,499,231	
Appropriations		
Purchase Orders Payable	14,499,231	Carryover - encumbrances outstanding at 9/30/20
V. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Garage	5,413	Increase estimated revenues for Charges For Services - Garage
Charges for Services - Technology Resources	102,044	Increase estimated revenues for Charges For Services - Technology Resources
Total Estimated Revenues	107,457	
Appropriations		
Purchase Orders Payable	107,457	Carryover - encumbrances outstanding at 9/30/20



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 48-20

City Council

11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO PROVIDING RESTRICTIONS ON THE WOODED AREA OF HITZMAN-OPTIMIST PARK.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 48-20 on first reading:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a City-owned and maintained recreational facility that is open for public use and is accessible for people of all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path.

The City of Pensacola is committed to providing privacy and enjoyment to neighbors at the Park by means of natural foliage and ensuring protection to the existing wooded areas of the park.

In 2019, Parks and Recreation staff met with the Scenic Heights Neighborhood Association concerning improvements, including soccer fields, to Hitzman-Optimist Park. One of their concerns was the possible future development of the park's remaining wooded area in the form of additional sports fields and parking. The association expressed a desire to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors. The ordinance will prevent the wooded area from being disturbed by construction, adding value to the Park as well as providing privacy and natural beauty as requested by the association.

PRIOR ACTION:

April 23, 2020 - City Council was presented with Resolution 2020-13 for approval. Upon discussing the item, it was determined that while the intent was there, it lacked enforceability and needed stronger language. The City Council found it appropriate to restrict future development of the remaining wooded area of the park. The item was withdrawn in favor of being written in the form of an ordinance.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator- Community Development
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 48-20
- 2) Exhibit A

PRESENTATION: No

PROPOSED
ORDINANCE NO. 48-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

WHEREAS, the City of Pensacola is committed to providing privacy and enjoyment to neighbors of the Park by means of natural foliage and ensuring protection to the existing wooded areas of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots and/or playing fields in the currently wooded areas of the Park, once the current park renovations are complete.

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

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

1. Intent.

In order to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors, the city council finds it is appropriate to restrict future development of the currently wooded areas of the park.

2. Definitions.

(a) *wooded area* means the shaded area designated as "wooded area" in the image attached to this ordinance as Exhibit "A."

(b) The “park” means the parcels comprising Hitzman-Optimist Park.

3. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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



SKETCH OF DESCRIPTION

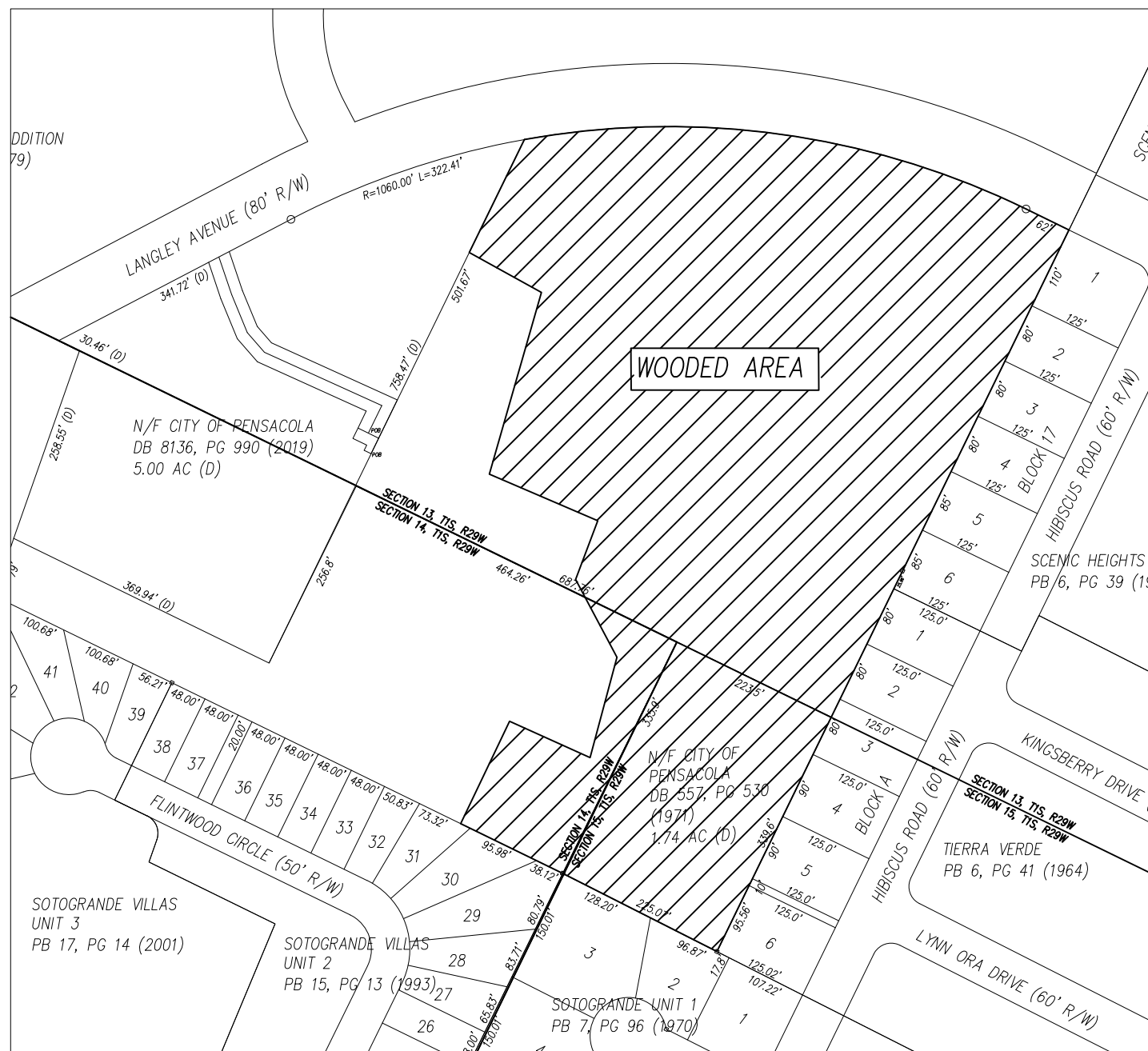
A PORTION OF SECTIONS 13, 14 & 15, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA

LEGEND

 WOODED AREA, A PORTION OF HITZMAN OPTIMIST PARK

R/W RIGHT-OF-WAY

REPUTED OWNER:
CITY OF PENSACOLA
222 WEST MAIN STREET
PENSACOLA, FLORIDA



THIS SKETCH IS NOT A SURVEY



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00711

City Council

11/12/2020

DISCUSSION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

ENFORCEMENT OF NOISE ORDINANCES AND STATUTES

SUMMARY:

Two (2) pieces of legislation are normally used to enforce noise complaints, either Section 8-1-16 - Regulation of Noise - City Code or F.S. 3161.293 - Motor vehicle noise.

Of particular interest is the noise caused by vehicles with loud exhausts and/or modified exhaust systems.

This item and complaints related to noise violations, particularly along 9th Ave, near the hospitals and medical facilities have been brought to the attention of the Police Department with little to no enforcement action taking place.

Recently, a social media post was shared declaring that the "Pensacola Police wants a Safe & Vibrant Downtown Pensacola. We will increase enforcement of Florida Traffic Statutes: 316.293 - Motor Vehicle Noise (Engine Revving and Modified Exhaust) 316.191 - Racing" (see attachment)

This item seeks to have a discussion of equal and equitable enforcement of both City Codes and State Statutes throughout the City and not relegated to a single area.

PRIOR ACTION:

Discussions with the Police Department regarding noise complaints along 9th Ave.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Image_7841

PRESENTATION: No





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00719

City Council

11/12/2020

DISCUSSION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

UPDATE ON MONUMENT LOCATED AT FLORIDA SQUARE (fka) LEE SQUARE, REMOVAL, STORAGE AND FUTURE PLAN

SUMMARY:

On July 14, 2020 City Council authorized the removal of the monument located at the then named, Lee Square.

During the week of October 26, 2020, the monument was removed and placed in storage.

This item seeks an update on the removal, the storage and the future plans for the monument.

PRIOR ACTION:

July 14, 2020 - City Council authorized removal of the monument

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00726

City Council

11/12/2020

DISCUSSION ITEM

FROM: City Council President Jewel Cannada-Wynn

SUBJECT:

PROPOSED EMERALD COAST UTILITIES AUTHORITY (ECUA) 70' STORAGE TANK NEAR 1810 BARRANCAS

SUMMARY:

ECUA has proposed the placement of a storage tank near 1810 Barrancas. The City, through a letter sent by Mayor Robinson, suggested that an alternative site be located as this area is a gateway to the City.

This item seeks to discuss the proposed storage tank, the response from ECUA and the pending CRA projects that will impact this area along with the CRA overlay.

PRIOR ACTION:

October 27, 2020 - Mayor Robinson sent a letter to ECUA

October 30, 2020 - Response from Bruce Woody, ECUA Executive Director

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Letter from Mayor Robinson & Response from Bruce Woody re ECUA Tanks

PRESENTATION: No

Don Kraher

From: Bruce Woody <Bruce.Woody@ecua.fl.gov>
Sent: Friday, October 30, 2020 2:00 PM
To: Grover C. Robinson, IV
Cc: Keith Wilkins; Don Kraher; Jewel Cannada-Wynn; Lois H Benson; Dale Perkins - AOL; Don Palmer; Stacy Hayden
Subject: [EXTERNAL] RE: ECUA 70' storage tank

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Mayor Robinson,

Thank you for your letter and suggestions regarding a proposed storage tank near 1810 Barrancas. The ECUA is an important community partner with the City of Pensacola and Escambia County so we appreciate you sharing information about the Community Redevelopment Area (CRA) urban design overlay district and some of its objectives for this area. We see how the CRA overlay district promotes further redevelopment of the region that includes the subject property.

Important partnerships in the past led to the relocation of the downtown treatment plant on Government Street. That project started a significant redevelopment trend and has raised property values in the area. It also served the ECUA's needs by providing increased treatment capacity and the ability to support continued growth of the community. However, a lingering problem in the older sewer infrastructure in the same area is inflow and infiltration (I&I) into the collection system which creates an increased potential for sanitary sewer overflow (SSO) events. Similar, we know that the City continues to make improvements to abate storm water flooding in the same area. Part of the ECUA's Consent Order with the FDEP calls for the construction of a six-million-gallon storage tank (ten million preferred) in the downtown area in order to provide excess storage capacity during rain events. To be effective, it needs to be located close enough to the Government Street Pumping Station to capture a wide variety of the watersheds that are tributary to that facility. Of equal concern, it needs to be at a location near existing force mains that can pump into the tank, and near gravity sewers where it can discharge when it is ready to be emptied.

As you are aware, we both are working to serve the public good although we have somewhat different purposes. This tank would be an asset to help deal with issues that might arise with the sewer system and prevent sewage overflows in the downtown area. Therefore it is of mutual benefit to both of us. When we started the process of looking for property we reviewed multiple sites with the criteria of finding areas that would minimize the impact to the neighborhood. This site is a brownfield site adjacent to a superfund site, and next to an industrial site. The zoning was correct, but the overlay district is a new item for us to address. The existing tree canopy was an attractive feature of this site due to the screening it provides. We believe the tank can be constructed so it is a relatively pleasing structure such as the ground storage tanks at the entrance to Pensacola Beach. Seventy feet tall is the most extreme option for this tank and the height is not finalized. Further, we would happily add features like sidewalks, landscaping, special painting (mural?) or other features to be as aesthetically pleasing as practical.

As we look at other site such as you've suggest, we would request that we concurrently meet with your staff and discuss the requirement of the CRA overlay and determine if those conditions can be met at the current site. In the end, we will objectively review everything that is available that best meets our mutual needs, but that can also meet the needs of our Consent Order with the FDEP. I would encourage you to have Keith Wilkins contact Deputy Executive Director Don Palmer and set up meetings to talk over alternatives, as well as the conditions of the CRA overlay district.

If you have any follow-up questions or concerns, please contact me.

J. Bruce Woody, P.E., MPA | Executive Director | Emerald Coast Utilities Authority |
P.O. Box 17089 | Pensacola, FL. 32522-7089 | Web: www.ecua.fl.gov |
Phone: (850) 969-3373 | Fax: (850) 969-3308 | Cell: (850) 426-3224

-----Original Message-----

From: Grover C. Robinson, IV <GRobinson@cityofpensacola.com>

Sent: Tuesday, October 27, 2020 5:35 PM

To: Bruce Woody <Bruce.Woody@ecua.fl.gov>; Lois H Benson <loishbenson@gmail.com>; Dale Perkins - AOL <daleperk@aol.com>

Cc: Keith Wilkins <KWilkins@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>; Jewel Cannada-Wynn <jcannada-wynn@cityofpensacola.com>

Subject: ECUA 70' storage tank

****WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders ****

Dear ECUA City Board Members,

It has recently come to the city's attention that you are currently in due diligence on a property at the intersection of Main and Barrancas to construct a 70' storage tank. While we are very sympathetic to the needs of our public water and sewer provider, the city does not believe this is the right location for your intended use.

This is a Gateway into downtown Pensacola that has seen considerable new commercial and residential investment. We believe your intended use would not only be inconsistent with the current development, but it also could potentially reverse the improvement trend we have seen and invested so much to create. We have a new overlay for the area that would be hard for your intended use to comply with, as well as many other permitting challenges. While you can still terminate the contract without consequence to you, we would advise this action.

We have been looking at parcels on Pace that would be consistent with your more industrial use. We would love to work with you on the endeavor to help you find the right location. If you have questions or concerns, please contact either myself or Keith.

Thank you again for your time and consideration. Again, we would like to work with you to find a suitable site to achieve your mission while at the same time achieving the goals of our citizens.

Grover

Sent from my iPhone

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.